

Baker County Library District

Board of Directors

Regular Meeting Agenda

Monday, July 14, 2014, 6:00 – 8:00 pm

Riverside Meeting Room, Baker County Public Library

2400 Resort St, Baker City

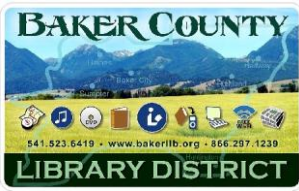
Gary Dielman, President

6:00	I. CALL TO ORDER	Dielman
	II. Additions/deletions from the agenda (ACTION)	Dielman
	III. Conflicts or potential conflicts of interest	Dielman
	IV. Board officer elections (ACTION)	Dielman
	V. Approval of minutes from previous Board Meeting (ACTION) <i>Related documents: Board Meeting Minutes 6/16/14</i>	President
	VI. Open forum for general public, comments & communications In the interests of time and to allow as many members of the public an opportunity to speak, the board asks guests to limit remarks to five (5) minutes if speaking on behalf of an individual, or ten (10) minutes if speaking on behalf of a group or organization.	
6:15	VII. PREVIOUS BUSINESS	
	i. Sage fiscal agency (ACTION) <i>Related action documents (3): a) Resolution 2014-15.001; b) Intergovernmental Agreement of Sage Libraries; 3) Sage Bylaws</i>	Stokes
6:30	VIII. ANNUAL / RECURRING BUSINESS	
	i. Resolution setting regular meeting time for 2014-15 (ACTION) <i>Related documents: Resolution 2014-15.002</i>	Stokes
6:35	IX. NEW BUSINESS	
	i. SDAO Joinder of Trust Agreement (ACTION) <i>Related documents (4): a) SDIS memo about changes; b) Resolution 2014-15.003 adopting SDIS joinder; c.) SDIS joinder; d) SDIS Declaration of Trust</i>	Stokes
	ii. Firearms in Libraries <i>Related documents: Director statement</i>	Stokes
	iii. Richland Library Lease with NEOHA <i>Related documents: NEOHA-BCLD Lease agreement 2014-2019</i>	Stokes
7:20	X. ADMINISTRATIVE REPORTS	
	i. Director's Report <i>Related documents:</i>	Stokes
	ii. Business and Financial Report <i>Related documents: To be distributed at meeting.</i>	Stokes
	XI. Agenda items for next regular meeting: Aug 11, 2014 6:00pm	President
8:00	XII. ADJOURNMENT	President

The times of all agenda items except open forum are approximate and are subject to change. Other matters may be discussed as deemed appropriate by the Board. If necessary, Executive Session may be held in accordance with the following. Topics marked with an asterisk* are scheduled for the current meeting's executive session.

ORS 192.660 (1) (d) Labor Negotiations
ORS 192.660 (1) (h) Legal Rights

ORS 192.660 (1) (e) Property
ORS 192.660 (1) (i) Personnel



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Board of Directors

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Monday, June 16, 2014, 6:00 – 8:00 pm

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|------|---|------------------|
| I. | CALL TO ORDER | Dielman |
| II. | Additions/deletions from the agenda (ACTION) | Dielman |
| III. | Conflicts or potential conflicts of interest | Dielman |
| IV. | Board officer elections (ACTION) | Dielman |
| V. | Approval of minutes from previous Board Meeting (ACTION) | President |
- Related documents:* Board Meeting Minutes 6/16/14

VI. Open forum for general public, comments & communications

VII. PREVIOUS BUSINESS

i. Sage fiscal agency (ACTION)

Stokes

Attachments:

- VII.i.a Resolution 2014-15.001 Establishing BCLD as Sage Fiscal Agent
- VII.i.b Intergovernmental Agreement of Sage Libraries
- VII.i.c Sage Bylaws

At its June meeting, the Sage User Council adopted the new set of bylaws with revisions requested by the BCLD board. Due to the change away from Eastern Oregon University, the User Council also adopted the new Intergovernmental Agreement of Sage Libraries (IGA), replacing the previous Memorandum of Understanding with EOU to an IGA with BCLD. This new IGA was adopted by the User Council in June as well. The final documents as approved are included in the packet. There are no changes from the documents we reviewed at the June board meeting. With the budget infrastructure in place and funds transferred, all conditions have been met. **The resolution presented for Board approval will formalize BCLD as fiscal agent for Sage.**

The IGA requires Board approval also. All Sage member libraries are required to approve it and send signed copies to Beth Longwell by September 30 (October 31 for school libraries). This IGA essentially makes Sage into a similar entity as the League of Oregon Cities or the Association of Oregon Counties.

VIII. ANNUAL / RECURRING BUSINESS

i. Resolution setting regular meeting time for 2014-15 (ACTION)

At the June regular meeting, Board members agreed that the second Monday from 6.00-8.00p was a good time for regular monthly Board meetings with the one exception of June which is moved to the third Monday, June 15 2015. This regular meeting time needs to be established annually by resolution.

IX. NEW BUSINESS

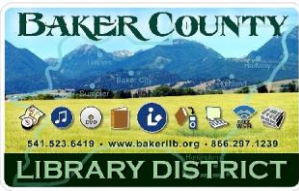
i. SDAO Joinder of Trust Agreement (ACTION)

Stokes

Attachments:

- IX.i.a SDIS memo about changes
- IX.i.b Resolution 2014-15.003 adopting SDIS joinder
- IX.i.c SDIS joinder
- IX.i.d SDIS Declaration of Trust

Special District Insurance Services (SDIS) is a related organization to Special Districts Association of



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Oregon (SDAO). We receive our workers' compensation, liability, crime, and property insurance through SDIS. SDIS has been revising and modernizing their member agreement. The new agreement requires us to adopt the attached joinder from SDIS. This joinder essentially makes SDIS an intergovernmental agreement. It does not affect our costs or increase our risk. The entire Declaration of Trust is also attached for your review.

ii. Firearms in Libraries

Stokes

A concerned citizen recently inquired about the legality of firearms in the library after witnessing a person in the parking area with a concealed handgun attached to a belt. I researched the issue and contacted Baker County District Attorney to confirm my understanding that our libraries are classified as public buildings and Oregon State law generally prohibits firearms in public buildings with a few exceptions. After receiving confirmation from Mr. Shirtcliff, I sent an email reply to the concerned citizen, which is included in your packet.

There is no action required by the Board on this issue. It is for information and discussion only. The body of the email will be used for staff training and reference. We might also consider posting it on our website under a FAQ section.

iii. Richland Library Lease with NEOHA

Stokes

A five-year lease agreement has been established with Northeast Oregon Housing Authority for occupancy of the Richland branch library space. Per the agreement, no rental fee is required. For utilities, BCLD will pay 70% of the power bill and the full water/sewer billing since it is on a separate meter. This is for information only; no action is required by the Board.

X. ADMINISTRATIVE REPORTS

i. Director's Report

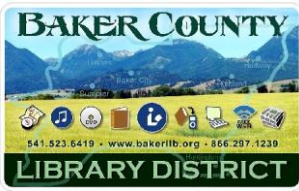
Stokes

Facilities:

Baker: New landscaping plants along the river bank near the south parking lot were trampled shortly after being put in. Before leaving, our Facilities staff put up a plastic mesh barrier, No Trespassing signage, and wire tomato cages around the bleeding heart plants. There has been one minor trespassing incident since. The young individuals and their guardian were given a warning.

A temporary contractor will be mowing the lawns and cleaning up debris until the Facilities Specialist position is filled again. Library staff will need to keep an eye on the exterior garbage bins and empty them as necessary.

Richland: Since the NEOHA residential housing remodel, the Richland branch has experienced excessive heat in its interior. Last summer, a window AC unit on loan from our Facilities Specialist was temporarily installed to alleviate the heat. Since Mr. Watson has moved on, we need to find an alternate solution. Last week a mobile AC/heating unit from Costco (14,000 btu, \$589.99) was acquired and installed by IT Manager Jim White. Richland staff reported Saturday that interior temperatures continued to climb into the low 80's by mid-day. They are logging temperatures to help inform our strategy. We may implement an alternate schedule of Summer Hours and/or acquire a second AC unit from Costco.



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For a comprehensive solution, HVAC project bids are being requested from local companies. Initial estimates are \$8,000-\$12,000, which may require a grant to accomplish. Since NEOHA is the property owner, any installation plan will need be presented to them for approval and possible funding support.

Grants:

Our LSTA grant request for Early Learning tablet computers and funding for training classes for parents was passed through the first stage. I am working with Kat Davis, former Director of the Pendleton Public Library, to develop the grant for a full proposal due in mid-August.

Incidents:

6.16.14 The Huntington branch suffered graffiti on exterior of building and an outside bench. Video evidence supplied to the Baker County Sheriff helped identify the culprits and charges were filed. The two individuals responsible are now excluded for one year.

7.2.14 Baker City Police responded to an alleged harassment of a child incident. A 19 year old male approached two young girls in the children's computer lab and repeatedly touched one of them, aged 9, on exposed skin areas of the arms and legs. The man was a complete stranger to the girls and the incident disturbed them enough that they informed library staff and their parent. Video evidence of the incident was provided to the responding officer. The suspect is believed to be new to the area having been issued a library card in mid-June 2014. He has been notified he is excluded indefinitely, pending the law enforcement investigation.

Operations:

Library card registration forms were revised and printed in mid-June. There are now two different forms – one for adults and a blue one for Juveniles. Primary changes involve expanded parental control options and additional user authorizations. I will review the changes in detail with the board at the meeting.

Personnel:

The Cataloging Specialist position is planned to be advertised in August so as not to be confused with the Sage grant cataloging position and provide some budget savings. In the interim, staff are working extra desk shifts and cataloging high-demand non-fiction items.

Programs:

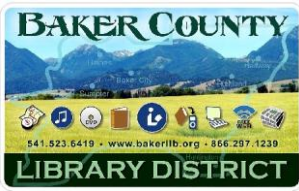
Six Conversation Project programs from the Oregon Humanities have been scheduled for July-October. The full schedule is posted on the library website. Posters from the first two events are up in the library.

Purchasing:

A GoPro3 camera was acquired and will be made available for public loan. This is a high definition durable video camera that is often used to film outdoor, underwater or sporting events.

Technology:

Six new Early Learning stations from the AWE company were acquired at a substantial discount negotiated by Libraries of Eastern Oregon. Each library branch will now have a unit. Baker acquired a



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second unit with the After School Edge program suite which is designed for early elementary aged children.

Consistent troubles with accessing our public wireless network have been reported by patrons for the last 3 months. Staff have been keeping a log of such issues and Jim has been working with Cisco to reconfigure our network server to troubleshoot the issue. After observing operation of the wireless network in place at the Lakeview Library, I directed Jim to acquire new Uni-Fi wireless Access Point devices for the main branch. These devices will enable unification of our public wireless access points so that the same WiFi name is displayed on devices regardless of which device a patron actually connects to. It also allows administrative monitoring and controls such as requiring users to accept a usage agreement for access and tracking of the number of daily logons.

Training:

A training day for branch was held on June 30. Applause to Diana Pearson for coordinating their monthly visit so that no additional travel expenses were incurred. The primary focus of the training was on the logic and procedures for efficiently rotating new materials around the branches.

ii. Business and Financial Report

Stokes

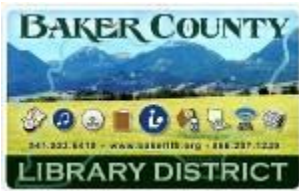
Related documents: To be distributed at meeting.

XI. Agenda items for next regular meeting: August 11, 2014 6:00pm **President**

- Revised Organization Chart
- Revised Personnel Policy- dress code
- External Link Policy
- Strategic Plan

XII. ADJOURNMENT

President



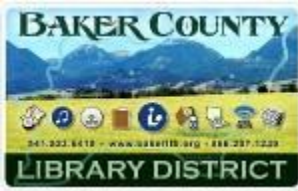
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Call To Order	Gary Dielman, President called the meeting to order at 6:00pm. The meeting was held in the Large Meeting Room at the Baker County Public Library, 2400 Resort Street, Baker City, Oregon. Present were: Gary Dielman , Nellie Forrester , and Kyra Rohner-Ingram , Directors. Also present were Perry Stokes , Library Director; and Christine Hawes , Business Manager.
Agenda Approved	Dielman asked for additions or changes to the agenda. Stokes stated that he made two corrections on the agenda. Both were minor typing errors. No further changes were made.
Minutes Approved	Dielman asked for corrections to minutes. There were none. Forrester made a motion to approve both the Agenda as corrected and the May 12, 2014 Regular Meeting Minutes as presented; Rohner-Ingram seconded; motion passed unanimously by three directors present.
Conflicts of Interest	Dielman asked if there were any potential conflicts of interest to be declared. There were none.
Public Comment	<p>Dielman asked Stokes for any correspondence since there were no members of the public present for the open forum period. Stokes said he received a note in his comment box from a patron suggesting an “awareness program” to properly treat library books. Stokes said that while this was a desired outcome, he was unsure of how such a campaign could effectively reach persons responsible for improper treatment. Staff do track obvious damage and assess charges when necessary. Photos of common or egregious damage are also used on the library’s social media on occasion.</p> <p>He also said the library budget was the focus of a lead story by the Baker City Herald on June 6 2014 titled “Book Cutbacks”. Stokes disapproved with the focus of the article being the cutbacks and felt the headline tone was somewhat alarmist. He would have preferred the focus had been on the impact of Measure 5 losses at a time when the library is busier than ever. He posted a comment on the newspaper website that the book budget is increased throughout the year with surplus funds from other lines, if available. There was a comment from a patron on the website that said they were pleased that Stokes hadn’t taken advantage of the alarmist article to generate an increase of library tax funding. He read a note from another patron who included a donation to the book budget in response to the article.</p>
Budget Meeting Minutes Approved	Dielman asked for corrections to the budget meeting minutes. The budget meeting minutes from May 21, 2014 were also included in the board packets. Minutes were read. No corrections were noted. Rohner-Ingram made a motion to approve the May 21, 2014 Budget Committee Meeting Minutes as presented; Forrester seconded; motion passed unanimous.



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Sage Fiscal Agency Proposal

Stokes said that the May Sage Council meeting was postponed to tomorrow, June 17. The Sage Library System Bylaws (hereafter Bylaws) and Sage membership agreement (Intergovernmental Agreement of Sage Libraries; hereafter IGA) will be approved at the Sage Council meeting. Discussion ensued on whether or not to adopt the Sage Library System fiscal agency at this point without final approval. It was agreed to postpone the decision until after Sage Council has finalized the agreements at their meeting.

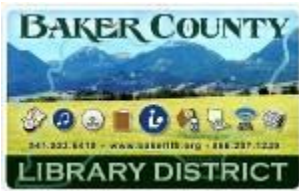
Dielman said he wanted to review the documents so that Stokes can convey to the User Council any BCLD concerns at their meeting tomorrow. Stokes reviewed the Bylaws changes that had been suggested at the last board meeting. He pointed out that on the IGA agreement, page 2 under item "II. Governance and Control", a new bullet stipulates the Library District will be compensated for any related costs.

Rohner-Ingram wanted to know about the annual membership fee being discounted by 50% as administrative fee compensation. Stokes replied that the compensation strategy had changed from membership fee discount to tracking staff resources required and billing Sage for actual administrative costs. In discussion with the Sage Chair and Systems Administrator, it was decided that discounting the fee in lieu of administrative costs was not a clean accounting method. The BCLD membership fee was restored to the standard amount. Administrative cost billing is currently expected to be around \$5,000 for the year. Rohner-Ingram agreed with the strategy.

Dielman asked if there may be some administrative cost incurred that is not covered in the agreement. Stokes explained that the System Administrator is preparing a cash flow that will show the ending cash balance; we will invoice EOU for that amount. Funds will be left in the EOU account to cover estimated June expenses.

Dielman asked about the termination clause being too broad. Stokes suggested adding to the clause that the fiscal agent may terminate the agreement with a minimum 90-day notice. Rohner-Ingram said that would only happen if Sage was somehow taxing the library financially and agreed that the clause should state the process. Discussion ensued on the termination process. It was agreed to add a statement about how the fiscal agent could get out of the responsibility if it so desired.

Stokes moved on to two other agreements included in the board packets. The Baker County Library District will have an agreement with EOU for hosting office space and server space; he and Karen Clay will sign this document. There will also be an agreement with the Hood River Library District to contract for the Sage technical support specialist. Rohner-Ingram asked for clarification on the duration of the agreement in regards to item 3A which refers to an "amount not to exceed \$60,000 total for the duration of the agreement." Stokes clarified that the



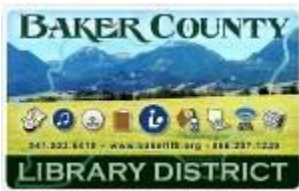
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	<p>duration is one-year. That period is stated in item 2, although it needs correction of a typing error so that the duration correctly states July 1, 2014 through June 30, 2015. This agreement would be negotiated annually.</p> <p>Stokes said that in addition to Sage, we will also administer a grant funded position for a Sage catalog specialist. The grant is through LSTA. It is a 2-year position. He included a job description in the packets for reference. The position was posted June 6. Stokes said that the application period is open through the end of June. The applications will be reviewed and interviews scheduled in early-to-mid July. He anticipates a start date of August at best. The candidate will most likely have to relocate; they will have the option of working out of EOU in La Grande, Hood River Library District, or here in Baker City. The office space he has in mind if they choose to move here would be the study room being used by the Literacy Coalition for storage. Since the Literacy Coalition has moved its office to another location, this space could be cleared out to make a usable office.</p> <p>Dielman asked the group about scheduling a Special Meeting next week. Stokes suggested Monday, June 23, at 6:00pm; all present agreed. It was noted that both Palmer and Steele return to town by the end of the week and may be able to attend Monday.</p>
Fiscal Year 2014-2015 Budget Approval	<p>Stokes said that he had a couple proposed changes on the LB-10 Other Uses Fund budget document. He referenced the budget documents in the board packets. We discovered the amount for the Sage catalog position was duplicated in both the Other Uses and Sage funds. It was removed from Other Funds and left in the Sage fund. He reviewed each of the changes. The first line "Cash on hand" was increased to reflect anticipated year-end cash in this fund. The "Grants and Loans" revenue line was decreased; he removed the Sage grant of \$43,200 and added \$15,000 for a possible Leo Adler Grant. The net changes decreases total Resources by \$20,200 to \$189,900. In Resources, the Sage Cataloger position is removed. The changes in Materials & Services lines reflect corresponding corrections from adjusting the revenues. General Fund budget documents were reviewed; with no changes being proposed. The Sage Fund budget also had no changes. With no further discussion, Rohner-Ingram made a motion to approve Resolution No 2013-14.005 Resolution adopting the budget, making appropriations, imposing taxes, and categorizing taxes; Forrester seconded; motion passed unanimous.</p>
Fiscal Year 2014-15 regular meeting schedule and officer election date set	<p>Dielman moved on to the next agenda item for 2014-15 board officer elections and regular meeting schedule. Stokes said that the agenda item was to get discussion started about board officer elections next month. After discussion it was agreed that officer elections for board chair and vice-chair positions for fiscal year 2014-15 will be held at the July regular meeting.</p> <p>The proposed regular meeting date schedule options were reviewed. Stokes said there are 3 months where the second Monday falls on the 8th. He asked Hawes if</p>



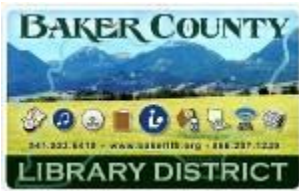
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	<p>this was too early in the month for bills. Hawes replied that the schedule is reasonable and explained the accounts payable cycle. In the months when the board meeting is early then a check run is added on the 20th of the month. Typically there are two main check runs in the month; most bills are paid in conjunction with the regular board meeting and bills are also paid on the 25th with the payroll processing. Bills due by the end of the month can be paid on the 25th and mailed the next day. Stokes felt the two critical months for moving the meeting to the third Monday are June and October. Dielman proposed leaving the regular meeting schedule on the second Monday every month, except June. The June meeting will be scheduled for the third Monday. He felt that the October meeting can always be re-scheduled. Everyone agreed.</p> <p>Stokes will prepare a resolution to establish the schedule as discussed for the July 2014 meeting.</p>
<p>Fiscal Year 2013-2014 General Fund Supplemental Budget 3 Approved</p>	<p>Dielman moved on to new business and asked Stokes to present the year-end closeout resolution. Stokes passed out two pages that were corrected after the board packets were sent out. Beginning with the LB-20 General Fund Resources, the resolution increases total revenues by a net of \$6,744. The biggest change was in Transfers, increasing from \$3,000 to \$15,027 because of transferring in \$10,027 from severance funds to cover a recent retirement and \$5,000 from memorial from the online book sale revenue.</p> <p>Other highlights were, Fines & Fees is increased \$2,000 to reflect actual revenues and Tech Support Contracts is decreased \$1,600 because Jim was called out less than expected this fiscal year. On the LB-30 General Fund Requirements, Operating Contingency was decreased from \$230,000 to \$205,000. The balance of contingency and other available funds was moved to the book budget. This change increases Collection Development from \$79,589 to \$102,740 covering actual expenditures. This brings the end-year Collections budget line to 10.7% of the operating budget, up from the original 8.5%. Facilities were also increased to cover repairs to the furnace, water line replacement last summer, and various deferred maintenance projects being accomplished by the new Facilities Specialist staff. Personnel salaries are being decreased mostly due to two retirements; one last month and one last fall for which the hours were not filled. The severance line was increased for the recent retirement. The LB-31 detail was quickly reviewed.</p> <p>And finally, reviewing the Other Uses Fund LB-10, “Cash on hand” was increased to reflect the actual cash balances. The Grant resource line was decreased to \$1,000 as a place holder. Grant funding for the RFID project was not successful this year. The requirements lines were adjusted to reflect the changes in the resources.</p> <p>Dielman asked about the resolution layout. Stokes referred to Exhibit A Fund Appropriations that gives the changes in summary totals. He has attempted to</p>



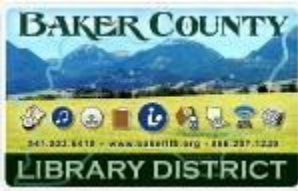
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	<p>simplify the process by adopting the changes on the same textual model as used with the original budget adoption supplemented by budget worksheets specifying each category change. The resolution summary shows the two funds as adopted in Supplemental Budget 2 and then Supplemental Budget 3 with a decreased change of \$58,637. The biggest factor for the decrease was removing the duplicated grant of \$43,200 in the Other Funds budget. There was no further discussion.</p> <p>Rohner-Ingram made a motion to approve Resolution No 2013-14.006 Resolution adopting Supplemental Budget 3 dated June 16, 2014; Forrester seconded; motion passed unanimous.</p>
<p>Administrative Reports: Director's Report</p>	<p>In administrative reports, Stokes reported that the Richland Library has been experiencing uncomfortably warm temperatures (as high as 85 degrees). When Northeast Oregon Housing took over the school building and remodeled it, one of the changes was the landscaping under the library windows. They removed the grass by the library and replaced it with rock. This has contributed to the library space heating up. The window AC unit that was used as a temporary fix last summer is not able to keep the while space comfortable. For a permanent solution, Stokes has asked the Facilities Specialist to obtain contractor proposals and bids. He anticipates the cost to be around \$5,000-\$6,000. The Baker Facility had a natural gas smell in the meeting room. The gas company came out to inspect their lines and found nothing. A Scott's HVAC repairman came out to repair the furnace. In Personnel, the Facility Maintenance specialist has resigned effective the end of June. He will be concentrating on selling his property and traveling. At the Huntington Branch, both subs have resigned; one moved and the other is physically no longer able to do the work.</p> <p>In other news, we will be getting 6 additional early learning computer workstations. One unit will be placed in Baker and five units for the branches (one in each branch). These touch-screen units are geared for toddlers. We also have a good chance to get early learning tablets through an LSTA grant. There will be Oregon College Savings plan information session offering a seminar for parents. OCSP is sponsoring a puppet show and parent information session on the evening of June 18. Lastly, Stokes has revised the library card applications but postponed that report for the July meeting.</p>
<p>Business and Financial Report</p>	<p>Hawes passed out check packets and financial reports to those present and gave the following financial report. The General Fund received tax turnovers of \$31,059.44 on June 3rd. Last year during the month of June, the District received total tax turnovers of \$38,836.20. We anticipate receiving another \$6,000-\$8,000 by the end of June. The current cash balance in the General Fund after paying tonight's bills is \$193,464.28 plus whatever comes in through the end of June. The General Fund received a transfer of \$10,027 from the Other Funds-Severance Department to cover the recent staff retirement. There are 57 checks being</p>



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signed totaling \$13,912.73. There will be a few utility bills that will need to be paid with the next check run for payroll.

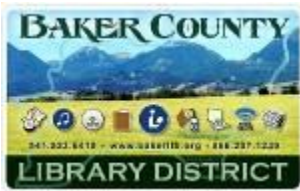
Notable checks include Ingram for books ordered \$3,005.94, Gaylord for new shelving of \$1,790.10, Scott's Heating & Air Conditioning for A/C system maintenance of \$264.00, Mike Bork Auto Repair for bookmobile brake repairs and general maintenance of \$958.69, and Commercial Tire for 2 new bookmobile tires of \$876.82. There were two checks written to The Observer for two different accounts; \$24.38 for the budget meeting notice publication and \$203.55 for advertising an employment position. Under utilities, there are notes written in the first column of anticipated June bills to come. We need to contact the City of Sumpter for the annual utility bill for heat and electricity estimated at \$1,300 and \$600, respectively. And finally, a check to the University of Oregon, Nero Network of \$477, the final fiscal year billing for Baker Library Internet. Hawes said that she did not review the personnel detail as Stokes did a thorough job of that for tonight's year-end resolution.

The Other Funds received a \$200 payment from Charette (current balance due of \$1,020) and Amazon book sales revenues of \$221.19 (fiscal year-to-date sales are at \$4,493.74). There are two checks included in the check packets for postage to mail books sold of \$85.55 and a memorial fund paid for engraving of \$29 for the retiring employee. There were three checks written at the end of May for commissions on book sales totaling \$156.74.

The current total cash in Other Funds is \$152,678.69 with the breakdown by department being written on the financial report. Hawes said that she had given Stokes a detail report of the funds held in Memorial for his review. He has authorized a \$5,000 from transfer from Memorial Funds to the General Fund out of the book sales to support book purchases. That transfer will be made.

In other news, Hawes said that she will be working on filing E-Rate reimbursement requests for the last few months of the fiscal year and preparing the second quarter payroll reports for filing after July 1st. A new set of books has been set up for the Sage Library System fund. A US bank checking account will be set up next Tuesday with Stokes and Dielman as the initial check signers for this fund. EOU has asked that we be prepared to receive funds on June 25th. The System Administrator is preparing a report estimating the June bills and payroll so that funds are left in the EOU account to pay those items. We will receive the bulk of the funds on the initial transfer and the balance in July after the June expenses are paid. The first payroll check for the Sage fund will be August 1st. A new employee packet was sent to Beth Longwell last week including a welcome letter outlining the payroll process, payroll forms, benefit forms and a personnel policy. They have talked over the phone a couple times about the process for paying bills and other transfer matters.

Checks were signed and approved by those present.



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Next Meeting Date	The next regular meeting will be July 14, 2014 at 6:00pm.
Adjourn	<p>The meeting was adjourned at 7:28pm.</p> <p>Respectfully submitted,</p> <p>Perry Stokes, Secretary to the Board</p> <p>PS/ch</p>

**BAKER COUNTY LIBRARY DISTRICT
LIBRARY BOARD**

Resolution No. 2014-15.001

**Establishing Baker County Library District as
fiscal agent for the Sage Library System**

July 14 2014

WHEREAS, the Sage Library System is in need of an organization to act as fiscal agent following the withdrawal of Eastern Oregon University formerly in that role ; and

WHEREAS, Baker County Library District is a member of Sage Library System and wishes to facilitate efficient operation of the organization; and

WHEREAS, revisions to the Sage Bylaws the and membership Intergovernmental Agreement authorize full compensation and release of liability to BCLD for fiscal agency duties; and

WHEREAS, BCLD is able to manage Sage finances independently through a special fund and separate bank account; and

WHEREAS, the current balance of Sage Library System funds has been transferred to a BCLD bank account;

Now, therefore be it RESOLVED, that the BCLD Board of Directors approves BCLD to act as official Fiscal Agent for Sage Library System beginning July 1 2014 and continuing annually until this authorization is retracted.

ADOPTED by the Board of Directors of Baker County Library District this 14th day of July 2014

FOR THE BOARD:

Signature
BCLD Board President

ATTEST:

Signature: Perry Stokes
District Secretary

INTERGOVERNMENTAL AGREEMENT OF SAGE LIBRARIES

THIS AGREEMENT made and entered into this 17th day of June, 2014 by each Library in the Sage Library System agreeing to enter into the same by ordinance or resolution, and being collectively referred to herein as "member libraries", now therefore

WITNESSETH:

RECITALS:

1. This is an agreement for intergovernmental cooperation by units of local government and private entities providing library services under ORS 190.010 to ORS 190.111 or as part of the Interstate Library Compact under ORS 357.330 to ORS 357.370 inclusive, in performing functions and providing services which all of the parties have authority to perform and provide.
2. For purposes of this agreement, the organization created by member libraries to perform certain functions and activities herein set forth shall be deemed a consolidated department of all of member libraries who are parties to this agreement to carry the same out by a combination of methods provided for in ORS 190.020. That consolidated department shall operate under the fiscal agency of Baker County Library District.
3. This agreement reduces to writing the terms, conditions, purposes, and objects of services, functions, and activities of the Sage Library System performed as cooperative or joint endeavors.

MEMBER LIBRARIES BECOMING PARTIES HERETO AGREE:

I. ACTIVITIES:

- A. To form and continue an organization for the cooperative provision of shared library services, to perform library purposes and functions as hereinafter set further under the name of the Sage Library System, hereinafter referred to as "Sage".
- B. Sage shall have the following purposes and functions:
 - i. To maintain and provide access to a catalog of library materials owned by member libraries
 - ii. To provide interlibrary loan services which allow patrons to request

- materials from the collections of circulating member libraries.
 - iii. To enhance delivery of library materials held by member institutions.
 - iv. To sponsor workshops, conferences, and other opportunities for professional development.
 - v. To adopt and amend, from time to time, such rules, regulations, constitution and bylaws as are not inconsistent with this agreement.
 - vi. To do any and all other things necessary or proper for the benefit of the member libraries which the libraries themselves might do singly or in cooperation with each other, at the discretion of the User Council.
- C. Sage, through its fiscal agent, may employ such other employees as necessary to carry out Sage purposes, activities, and functions under this agreement.

II. GOVERNANCE AND CONTROL:

- A. Sage is governed by the User Council, as specified by the Sage Bylaws.
- B. The User Council shall:
- i. Develop and maintain bylaws governing Sage activities and services.
 - ii. Determine strategic priorities.
 - iii. Approve Sage budgets and expenditure plans.
 - iv. Set policies for the Sage and its relationship with member institutions.
 - v. Establish committees, advisory groups, and task forces as needed.
 - vi. Recommend individuals for hire to Sage positions and provide evaluation comments annually to the fiscal agent.
 - vii. Compensate the Sage fiscal agent for all authorized expenditures and administrative costs related to Sage fiscal agency duties.

III. BAKER COUNTY LIBRARY DISTRICT RESPONSIBILITIES:

- A. Baker County Library District, hereinafter referred to as BCLD, shall provide administrative support for the Sage Library System, including serving as fiscal agent to Sage; maintaining budget and accounting activities; serving as the repository for documentation, correspondence, and other business records; and where applicable providing price agreements and negotiating contracts for services. All funds, revenues, and expenditures of Sage shall be audited at least annually, the cost of which shall be borne by the Sage annual budget.
- B. BCLD shall provide or arrange for suitable office spaces for Sage staff, including standard mail and telecommunications services (phone, internet, e-mail, and data storage).
- C. Sage staff shall be BCLD employees or provided via contract between BCLD and another entity. Sage employees working directly for BCLD shall be eligible for standard benefits available to BCLD employees. They shall

- be recruited and evaluated jointly by BCLD and the User Council, according to policies and procedures of BCLD.
- D. Classification and terms of appointment for Sage staff shall be determined by the BCLD, upon User Council recommendation, in accordance with standard BCLD policies and procedures.
 - E. BCLD shall provide payroll services for Sage staff in accordance with their status as BCLD employees.
 - F. BCLD shall provide or arrange for appropriate computer room space and reliable network capacity for Sage. Hardware and bandwidth costs attributable to Sage shall be borne by the Sage annual budget.
 - G. BCLD may provide other services under terms agreed upon by BCLD and the User Council.

IV. MEMBER LIBRARIES:

- A. The basic unit of membership is the institution. Each institution is an independent member of Sage and is expected to participate in Sage services and meet membership obligations.
- B. Each member library shall provide, at its expense, all costs to link and ensure reliable network access from its library to Sage.
- C. Peripheral devices and hardware are owned and maintained by each member library.
- D. Member libraries shall pay entry fees and annual membership fees established by the User Council and calculated for member libraries in respect to services rendered.
- E. Each member library shall contribute catalog records and participate in interlibrary circulation according to policies approved by the User Council. Provision of the widest possible circulation services under these policies shall be a condition of membership.
- F. Each member library shall participate in delivery services that support interlibrary loan services.
- G. Each member library shall contribute to the management of Sage by maintaining active participation in the User Council and in additional groups and committees established to maintain Sage services.
- H. Each member library shall be responsible for verifying copyright and/or fair use status and/or obtaining copyright permission prior to its placing or introducing any information, text, graphics, or data into Sage databases. Member libraries agree they shall be solely responsible for any loss, liability, or expense due to loading of copyrighted materials in Sage databases by the employees or agents of the member library where such loading or subsequent use, viewing, printing, downloading or recopying is alleged to be infringing. To the extent allowed by Oregon law (ORS 30.260 through 30.300) and the Oregon Constitution, Article XI, Section 7, member libraries agree to indemnify other members for the actions covered in this paragraph.
- I. Each member library may, at its discretion, withdraw from membership in

Sage. Notification of intent to withdraw must be received by the User Council prior to the end of the calendar year.

- J. The User Council may unilaterally terminate membership only if the institution materially breaches its duties and such duties remain breached for 90 days after written notification by the User Council.
- K. If a member library ceases participation in Sage, the data submitted to Sage at that point shall be removed from the union catalog at the discretion of the User Council. Database maintenance costs for removal of data shall be borne by the withdrawing member institution.

V. DURATION/TERM:

The term of this agreement shall be perpetual. The entire agreement may be terminated at any time by a two-thirds vote of member libraries. The agreement may be amended at any time, by agreement with each member library participating by ordinance or resolution in the same manner as originally entered into. BCLD may withdraw from its fiscal agent duties for Sage. Notification of intent to withdraw must be received by the User Council prior to the end of the calendar year.

VI. RIGHTS UPON TERMINATION:

Upon termination of the agreement the member libraries then participating shall mutually agree upon the transfer of personnel or the division of assets and liabilities between the parties and in the event that they are unable to agree, then venue shall be established in the Circuit Court of Baker County to determine that transfer or division. Upon termination, the fiscal agent shall not be held responsible for any liabilities incurred by Sage nor personnel employed on its behalf and shall be compensated for any unpaid work it did on behalf of Sage. No member library shall be liable, upon termination, for any dues, charges, assessments, or other liabilities of any kind beyond the year in which such member library ceases to participate or in which the agreement is terminated. The resolution or ordinances of each member library agreeing hereto shall be placed on file with the administrative records of the fiscal agent. Copies shall also posted in a publicly available online repository of Sage governing documents.

VII. EXECUTION: with the original of this agreement.

Member library name: _____

Library authorizing signature: _____

Sage Fiscal agent signature: _____

User Council Chair signature: _____

Date of final signature: _____

Sage Library System Bylaws

ARTICLE I - NAME

The name of the body shall be the Sage Library System.

ARTICLE II - OBJECT

The object of the Sage Library System shall be to provide for shared automation, technology, and courier systems for member libraries.

ARTICLE III - MEMBERS

Section 1. Scope

Sage is composed of libraries and other institutions in the Pacific Northwest committed to sharing materials among each other.

Section 2. Membership types

Sage is composed of the following types of members:

- Academic libraries;
- Public libraries;
- Resource-sharing partner institutions;
- School libraries;
- Special libraries.

Each member may designate one primary and one alternate person from their institution to act on the member's behalf.

Section 3. Membership rights and responsibilities

Members of the Sage Library System have the following rights:

- Participation in shared automation and courier services;
- One vote per member institution at membership meetings;
- Eligibility to have a representative serve on the User Council.

In accepting membership, institutions agree to abide by the Intergovernmental Agreement of Sage Libraries, these Bylaws, and all rules of the Sage Library System existing, adopted, or revised.

Section 4. New members

New members may be added to the Sage Library System by a majority vote of the User Council.

Section 5. Fees

Members shall be assessed an annual fee based on membership type and size. Members who fail to pay their dues before the billing cycle of the following fiscal year shall no longer be

considered members of the Sage Library System. Fees shall be determined annually by the User Council during the budgeting process.

ARTICLE IV - USER COUNCIL

Section 1. Authority and purpose

The Sage Library System shall be governed by a User Council. The User Council shall consider all matters and devise all policies necessary or desirable for the operation of the Sage System and shall enforce and uphold and implement appropriate rules and procedures with exclusive authority over all matters not reserved to the authority of Sage's fiscal agent or to the individual libraries in the Intergovernmental Agreement.

Section 2. Composition

Voting members of the User Council shall consist of thirteen voting representatives.

Representative classifications are as follows:

1. One representative from Sage's fiscal agent;
2. Two representatives of circulating schools;
3. Three representatives of public libraries serving fewer than 5,000 people;
4. Two representatives of public libraries serving between 5,000 and 15,000 people;
5. Three representatives of public libraries serving over 15,000 people;
6. One representative of academic libraries;
7. One representative of resource-sharing partner institutions and special libraries.

The Sage Systems Administrator and other Sage Library System staff shall be *ex-officio*, non-voting representatives of the User Council.

Apportionment of representatives among classifications shall be reviewed annually by the User Council. If the Council or individual members determine that reapportionment is needed, apportionment of representatives among classifications may be revised by amending these bylaws using the process delineated in Article X Amendment of Bylaws.

Staff at federated district libraries are eligible to run for any of the representative positions of the classifications of libraries that belong to that district.

Section 3. Representative responsibilities

User Council representatives are responsible for soliciting input on Sage issues from the institutions within their classification and for bringing up member comments and concerns to the User Council. They are also responsible for regularly communicating the actions and happenings of the User Council and Sage Library System to the institutions they represent.

Section 4. Term

The term of representation on the User Council shall be two years or until a successor is elected.

Representatives shall assume their duties at the first meeting of the administrative year and shall serve until the end of the administrative year of their second year on the User Council. Terms

shall be staggered so that representatives within a given classification shall be elected in alternating years.

Section 5. Nominations and elections

Candidates for each representative classification shall be recommended by the Nominating Committee and shall also be solicited generally from the Sage membership. The Nominating Committee shall prioritize recommending representatives from institutions that have not served on the User Council, or that have not served for an extended period.

The slate of candidates shall be presented at the annual membership meeting of the Sage membership. Nominations shall also be taken from the floor at that time.

Ballots shall be mailed or be made available by electronic means to the Sage membership within two weeks of the annual meeting. These ballots shall be returned to the Nominating Committee within three weeks of the day they were made available. Each institution shall vote only for the candidate(s) within its classification.

The candidates receiving the highest number of votes from within his/her classification shall be elected. If there are two or more openings of same classification of representative, they shall be filled by the candidates with the most votes. In case of a tie vote, the successful candidate shall be determined by the Nominating Committee by lot.

Section 5. Resignation and Vacancies

Any representative of the User Council desiring to resign shall submit his/her resignation in writing to the Chair and Vice Chair. A resignation shall be effective when received or at a subsequent effective date stated in the resignation.

A vacancy on the User Council shall be filled by the institution from which the vacancy was created. If the vacancy occurs due to the representative institution leaving the Sage Library System, the User Council shall solicit for candidates among the Sage membership and appoint a representative to serve for the unexpired portion of the term for the vacant position.

ARTICLE V - OFFICERS

Section 1. Officers and duties

The officers of the User Council shall be a Chair and a Vice-Chair. These officers shall perform the duties prescribed by these bylaws and those duties described for President and Vice-President respectively in the parliamentary authority.

Section 2. Nominations and election

Nominations for Chair and Vice Chair shall be taken from the floor during the first regular User Council meeting after July 1.

The candidate receiving a plurality of votes cast shall be elected.

Section 3. Term of office

Officers shall be elected to serve for one year or until their successors are elected. Their term of office shall begin upon election.

Section 4. Resignation and vacancies

An officer desiring to resign shall submit his/her resignation in writing to the User Council. A resignation shall be effective when received or at a subsequent effective date which is stated in the resignation.

A vacancy in the Chair or Vice Chair position shall be filled by the User Council for the unexpired portion of the term for the vacant office at the next User Council meeting after the vacancy occurs.

ARTICLE VI - MEETINGS

Section 1. Membership meetings

There shall be an annual meeting of the entire membership held in April or May. The meeting shall include a review of the state of the Sage Library System and presentation of the slate of candidates for the open representative positions.

Special meetings of the membership may be called by a majority vote of the User Council or a petition agreed to by at least 10 members. The purpose of the meeting shall be stated in the call. Except in case of emergencies, at least one week's notice shall be given.

A quorum shall be twenty-five percent of members.

Section 2. User Council meetings

Regular meetings of the User Council shall be held bi-monthly unless canceled by a majority vote of the User Council.

Special meetings may be called at the discretion of the Chair or at the request of four User Council representatives. The purpose of the meeting shall be stated in the call. Except in case of emergencies, at least one week's notice shall be given.

A quorum of the User Council shall be a majority of voting representatives.

Section 3. Virtual participation

Attendees may participate in meetings via teleconference, videoconference, web conference, or other technologies allowing synchronous communication among attendees.

Section 4. Electronic voting

The membership and User Council may vote on issues via email or other electronic means as well as during meetings, provided that quorum for the number of voters is satisfied. Except in case of emergencies, at least one week's notice of the vote shall be given, and representatives shall be given at least one week to vote.

Section 5. Minutes

The Vice Chair or designee shall be responsible for taking minutes of the meeting and distributing those minutes to the User Council and Sage Library System membership before the next regular meeting.

ARTICLE VII - COMMITTEES

Section 1. Standing committees

There shall be the following standing committees, which act in an advisory role to the User Council:

- *Budget*: Evaluates and makes recommendations on the annual budget and membership billing structure.
- *Cataloging*: Responsible of making recommendations on cataloging standards and database integrity.
- *Circulation*: Reviews and makes recommendations on common loan rules and circulation standards;
- *Courier*: Evaluates and makes recommendations for improving sharing of items among Sage institutions.
- *Governance*: Reviews and makes recommendations on improving Sage Library System organization, governance, Bylaws, and general standing rules.
- *Nominating*: Nominates candidates for election to serve on the User Council.

Standing committee members need not be representatives on the User Council but must be from member institutions or staff of federated district library that serve members. The exception is the Nominating Committee, which must be composed of at least two outgoing representatives of the User Council.

Each standing committee shall report to the Chair and User Council at least once per administrative year.

Section 2. Special committees

Special committees may be appointed at the discretion of the User Council or Chair as necessary to assist the user Council in accomplishing the purposes of the Sage Library System.

Special committee members need not be representatives on the User Council or from member institutions.

The Chair shall be an *ex-officio* member of all special committees.

ARTICLE VIII - ADMINISTRATIVE OPERATIONS

Section 1. Administrative year

The administrative year of the Sage Library System shall be July 1st to June 30th.

Section 2. Fiscal agent

Baker County Library District acts as the fiscal agent for the Sage Library System.

ARTICLE IX - PARLIAMENTARY AUTHORITY

The rules contained in the current edition of *Robert's Rules of Order Newly Revised* shall govern the Sage Library System in all cases in which they are applicable and not inconsistent with these Bylaws, the Intergovernmental Agreement of Sage Libraries, or any policies and procedures the User Council may adopt.

ARTICLE X - AMENDMENT OF BYLAWS

Amendments to these Bylaws may be proposed by a petition of at least seven members or recommended by the User Council. They may be amended by a two-thirds vote of the members present at any regular or special meeting of the membership where a quorum is present provided notice and proposed changes or amendments are submitted in writing to each member at least fourteen days in advance of the scheduled vote.

Last amended: June 17, 2014

**BAKER COUNTY LIBRARY DISTRICT
LIBRARY BOARD**

Resolution No. 2014-15.002

**Establishing a regular meeting
day, time, and location for 2014-15**

July 14 2014

RESOLVED, that the Board of Directors of the Baker County Library District shall meet **monthly on the second Monday of the month from 6.00 to 8.00pm** in the Riverside Community Meeting Room of the Baker County Public Library located at 2400 Resort Street in Baker City during the 2014-15 fiscal year, with the following exception(s) :

June 2015 meeting: moved from June 8 to June 15, 2015.

ADOPTED by the Board of Directors of Baker County Library District this 14th day of July 2014

FOR THE BOARD:

Signature
BCLD Board President

ATTEST:

Signature: Perry Stokes
District Secretary

**** IMPORTANT ****
REQUIRES BOARD ACTION

DATE: April 4, 2014
TO: SDIS Members
FROM: Frank Stratton, Executive Director
SUBJECT: New SDIS Trust Agreement Requires Board Action

Over the past year, the SDIS Board of Trustees has been working at creating a new SDIS Trust Agreement. Oregon law requires that self-insured public entity programs be formed through an intergovernmental agreement between the participating entities. The enclosed SDIS Declaration of Trust is an intergovernmental agreement. The original SDIS Declaration of Trust was adopted in 1985 and has never been comprehensively amended to take into account changes to federal tax and state laws over the past 28 years. After a review of the original Declaration of Trust, the Trustees decided that it was necessary to draft a new document which would take into account tax and other legal matters.

Now that the new SDIS Declaration of Trust has been approved by the SDIS Board of Trustees, it is necessary to have all of the Trust members join the Trust by having their Boards adopt the Joinder of Trust Agreement. **The Joinder of Trust Agreement is located on the last page of the enclosed Declaration of Trust.** By signing the Joinder Agreement your Board will be entering into an intergovernmental agreement under ORS Chapter 190.

Before renewing in the SDIS self-insured employee benefits, property, liability or workers' compensation program, your Board will need to adopt the enclosed Joinder of Trust Agreement and return a signed copy to SDIS. We understand that this is not an easy task for many members to accomplish, but we assure you we would not be taking this action if the SDIS Trustees did not feel it was absolutely necessary to protect the Trust's assets, which all of the members have helped build over the past 28 years.

Following are the deadlines for sending back the signed resolution to SDIS:

- Districts participating in the new self-insured employee benefits program: 6/1/2014
- Districts participating in the self-insured workers' compensation program: 7/1/2014
- Districts participating in the self-insured property and liability program: 10/1/2014

You only need to submit one signed resolution regardless of the number of programs that your District participates in.

I am sure you and your Board members will have many questions about the new Trust Agreement. In anticipation of your questions, following are some frequently asked questions and answers for your reference.

FREQUENTLY ASKED QUESTIONS:

What is my District's financial risk as part of a self-insured program?

The revised Declaration of Trust does not increase your District's financial liability any more than you currently have under the existing Trust Agreement. The SDIS Trust is a non-assessable Trust. This means that your District can never be asked to contribute additional funds, other than your annual contributions, to cover your claims or the claims of any other member. It also means, though, that you are ultimately responsible for your own claims liabilities in the event the Trust is not able to pay your claims. The SDIS Trustees are dedicated to making sure this never happens by being extremely conservative with the amount of funds the Trust retains to pay claims. SDIS has over \$38 million more than what its certified actuary estimates is needed to satisfy all claims liabilities. These funds are invested to keep rates low and return to members as a dividend only when the actuary determines that they will not likely be needed to pay claims. In addition, the Trust purchases reinsurance that puts a cap on the Trust's and members' claims liability.

Why is the Trust Agreement an Intergovernmental Agreement?

Oregon law requires that for local governments to form their own self-insured programs they must do so through joining into an intergovernmental agreement. Intergovernmental agreements are governed under ORS 190 and require each participating organization to have a resolution adopted by its Board of Directors. The enclosed Joinder of Trust Agreement can be considered a board resolution.

What are the primary differences between this new Trust Agreement and the original Agreement?

The original Trust Agreement was controlled by the Special Districts Association of Oregon (SDAO) Board of Directors. The SDAO Board was the only body that could modify the Trust Agreement and the SDAO Board was also responsible for appointing the SDIS Board of Trustees. Legal counsel has advised SDAO and SDIS that for tax and other legal considerations the members should have a greater participation in the Trust. SDIS and its

participating members will now be responsible for adopting and amending the Trust Agreement. Also, the Trustees will now be appointed by the Trustees themselves. To ensure continuity and ongoing support, the SDAO will still be closely aligned with SDIS as its Sponsoring Member.

Why can't my District find a resolution adopting the original Trust Agreement?

When the original Trust Agreement was created in 1985, the originators did not believe the Trust Agreement needed to be approved by the participating members. They had the opinion that the coverage documents issued to members at their insurance renewals were considered an intergovernmental agreement that was entered into with the members when the members paid their contributions. With changes in law and philosophy over time, our current legal counsel feels that the best course of action for the newly amended Declaration of Trust is for each member to sign a resolution agreeing to enter into the Trust Agreement as an intergovernmental agreement.

What happens if my District does not adopt the Resolution?

Unfortunately, if your District does not adopt the Trust Agreement then your District will no longer be able to participate in the self-insured health, dental, property, liability or workers compensation programs. Your District will not be able to renew its coverage in these programs when your current policy term expires.

Who should I contact if I have questions about the enclosed materials?

Membership Services Department
sdao@sdao.com
(503) 371-8667
(800) 285-5461

**BAKER COUNTY LIBRARY DISTRICT
LIBRARY BOARD**

Resolution No. 2014-15.003

Adopting the SDIS Joinder for Trust Agreement

July 14 2014

WHEREAS, Special Districts Insurance Trust (SDIS) has amended their Trust Agreement recently;
And

WHEREAS, the revisions change the Trust Agreement into an intergovernmental agreement and require approval by member Districts; and

WHEREAS, Baker County Library District is a member of SDIS and wishes to continue being so;

Now, therefore be it RESOLVED, that the BCLD Board of Directors adopts Exhibit A, the Joinder to Trust Agreement for Initial Members.

ADOPTED by the Board of Directors of Baker County Library District this 14th day of
July 2014

FOR THE BOARD:

Signature
BCLD Board President

ATTEST:

Signature: Perry Stokes
District Secretary

EXHIBIT A

FORM OF

JOINDER TO TRUST AGREEMENT

FOR INITIAL MEMBERS

By execution of this Joinder, the undersigned public body hereby agrees to become a party to, and is bound by, the First Restatement of Declaration of Trust of the Special Districts Insurance Trust effective as of April 1, 2014 (and as the same may be amended, supplemented or otherwise modified from time to time, the "Agreement"), by and among the Trustees and the Members, in the same manner as if the undersigned were an original signatory to such Agreement.

The undersigned represents and warrants that (i) the undersigned has received a copy of, and has reviewed the terms of, the Agreement and all related or relevant documents and agreements, (ii) undertakes to become a Member of the Special Districts Insurance Trust with all the rights and obligations thereof, and (iii) such undertaking has been duly authorized as an intergovernmental agreement to create a program of self-insurance pursuant to ORS 30.282.

Capitalized terms used but not defined in this Joinder shall have the meanings set forth in the Agreement.

IN WITNESS WHEREOF, the undersigned has executed this Joinder as of this ____ day of _____, 2014.

[Name of District]

By: _____

Name: _____

Title: _____

Address for Notices:

With copies to:

Special Districts Insurance Services Trust

First Restatement of Declaration of Trust

RECITALS

1. Oregon Revised Statutes Chapter 30.282 authorizes Public Bodies within the state of Oregon to create and participate in self-insurance programs through intergovernmental agreements;
2. On July 1, 1985, the Special Districts Association of Oregon and certain trustees entered into a Declaration of Trust for the Special Districts Insurance Services Trust, which set forth the terms and conditions upon which a self-insurance program solely for the benefit of governmental entities would be organized and operated pursuant to Oregon Revised Statutes Chapter 30.282, which Declaration of Trust was amended on October 22, 1987, February 18, 1988, January 25, 1989, June 27, 1991, June 2, 1994, December 9, 1999, September 21, 2000, January 10, 2002, April 17, 2003, and June 7, 2006 (the "Amended Trust Declaration");
3. The Initial Members have made Contributions to the trustees of the Trust and the trustees have implemented a self-insurance program with multiple pools for the benefit of the Initial Members, and the funds associated with such program constitute a trust fund that has been held for the exclusive benefit of the Initial Members participating in a self-insurance program;
4. Article 7 of the Amended Trust Declaration provided that the Amended Trust Declaration could be amended by the Board of Directors of the Special Districts Association of Oregon, by delivery of a copy of the amendment to each Trustee, provided however, that no amendment could operate to the prejudice of any vested rights held by any participant in the program of the Trust under a policy, contract, or other document for the benefit of such participant; and
5. The Board of Directors of the Special Districts Association of Oregon and the trustees of the Trust have determined that a restatement of the Amended Trust Declaration in the form of this First Restatement of Declaration of Trust, is in the best interests of the Initial Members and prospective Members, and have determined that this First Restatement of Declaration of Trust should be submitted to the Initial Members, and to prospective Members as appropriate, to allow them to become Members.

SECTION 1 DEFINITIONS

1.1 **Definitions.** All capitalized terms in this Agreement shall have the meanings given to them in this Section 1.

1.2 **"Agreement"** means this First Restatement of the Declaration of Trust.

1.3 **"Amended Trust Declaration"** means the Special Districts Insurance Services Trust Declaration of Trust described in the Recitals.

1.4 **"Associated"** means, when used in the phrase "Associated with" an organization, the status of being a current employee of, or a member of the governing body of, that organization, or being a volunteer in good standing of an organization (in accordance with the policies and procedures of that organization) who is nominated in a writing signed by the Chair of the Board of Directors of the organization.

1.5 **"Audit Committee"** means the committee established by the Board, as described in Section 4.8(c).

1.6 **"Board"** means the Board of Trustees of the Trust.

1.7 **"Board Observer"** means the person designated by the Sponsoring Member to attend Board meetings pursuant to Section 4.1(b).

1.8 **"Contribution"** means the amount a Member contributes to the Trust annually pursuant to the Coverage Document.

1.9 **"Coverage Document"** means a contract between the Trust and a Member with respect to self-insurance coverage with respect to which a Member makes a Contribution.

1.10 **"Deadlocked"** means a situation in which the vote of the Trustees on a matter is evenly split for two or more meetings at which such matter is submitted to a vote.

1.11 **"Effective Date"** means April 1, 2014.

1.12 **"Executive Committee"** means the committee established by the Board, as described in Section 4.8(a).

1.13 **"Former Member"** means a Special District, Public Body or Sponsoring Member that was at one time a Member, but whose membership has Terminated.

1.14 **"Initial Members"** means those Special Districts and Public Bodies that had in effect a Coverage Document on the day before the Effective Date.

1.15 **"Joinder"** means a document, substantially in the form attached as Exhibit A, the execution of which constitutes a Member's agreement to be bound by the terms and conditions of this Agreement, and shall include a duly executed resolution in substantially the same form.

1.16 **"Majority"** means more than 50%.

1.17 **"Member"** means a Special District or Public Body that has executed a Joinder to this Agreement and the Sponsoring Member, the membership of which has not Terminated.

1.18 **"Nominating Committee"** means the committee established by the Board as described in Section 4.8(b).

1.19 **"Public Body"** means an entity described in Oregon Revised Statutes 30.260.

1.20 **"Quorum"** means a Majority of the Trustees.

1.21 **"Special District"** means a governmental entity described in Oregon Revised Statutes 198.010.

1.22 **"Sponsoring Member"** means the Special Districts Association of Oregon.

1.23 **"Termination"** means the cessation of the membership of a Member pursuant to this Agreement.

1.24 **"Trust"** means the Special Districts Insurance Services Trust.

1.25 **"Trustee"** means a person who has executed this Agreement or a duplicate thereof agreeing to accept the responsibilities of trusteeship under this Agreement, and who has not resigned or been removed as a Trustee.

1.26 **"Trust Property"** means cash, property or any asset held by the Trustees and subject to this Agreement.

SECTION 2 PURPOSES AND OPERATON OF TRUST

2.1 **Purposes.** The purposes of the Trust shall continue to be the operation of a program of self-insurance whereby the Members' exposures in the areas of tort liability, property, workers compensation, and ancillary program areas may be effectively and economically managed, and whereby insurance and risk retention strategies to manage such risks may be most responsibly and economically funded, and to provide life, health, and disability programs and other personnel benefit services to Members. The Trustees shall endeavor to accomplish these goals by:

(a) Acting to ensure that there is available to Members markets for liability, property, workers compensation, and ancillary coverages appropriate to risks to which such Members are exposed and markets, programs and services for employee benefits and health, life, and disability insurance coverage needs of Members.

(b) Aggregating the collective buying power of Members and the economic advantages of individual and pooled risk retention and other strategies, where lawful and actuarially sound, and to reduce and stabilize the cost of funding those risks.

(c) Making available to Members resources and expertise in the management of risk through loss prevention and loss control programs, claims management, consulting, data gathering, information sharing and related services.

(d) Acting as a representative and information resource for Members in presenting to appropriate legislative and administrative bodies and committees, data and policy issues related to the cost of public risk in Oregon.

(e) Creating, upon authorization by the Board, pooled self-insured programs funded by Member Contributions and based on sound actuarial analysis, which may be structured as separate pools for various types of risk, with physical or accounting segregation as determined by the Board.

(f) Developing and providing other insurance programs, retirement programs or other related services as are approved by the Board, including but not limited to loan or grant programs in amounts not material to Trust operations and designed to further the objectives of the Trust.

(g) Providing access for Members to coverages with respect to which the Trust is not an indemnitor.

2.2 Trust Property. The Trustees shall collect and manage Trust Property, including but not limited to insurance premiums, Contributions and other revenues, shall make appropriate disbursements from the Trust, and shall oversee the management and administration of the programs of the Trust, approving the necessary contracts, insurance policies, premium contributions, fee schedule group purchases and making such other arrangements and implementing such strategies as necessary to carry out purposes described herein regarding the self-insurance programs, for the exclusive benefit of the Members and as described in this Agreement.

SECTION 3

CONTINUATION OF TRUST AND FUTURE CONTRIBUTIONS

3.1 Trust Agreement. The Trustees and the Sponsoring Member hereby enter into this First Restatement of Declaration of Trust, to be effective on the Effective Date. The Trustees shall invite the Initial Members, and such other Special Districts or Public Bodies as appropriate, to become Members.

3.2 Trust Continuation. The Trust shall continue without interruption on and after the Effective Date and shall be operated from the Effective Date pursuant to this First Restatement of Declaration of Trust.

3.3 Existing and Future Trust Property. The Members confirm that the Trust Property subject to the Amended Trust Declaration as of the Effective Date of this Agreement, including all Contributions and income and profits therefrom, shall remain Trust Property, to be held, managed and distributed pursuant to this Agreement.

3.4 Contributions. Any Contributions made on or after the Effective Date of this Agreement, along with any and all income and profits therefrom, shall be Trust Property, and shall be held, managed and distributed pursuant to this Agreement. A contributing Member's Contribution is irrevocable.

3.5 Agreement by Trustees. The Trustees hereby declare that they will administer, manage, collect, receive, dispose of and distribute all Trust Property for the exclusive benefit of the Members as provided in this Agreement.

SECTION 4 BOARD OF TRUSTEES

4.1 Board of Trustees.

(a) *In General.* The Trust shall be governed by a Board of Trustees ("the Board") composed of not fewer than five, nor more than nine, Trustees. Until changed by a vote of the Board, the number of Trustees shall be seven.

(b) *Board Observer.* As long as the Sponsoring Member is a Member, it shall from time to time designate a Board Observer, who shall be entitled to attend all meetings of the Board, but who shall not be a Trustee, shall have no fiduciary duties, and shall not vote. The Board Observer shall advise the Board on matters potentially affecting Special Districts throughout Oregon, as such matters relate to the activities of the Trust. The Board Observer shall be a nonvoting member of all standing and ad hoc committees of the Board. If the Sponsoring Member ceases to be a Member, there shall be no Board Observer position.

(c) *Continuation of Trustees.* Notwithstanding any requirement of Section 4.3, Trustees of the Trust serving as of the Effective Date shall continue to serve as Trustees until the expiration of their terms of office.

(d) *Election of Trustees.* The Board shall elect a Trustee to fill any vacant Trustee position, which elected Trustee shall serve until expiration of the vacated position.

4.2 Meetings.

(a) *Annual Meeting.* An annual meeting of the Trustees shall be held in June of each year.

(b) *Special Meetings.* Special meetings of the Trustees may be called by the Sponsoring Member, Chair, the Vice-Chair, or a Majority of Trustees, by giving written notice to the Chair or the Vice-Chair.

(c) *Quorum.* A Quorum of Trustees must be present to conduct business at a duly called meeting.

(d) *Manner of Acting.* With respect to any matter to be decided by the Trustees, the Trustees shall act by Majority vote of all Trustees.

(e) *Location of Meeting.* All meetings shall be held within the State of Oregon. While every meeting must have a physical location at which at least one Trustee appears, Trustees may participate in the meeting by means of a conference telephone call or electronic communication method if all persons participating in the meeting can hear each other at the same time.

4.3 Qualifications of a Trustee.

(a) *In General.* Except as provided in Section 4.3(b), as a qualification for appointment and continued service, each Trustee shall be a natural person Associated with a Special District which is a Member.

(b) *Continued Service by Trustee.* If a Trustee becomes no longer Associated with a Member during the Trustee's term of office, the Trustee may serve out the remainder of the Trustee's term.

4.4 Term of Office of Trustee.

(a) *Fixed Terms.* Trustees shall be appointed for a fixed term. Terms shall be three years and shall be staggered so that no more than three Trustees' terms expire during any calendar year. There shall be assigned position numbers to each Trustee position.

(b) *Reappointment.* A Trustee may serve any number of consecutive terms.

4.5 Resignation of a Trustee. A Trustee may resign at any time by giving written notice to the Chair, Vice-Chair or Secretary of the Trust, which resignation shall be effective upon delivery or on such later date specified in the resignation.

4.6 Removal of a Trustee.

(a) *Removal by Trustees.* A Trustee may be removed by a Majority Vote of the Trustees other than the Trustee who is being considered for removal.

(b) *Deadlock Process.* If the Board is Deadlocked on removal of a Trustee, the matter shall be submitted pursuant to the Deadlock Process described in Section 4.13. The Board of Directors of the Sponsoring Member shall determine whether the affected Trustee is to be removed as a Trustee, which decision shall be final. If the Board of Directors of the Sponsoring Member determines that a Trustee should not be removed, that Trustee shall serve until the expiration of his or her term, unless the other Trustees determine that the affected Trustee has engaged in intentional misconduct or gross negligence in carrying out his or her duties, in which case such Trustee may be removed using the processes described in Section (a) and (b) of this Section 4.6.

4.7 Officers.

(a) *Officers.* The officers of the Board shall be a Chair, a Vice-Chair, a Secretary, and a Treasurer. The same person may not concurrently occupy more than two offices.

(b) *Appointment.* Officers shall be elected by the Board at the annual meeting and shall serve a one-year term or until their successors are elected by the Board.

(c) *Resignation.* An officer may resign at any time by giving written notice to the Chair, Vice Chair or Secretary of the Trust, which resignation shall be effective upon delivery or on such later date is specified in the resignation. In the event of a vacancy in an officer's position, the Board shall fill the unexpired portion of the term by election at the next Board meeting.

(d) *Duties of Chair.* The Chair shall, when present, preside at all meetings of the Board and of the Members. He or she shall serve as the chair of the Executive Committee and shall be an ex-officio Member of all other standing committees. The Chair shall perform all duties required of him or her by the Board.

(e) *Duties of Vice-Chair.* The Vice-Chair shall preside at all meetings of the Board and of the Members in the absence of the Chair. He or she shall perform such other duties as assigned by the Board or the Chair. The Vice-Chair shall be the chair of the Nominating Committee.

(f) *Duties of Secretary.* The Secretary will keep or cause to be kept at the Trust's principal office all of the minutes of the meetings of the Board and Members showing the time and place of meeting, the notice given, the names of those present and the content of such meeting in reasonable detail. The Secretary shall perform such other duties as assigned by the Board or the Chair.

(g) *Duties of Treasurer.* The Treasurer will be responsible for oversight of (i) the funds of the Trust; (ii) deposits and withdrawals of such funds in such depositories as may be authorized by the Board; and (iii) the keeping of a full and accurate account of receipts and disbursements at the Trust's principal office. The Treasurer shall be the chair of the Audit Committee and shall perform such other duties as assigned by the Board or the Chair.

4.8 Committees.

(a) *Executive Committee.* The Board shall establish an Executive Committee, the objective of which is to prepare for Board meetings, address the business of the Trust between Board meetings in a manner delegated by the Board, and recommend to the Board the admission of new Members and Termination of existing Members, as necessary.

(b) *Nominating Committee.* The Board shall establish a Nominating Committee, the objective of which is to identify and recommend to the Board appropriate candidates for trusteeship from among the Members.

(c) *Audit Committee.* The Board shall establish an Audit Committee, the objective of which is to assure that the Board is adequately and currently informed of the financial condition of the Trust through reports and other methods.

(d) Other Committees. The Board may establish such other committees as it deems necessary and appropriate to carry out its responsibilities, which committees may be standing or ad hoc committees, in the discretion of the Board.

4.9 Salaries and Expenses. Trustees shall serve without compensation, but shall be entitled to reimbursement for expenses in accordance with the applicable expense policies of the Trust.

4.10 Policies and Procedures. The Trustees may from time to time adopt policies and procedures for operation of the Board, committees, and the Trust that are not inconsistent with this Agreement. The Trustees shall establish and maintain policies and procedures designed to cause the Trust to retain net assets sufficient to satisfy projected liabilities at appropriately high actuarially determined confidence levels in the event of catastrophic loss.

4.11 Powers of Trustees. The Trustees shall have each and every power accorded to Trustees under Oregon law and the authority to act in all matters relating to the Trust and Trust property, including but not limited to the power to:

- (a) make and enter into contracts;
- (b) incur debts, liabilities, and obligations;
- (c) acquire, hold, or dispose of property, contributions and donations of Property, funds, services, and other forms of assistance from any person;
- (d) sue and be sued in the name of the Trust, and to settle or compromise any claim;
- (e) engage and employ agents, employees, consultants, contractors, advisers, and any other personnel to assist in the activities of the Trust;
- (f) receive, collect, and disburse monies from any source;
- (g) authorize and pay or credit to Members (and not Former Members) such amounts, from the excess of available funds over amounts required or projected by the Board to fund Trust operations and claim liabilities, as determined appropriate by the Board, in its sole discretion; and
- (h) do all other things necessary and appropriate to carry out the purposes of the Trust and permitted by law.

4.12 Services Contract. The Trustees may enter into a contract with a Member to perform duties of administration of the Trust, which duties shall include but not be limited to claims administration, loss control, underwriting, and other consulting services as may be specified by contract between the Trust and the service provider.

4.13 Deadlock. If at any time the Trustees are Deadlocked on any issue, the Chair or Vice-Chair shall prepare a memorandum summarizing the facts and circumstances of the

situation in reasonable detail, and shall submit this memorandum to the Chair of the Board of Directors of the Sponsoring Member. The Board of Directors of the Sponsoring Member shall resolve the Deadlock and inform the Trustees of its decision, which decision shall be binding upon the Board.

SECTION 5 MEMBERSHIP

5.1 Sponsoring Member. The Special Districts Association of Oregon is the Sponsoring Member of the Trust. The role of the Sponsoring Member is to provide the experience and continuity needed by the Trust to best serve its Members. The Sponsoring Member shall have ongoing duties to the Trust, including:

- (a) Working closely with others engaged by the Trust to provide various services;
- (b) Appointment of a Board Observer, as described in Section 4.1(b);
- (c) Providing its Executive Director as Trust Administrator for the Trust, who shall act in the role of chief operating officer and shall carry out the day-to-day duties of trust administration, as delegated by the Trustees;
- (d) Facilitating strategic planning for the Trust and recommending strategies for improving services to Members and improvement of ongoing operations of the Trust; and
- (e) Engaging in such other duties as reasonably requested by the Board to carry out the objectives of the Trust.

5.2 Distribution to Sponsoring Member. The Trust shall make an annual distribution to the Sponsoring Member in an amount to be determined by the Board in consultation with the Sponsoring Member.

5.3 Qualifications for Membership. A Member other than the Sponsoring Member must be a Special District or Public Body, within Oregon, that is a member in good standing of the Special Districts Association of Oregon.

5.4 Effect of Membership. A Member shall be eligible to participate in the coverages and services offered by or through the Trust on such terms and conditions as set forth in the Coverage Documents. Once an entity becomes a Member, such membership shall continue until terminated in accordance with this Agreement.

5.5 Initial Members. All entities who are Initial Members on the day before the Effective Date shall be eligible to become Members of the Trust as of the Effective Date by executing a Joinder.

5.6 New Members. Upon application by a Special District or Public Body to become a Member of the Trust, the Board may approve membership of such entity on such terms and

conditions as Board determines, in its sole discretion. The Board shall have the exclusive authority to approve or deny an application for membership, in its sole discretion.

5.7 Termination of Membership.

(a) *Termination of All Coverages.* Upon the termination of all participation in programs of the Trust, including but not limited to coverage under all Coverage Documents with respect to a Member (other than the Sponsoring Member), a Member's membership shall cease.

(b) *Sponsoring Member.* The Board may Terminate the membership of the Sponsoring Member for intentional wrongdoing or gross negligence, in its conduct as a Member, by a vote of two-thirds of the Trustees.

5.8 Liability after Termination of Membership. Upon Termination of membership, the Member will continue to be liable for the payment of any Contributions due as of the date of Termination. In the event the Trust is unable to perform its contractual obligations on a Former Member's behalf, the Member will continue to be liable for the payment of its own claims and liabilities arising out of the period when the Former Member was a Member.

5.9 Resumption of Membership after Termination. A Former Member may reapply for membership three years after Termination of membership. The Board in its discretion may waive this time limit or impose additional waiting periods.

5.10 Duties and Obligations of Members.

(a) *Joinder to First Restatement.* Each Member (other than the Sponsoring Member) shall execute a Joinder to this Agreement in a form approved by the Board and shall execute such other documents as are reasonable and appropriate, in the determination of the Board, to evidence membership in the Trust.

(b) *Information.* Each Member will furnish to the Trustees such underwriting and other information as may be reasonably required to carry out the purposes of the Trust at least 45 days prior to the end of the coverage period as described in the Coverage Documents.

(c) *Contributions.* Each Member shall make an annual Contribution based on the coverages the Member elects to the Trust in the amount determined by the Trustees, which amount shall be communicated to the Members within a reasonable period prior to renewal of coverage. The amount of the Contribution of each Member shall be determined by the Board, in its sole discretion, based on the coverages the member elects.

(d) *Cooperation.* As participants in a self-insured program, Members have an obligation to control claim costs by minimizing risk by establishing best management and safety practices. Each Member shall cooperate fully with the Trustees and their agents in the mitigation of risk and the administration of claims. Members' required cooperation shall include, but not be limited to:

(i) Following the loss prevention and risk management programs of the Trust, and abiding by all conditions, requirements, rules or regulations regarding loss control and risk management which may be promulgated by the Trust or its agents.

(ii) Annually completing a best practices checklist as requested by the Trust and endeavoring to the best of its abilities to adhere to the best practices identified on the checklist.

(iii) Giving prompt notification of any claim to the Trust as provided in the Coverage Documents.

(iv) Permitting the Trust's agents at any reasonable time to inspect the Member's properties and operations, and to examine the Member's books, documents and records of any and every kind pertinent to membership or in the administration of the Trust.

(v) Answering questionnaires pertinent to the operation of the Trust, or any particular pool maintained by the Trust, regarding the operations of the Member.

(e) *Trust Insolvency.* In the event of insolvency of the Trust, each Member or Former Member will continue to be liable for the payment of its own claims and liabilities arising during the period of membership.

5.11 Appointment as Agent. Each Member hereby appoints the Trust or its designated agent to act as the Member's agent and attorney-in-fact to act on its behalf, to execute all contracts, reports, waivers, agreements and service contracts, and to make an arrangement of payment of claims and all other things required for the proper and orderly operation of the Trust. Each Member agrees that the Trust or its designees shall have the sole responsibility for the adjustment and/or settlement of any and all claims.

SECTION 6

LIABILITY OF TRUSTEES AND INDEMNIFICATION

6.1 Errors and Omissions Insurance. The Trustees shall secure errors and omissions insurance covering each Trustee in such amounts and on such terms and conditions as determined appropriate by the Board.

6.2 Indemnity.

(a) *In General.* The Trust will indemnify to the fullest extent permitted by law any person who is made or threatened to be made a party to, witness in, or otherwise involved in, any action, suit or proceeding, whether civil, criminal, administrative, investigative, or otherwise (including an action, suit or proceeding by or in the right of the Trust) by reason of the fact that the person is or was a Trustee, Board Observer, or a fiduciary within the meaning of the Employee Retirement Income Security Act of 1974 with respect to any employee benefit plan of the Trust. The Trust may indemnify to the fullest extent permitted by law any person who is made or threatened to be made a party to, witness in, or otherwise involved in, any action, suit or proceeding, whether civil, criminal, administrative, investigative, or otherwise (including an action, suit or proceeding by or in the right of the Trust) by reason of the fact that the person is or

was an employee or agent of the Trust. Any indemnification provided pursuant to this Section 5.4(a) will not be exclusive of any rights to which the person indemnified may otherwise be entitled under any provision of any agreement, statute, policy of insurance, vote or resolution of the Board, contract, or otherwise. Notwithstanding the foregoing, the Trust shall not have any obligation to indemnify any person based on actions of such person that are found to constitute gross negligence or intentional misconduct by a court decision from which no appeal may be taken.

(b) *Advancement of Expenses.* The expenses incurred by a Trustee or other person in connection with any threatened, pending or completed action, suit or proceeding (except for an action, suit or proceeding by or in behalf of the Trust), whether civil, criminal, administrative, investigative, or otherwise, which the Trustee or other person is made or threatened to be made a party to or witness in, or is otherwise involved in, will be paid by the Trust in advance upon the written request of the Trustee or other person if he or she (i) furnishes the Trust a written affirmation that in good faith the Trustee believes that he or she is entitled to be indemnified by the Trust; and (ii) furnishes the Trust a written undertaking to repay such advance to the extent that it is ultimately determined by a court that such Trustee or other person is not entitled to be indemnified by the Trust.

(c) *Amendment.* No amendment to this Section 6.2 that limits the Trust's obligation to indemnify any person will have any effect on such obligation for any act or omission that occurs prior to the later of the effective date of the amendment or the date notice of the amendment is given to the person.

(d) *Further Action.* To the fullest extent permitted by law, no Trustee of the Trust or Board Observer will be personally liable to the Trust or the Members for monetary damages for conduct as a Trustee. Without limiting the generality of the preceding, if after this Section 6.2 becomes effective the Oregon statutes are amended to authorize Trust action further eliminating or limiting the personal liability of a Trustee or Board Observer, then the liability of Trustees of the Trust and the Board Observer will be eliminated or limited to the fullest extent permitted by the Oregon statutes, as so amended. No amendment or repeal of this Section 6.2 nor a change in the law, will adversely affect any right or protection that is based upon this Section 6.2 and that pertains to conduct that occurred prior to the time of such amendment, repeal, adoption or change. No change in the law will reduce or eliminate the rights and protections set forth in this Section 6.2 unless the change in the law specifically requires such reduction or elimination.

6.3 Use of Trust Assets to Defend Trust. Trust Property may be used to defend claims of any type made against the Trust or Trustees, and such use shall not be deemed a conflict of interest for any Trustee.

SECTION 7 TERMINATION OF TRUST

7.1 Termination of Trust. The Trust shall terminate upon a vote to terminate the Trust by (A) the Board of Directors of the Sponsoring Member (if the Sponsoring Member is a Member) and (B) either (i) two-thirds of the Trustees or (ii) three-fourths of the Members. The

Trust shall terminate upon a determination by a court of competent jurisdiction that the purposes of the Trust cannot be accomplished, even with amendment or modification of the Agreement or Trust structure. In the event of termination, the Trust shall continue for the purpose of making allowances for claims, retiring any debt, distributing all assets, and performing all other functions necessary to conclude the affairs of the Trust, all of which shall be the responsibility of the Sponsoring Member, for which it will be paid reasonable compensation.

7.2 Distribution of Assets. Upon termination of the Trust, all Trust Property shall be distributed among the Special Districts and Public Bodies who are Members at the date of termination of the Trust, in proportion to their Contributions to the Trust during the 5 years immediately preceding the effective date of termination of the Trust.

7.3 No Assessments. The Trust shall not have the authority to assess Members or Former Members for additional Contributions in the event of Trust insolvency.

SECTION 8 AMENDMENT

8.1 Method of Amendment. This Agreement may be amended by vote of two-thirds of the Trustees and the approval of the Board of Directors of the Sponsoring Member. Amendments shall be distributed to the Members within 60 days of adoption.

8.2 Limitation on Amendments. No amendment to this Agreement shall be adopted which provides for distribution upon dissolution to other than the Members, that causes gratuitous diversion of Trust Property for the benefit of private interests, or retroactively divests a Member of a vested right granted to that Member pursuant to a Coverage Document.

SECTION 9 MISCELLANEOUS

9.1 Title to Trust Property. Legal title to all Trust Property shall be held by the Trustees for the exclusive benefit of the Members as described in this Agreement.

9.2 No Interest in Trust Property by Members. No Member shall have any right to or interest in Trust Property, and no creditor of any Member shall have any claim against Trust Property for any debt or obligation of a Member.

9.3 Intergovernmental Agreement. This Agreement is intended to be an intergovernmental agreement as described in Oregon Revised Statutes 30.282 for three or more Public Bodies to create a program of self-insurance, and shall be interpreted for all purposes as such an agreement.

9.4 Governing Law. This Agreement shall be governed by the laws of the State of Oregon.

9.5 Joinders. Any Joinder to this Agreement executed by a Member will be deemed to be that Member's assent to the entirety of this Agreement, as if such Member had executed an original of this Agreement.

9.6 Dispute Resolution.

(a) *Appeal to Board of Trustees.* In the event of any dispute arising from the operation of the Trust, the affected Member shall first appeal to the Board. In a matter relating to a claim under a Coverage Document, the appeal must be made within 30 days of the Trust's proposed resolution of the disputed claim unless otherwise provided in the Coverage Document. To institute an appeal, the Member must give written notice to the Chair or Vice-Chair of the Board, providing a written summary of the dispute, detailing in reasonable detail the facts and circumstances of the issue and the requested remedies. At the next scheduled Board meeting or at such other time as determined by the Chair, the Board will review the matter, using procedures as promulgated by the Board. The Board's decision will be communicated to the Member within 90 days of the Board's hearing of the appeal.

(b) *Mandatory Mediation.* If a dispute is not resolved by appeal to the Board, it must be submitted to the Arbitration Services of Portland ("ASP"), or its successor, for mediation. The Trust or any Member may commence mediation by providing ASP and the other affected parties a written request for mediation, setting forth the subject of the dispute and the relief requested. The Trust and each affected Member shall cooperate with ASP and with one another in selecting a mediator from the ASP panel of neutrals and in scheduling the mediation proceedings. They agree that they will participate in the mediation in good faith and that they will share equally in the costs (the Trust will pay one half of the costs and the other half will be paid by the affected Member, or if more than one Member, each shall contribute equally to that half or otherwise as they may agree). All of the offers, promises and conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator or any ASP employees, are confidential and privileged and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the parties, providing that evidence that is otherwise admissible and discoverable will not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

(c) *Mandatory Arbitration.* If the matter is not resolved through mediation, then it shall be submitted to ASP, or its successor, for final and binding arbitration pursuant to the rules of commercial arbitration for ASP. The Trust or a Member may initiate the arbitration with respect to the matter submitted to mediation by filing a written demand for arbitration at any time following the initial mediation session or at any time following 45 days from the date of filing the written request for mediation, whichever occurs first ("Earliest Initiation Date"). The mediation may continue after the commencement of arbitration if the parties agree. At no time prior to the Earliest Initiation Date will either side initiate an arbitration or litigation related to this Agreement, except as provided by the rules of commercial arbitration for ASP or by agreement of the parties. All applicable statutes of limitations and defenses based upon the passage of time shall be tolled until 15 days after the Earliest Initiation Date. The parties will take such action, if any is required, to effectuate such tolling. The dispute will be settled by a single arbitrator. The parties will cooperate with ASP and with one another in selecting an arbitrator and in scheduling arbitration proceedings. Arbitration will occur in Salem, Oregon unless the parties otherwise agree. The parties will be entitled to conduct discovery in accordance with the Federal Rules of Civil Procedure, subject to limitation by the arbitrator to secure the just and efficient resolution of the dispute. If the amount in controversy exceeds

if any. In any arbitration arising out of or related to this Agreement, the arbitrator may not award any incidental, indirect or consequential damages, including damages for lost profits. The decision of the arbitrator will be final and binding. The party prevailing in the arbitration will also be entitled to recover any amount for his or her costs and attorney fees incurred in connection with the arbitration as determined by the arbitrator. Judgment upon the arbitration award may be entered in any court having jurisdiction.

(d) *Coverage Document Dispute Resolution.* The dispute resolution provisions in any Coverage Document shall apply for the matters to which such provisions are made applicable in the Coverage Document, and shall supersede the dispute resolution provisions of this Section 9.6. If a Coverage Document is silent, or the dispute resolutions contained within it do not apply to a particular dispute, the dispute resolution provisions of this Section 9.6 shall apply.

This First Declaration of Trust is executed by the Sponsoring Member and by the Trustees, who by affixing their signature hereto, agree to accept their appointment as Trustees under this First Restatement of the Declaration of Trust of the Special Districts Insurance Services Trust as of the Effective Date.

SPONSORING MEMBER:

Special Districts Association of Oregon

By: Diedre Conkling

Its: SDAO Board of Directors President

TRUSTEES:

Position No. 1

Position No. 2

Position No. 3

Position No. 4

Position No. 5

Position No. 6

Position No. 7

From: BCLD Library Director [mailto:director@bakerlib.org]

Sent: Thursday, June 19, 2014 1:15 PM

To: [REDACTED]

Subject: Firearms in Baker County Libraries

Hello [REDACTED],

I am responding to your phone call about the legality of firearms in Baker County Libraries.

Baker County District Attorney [Matt Shirtcliff](#) has confirmed that in general, Oregon law prohibits firearms in public libraries under [ORS 166.370](#). The law does allow several exceptions such as for law enforcement, active duty military personnel, and persons with a valid concealed handgun license.

The basis of this interpretation of the law is that as a municipal corporation a Baker County Library is classified as a "public building" as listed in [ORS 166.370\(4\)](#):

"Public building means a hospital, a capitol building, a public or private school, as defined in ORS 339.315 (Report required if person has possession of unlawful firearm or destructive device), a college or university, a city hall or the residence of any state official elected by the state at large, and the grounds adjacent to each such building. The term also includes that portion of any other building occupied by an agency of the state or a **municipal corporation**, as defined in ORS 297.405 (Definitions for ORS 297.020, 297.230, 297.405 to 297.740 and 297.990), other than a court facility."

Cities, counties, special districts, and school districts are all considered municipal corporations. Baker County Library District is a "special district" formed under ORS [198.010](#).

Currently, there is no specific language in BCLD policy or posted signage prohibiting firearms or weapons. Our [Code of Conduct](#) policy does include a general prohibition of unlawful activity, which states "...any violation of Federal, State, or local statutes will be regarded as a violation of library rules."

If Baker County Library staff does observe a person is carrying a gun in the library or receive a report to that effect, they are directed to confirm the individual is either licensed to carry or is participating in a scheduled educational program or community event in the library meeting room (hunter safety course, black powder rifle club). Persons not able to verify a firearm is authorized will be informed of ORS 166.370 and asked to leave the library. Police may be contacted to determine if a firearm is being carried legally in the building.

I hope this answers your question.

Please let me know if you have other concerns. I would be happy to convey your comments to the library board at its next meeting on Monday, July 14 2014 at 6pm at the library. You are also most welcome to attend and participate in that or any library board meeting during the comment period.

Kindest regards,

Perry Stokes | Library Director

Baker County Library District | 2400 Resort St | Baker City, OR 97814

o: 866-297-1239 | m: 541.403.0450 | f: 541-523-9088 | e: director@bakerlib.org

NORTHEAST OREGON HOUSING AUTHORITY

USE OF SPACE AGREEMENT

In consideration of the obligations to be undertaken hereunder,
the **Northeast Oregon Housing Authority**, hereinafter called the "Licensor", hereby agrees to permit
use of the library space/designated library space hereinafter defined as the "Premises" to
Baker County Library District, hereinafter called "Licensee", upon the following terms and conditions:

GENERAL PROVISIONS

Article I: Premises

- A. The Premises are located at the following Housing Development, which is owned by the Licensor and commonly known as:

Richland School Apartments, 42008 Moody Rd, Richland, OR 97870

- B. The term "Premises", for purposes of this Agreement, shall be limited to the following library space/designated library space, including children's room, adjunct teacher's lounge and primary entryway to the library space located on the northeast corner at the above named Housing Development:

Richland Library Branch of the Baker County Library District.

- C. The Premises shall include all facilities, building equipment, fixtures, and appurtenances located upon the Premises prior to Licensee occupancy. Licensee shall supply its own equipment, furnishings, etc., where applicable, and upon written approval of Licensor. Licensee shall retain ownership of all existing property and assets it has previously supplied on the premises upon termination or expiration of this agreement.
- D. Licensee shall be fully responsible for cleaning the Premises for the duration of this Agreement and will return the Premises in the same condition as it existed at the commencement of the Agreement. If Licensee elects not to be responsible for cleaning the Premises, Licensor shall clean said Premises during the term of the Agreement. Licensor shall submit periodic bills for the actual cost of cleaning the Premises to Licensee to be paid with the next periodic payment of monthly license fees.

Article II: Term

The term of this Agreement shall be a Five (5) Year Lease to begin on JULY 1 , 2014, and end on JUNE 30 , 2019, unless sooner terminated as provided for herein.

Article III: License Fee/Utility Payments

A. License Fee

Licensee shall pay a license fee in the amount of \$ -0- per year. License fee, where applicable, is due on the first of each month. Payment shall be made to:

Northeast Oregon Housing Authority, P.O. Box 3357, La Grande, OR 97850.

B. Utilities

Licensee shall be responsible to pay Northeast Oregon Housing Authority for the electricity at 70% of billing from Idaho Power for Account# 5778246468 Service Agreement# 3557422670 Service Location: 42008 Highway 86 E/Richland, Oregon. Licensee will also pay Northeast Oregon Housing Authority

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for water/sewer utilities necessary to serve the designated library space. NEOHA will send a monthly billing for electricity, water and sewer. Payment will be due within 30 days of billing. Payment shall be made to: Northeast Oregon Housing Authority, P.O. Box 3357, La Grande, OR 97850. Telephone bills for any charges for installation or service are the full responsibility of the Licensee.

Northeast Oregon Housing Authority will credit Baker County Library District for Idaho Power Electric bills they paid in February 2013 and March 2013 a total of \$694.00 for excessive electric usage due to Construction being done on the Richland School Apartments.

Northeast Oregon Housing Authority will also credit the Baker County Library District for service from 3/5/13-4/4/13 an extra \$115.00 from 70% usage due to Construction.

Article IV: Use of Premises

- A. Permitted Uses:** Licensee shall use the Premises only for the purpose(s) of Baker County Library District operations.
- B. Non-Discrimination:** In the performance of this Agreement, the Licensee shall not discriminate in the provision of services because of race, color, sex, age, religion, national origin, ancestry, handicap, disability, or familial status.
- C. Prohibited Uses:** The Licensee understands and agrees that the Premises shall not be used for illegal purposes.
- D. Resident Participation:** Programs and activities conducted by Licensee on the Premises shall be open to all residents of the Housing Development.
- E. Rules and Regulations:** Licensee shall abide by all rules, regulations, and policies established by Licensor governing the use of the Premises. Such rules, regulations and policies are incorporated into this Agreement by this reference. The rules, regulations, and policies may be modified from time to time at the discretion of Licensor. Licensor shall give written notice to Licensee of any modifications to the rules, regulations and policies, and such modifications shall be incorporated into this Agreement by way of amendment.
- F. Improvements and Installations:** Licensee may make alterations and improvements to the premises after obtaining written consent from the Licensor, which will not be unreasonably withheld. At any time before this lease ends, Licensee may remove any of the Licensee's alterations and improvements, as long as Licensee repairs any damage caused by attaching the items to or removing them from the premises. Permanent equipment, furniture, signage or decorations of any kind by Licensee or its agents shall not be attached or affixed to the exterior of the Premises or on any property of Licensor without prior written consent of the Licensor.
- G. Permits and Licenses:** Licensee warrants that it has or will obtain all necessary permits and licenses for the work to be performed under this Agreement.
- H. Annual Inspections/Extermination of Pests:** Licensee shall permit the inspection of the Premises, or the extermination of pests on the Premises, by the Licensor. Except in emergencies, Licensor will give the Licensee a minimum of 7 calendar days notice.
- I. Damage to Premises:** Licensee shall pay to the Licensor for any damage caused by Licensee and their guests/clientele in an amount determined to be reasonable by the manager of the Housing

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Development.

Article V: Expiration/Termination

- A. Termination by Either Party:** Either party may terminate this Agreement at any time, with or without cause, upon 90 days written notice, except that the Licensors may revoke this Agreement upon 30 day notice in case Licensee breaches any term, provision or condition hereof, or fails to observe any of the rules and regulations of this Agreement.
- B. Licensee's Duty to Surrender:** At the expiration or earlier termination of this Agreement, Licensee shall surrender the Premises to Licensors free and clear of all liens and encumbrances. Licensee shall leave the Premises and any other property surrendered in the same condition as existed at the commencement of the Agreement, reasonable wear and tear excepted.
- C. Final Inspection:** A joint inspection of the Premises shall be conducted by both parties at the expiration or sooner termination of this Agreement to agree upon the condition and contents of the Premises. Upon completion of the inspection, an inspection report describing the condition and contents of the Premises shall be signed and dated by both parties.
- D. Additional Remedies:** In addition to the right to terminate this Agreement as set forth herein. Licensors may pursue any other remedies available at law or in equity.
- E. Landlord/Tenant:** Nothing in this Agreement shall be deemed to have created the existence of a landlord/tenant relationship between the Licensors and Licensee.
- F. Notice:** Notices provided for in this Agreement shall be in writing and shall be addressed to the person intended to receive the same at the following address:

If to the Licensors:

**Northeast Oregon Housing Authority
2608 May Lane / P.O. Box 3357
La Grande, OR 97850
Attn: Dale Inslee, Executive Director**

If to the Licensee:

**Baker County Library District
2400 Resort Street
Baker City, OR 97814
Attn: Perry Stokes**

Notices addressed as provided above shall be deemed delivered when mailed by U.S. Mail or when delivered in person with written acknowledgement of the receipt thereof. The Licensee and the Licensors may designate a different address or addresses for notices to be sent by giving written notice of such change of address to all other parties entitled to receive notice.

Article VI: Indemnification

- A. Licensee hereby releases and shall indemnify, defend, and hold harmless NEOHA, its subsidiaries**

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affiliates, officers, agents employees, successors, assigns, and authorized representatives of all of the foregoing from and against all suits, actions, legal or administrative proceedings, claims, demands, liabilities, interest, attorney fees, costs, and expenses of any kind or nature, whether arising before or after completion of the work hereunder and in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part, or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence of Licensee, its sub-contractors, or of anyone acting under its direction or control or on its behalf in connection with or incidental to the performance of this contract.

Licensor's aforesaid release, indemnity, and hold harmless obligations, or portions of applications thereof, shall apply even in the event of the fault, negligence, or strict liability of the parties released, indemnified, or held harmless to the fullest extent permitted by law, but in no event shall they apply to liability caused by the sole negligence of the parties released, indemnified, or held harmless. If any portion of this indemnity clause is invalid or unenforceable, it shall be deemed excised and the remaining portions of the clause shall be given full force and effect.

- B. The Licensor does not, and shall not; waive any rights that it may have against the Licensee by reason of the acceptance by the Licensor, or the deposit with the Licensor, of any insurance policies or endorsements required pursuant to this Agreement. This indemnification provision shall apply regardless of whether or not said insurance policies or endorsements are determined to be applicable to any claim, demand, damage, liability, loss, cost or expense described above.

Article VII: Insurance

Without limiting Licensee's indemnification of Licensor, Licensee shall procure and maintain at Licensee's expense for the duration of this Agreement the following insurance against claims for injuries to persons or damage to property which may arise from activities.

A. **MINIMUM LIMITS OF INSURANCE**

Lessee shall maintain limits no less than:

1. **General Liability:** \$1,000,000 per occurrence for Bodily Injury, Personal Injury, and Property Damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this location or the general aggregate limit shall be twice the required occurrence limit.
2. **Workers' Compensation (statutory) and Employer's Liability:** \$100,000 per accident for Bodily Injury or Disease.
3. **Professional Errors and Omissions Liability:** not less than \$1,000,000 per occurrence.

B. **OTHER INSURANCE PROVISIONS**

The General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:

1. The Authority, its officers, officials, employees, and volunteers are to be covered as additional insured with respect to Lessee's occupancy and use of the leased premises, including all liability resulting from personal property of lessee brought onto the leased premises; or arising out of automobiles owned leased, hired, or borrowed by or on behalf of Lessee.
2. The Lessee's insurance coverage shall be primary insurance as respects the Authority, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Authority, its officers, officials, employees, or volunteers shall be excess of the Lessee's

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insurance.

3. Each insurance policy required by these specifications shall be endorsed to state that coverage shall not be cancelled or materially changed, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Authority.
4. Maintenance of the proper insurance for the duration of the contract is a material element of the contract. Material changes in the required coverage or cancellation of the coverage shall constitute a material breach of the contract by the Lessee.

C. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a current A. M. Best's rating of no less than A+:VI. Bidders must provide written verification of their insurer's rating.

D. VERIFICATION OF COVERAGE

Lessee shall furnish the Authority with original certificates and amendatory endorsements effecting coverage required by these specifications. The endorsements should conform fully to the requirements. All certificates and endorsements are to be received and approved by the Authority in sufficient time before the lease commences to permit Lessee to remedy any deficiencies. The Authority reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

1. **Failure to Procure Insurance:** Failure on the part of Licensee to procure or maintain required insurance shall constitute a material breach of this Agreement upon which Licenser may immediately terminate this Agreement.
2. **Proof of Insurance:** The Licensee shall provide proof of insurance to the Licenser and mail it to the Northeast Oregon Housing Authority, P.O. Box 3357, La Grande, OR 97850

Article VIII: Limitations

It is expressly understood that in permitting the right to use said Premises, no estate or interest in real property is being conveyed to Licensee, and that the right to use is only a nonexclusive, revocable and un-assignable permission to use the Premises in accordance with the conditions of the Agreement for the purpose of conducting the permitted activities.

Article IX: Assignment

This Agreement is personal to Licensee, and Licensee shall have no right or ability to assign the whole or any part of the Premises. In the event Licensee shall attempt to assign or transfer the same in whole or in part all rights hereunder shall immediately terminate.

Article X: Authority to Cease Activities

In the event that an authorized representative of Licenser finds that the activities being held on the Premises endanger the health or safety of persons on or near Premises, the representative may require that this Agreement immediately terminate forthwith until said endangering activities cease.

Article XI: Holdover

In the event of Licensee holdover beyond the term of this Agreement, with or without the express written consent of Licenser, such holding over shall be subject to the terms and conditions contained herein.

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Article XII: Waiver

No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding unless executed in writing by the party making the waiver.

Article XIII: Disputes

This Agreement is made, entered into and executed in Baker County, Oregon, and any action filed in any court for the interpretation, enforcement or other action of the terms, conditions or covenants referred to herein shall be filed in the applicable court in Baker County, Oregon.

This Agreement shall be construed, and all disputes hereunder shall be settled, in accordance with the laws of the State of Oregon. Pending the final resolution of a dispute hereunder, the Licensee shall proceed diligently with the performance of its obligations under this Agreement and in accordance with the Licensor's instructions.

Article XIV: Entire Agreement

This Agreement including all exhibits and other documents incorporated herein or made applicable by reference, constitutes the entire Agreement of the parties concerning the subject matter hereof and supersedes all prior agreements, understandings and commitments, whether oral or written. This Agreement shall not be amended in any way except by a writing expressly purporting to be such an amendment, signed and acknowledged by both of the parties hereto.

RULES AND REGULATIONS FOR THE USE OF COMMUNITY SPACE

1. All trash, garbage and other debris resulting from the use of the premises described herein shall be removed and properly disposed.
2. All premises for which use has been permitted herein, including floors, walls, and restrooms shall be left in a clean, sanitary condition.
3. All chairs and equipment shall be returned to the property storage space.
4. All doors and windows shall be securely locked before leaving the building.
5. Lights shall be turned off or left burning in accordance with instructions.
6. All music and noise shall be stopped by 10:00 p.m. on week nights, and by 12:01 a.m. on Saturday nights or nights immediately preceding holidays.
7. The premises shall be vacated by 10:00 p.m. on week nights, and by 12:01 a.m. on Saturday nights or nights immediately preceding holidays.
8. Serving or drinking intoxicating liquors or the presence of intoxicated persons on the premises shall not be permitted. The term "intoxicated" shall also refer to drug and/or alcohol intoxication.
9. Keys shall be returned by noon of the first work day following the day that the premises were used.
10. The use of this Library space generally shall be reserved for programs and activities whose primary objective is to provide programs or services that contribute to the health, education, recreation and welfare of the tenants and community.
11. All notices or advertising of the use for which this Library space is requested shall be presented to the Manager prior to the use of such publicity and same shall not be disseminated or posted,

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- except on approval of the Manager of the project.
12. No signs, placards or advertising displays of any kind may be displayed in this Library space without permission of the Manager of the project.
 13. Group programs and activities conducted in this Library space shall be open to all families who reside in a public housing development or Authority subsidized housing.

Signatures

Licensee and the Licensor have executed this Agreement through their duly authorized officers

This 24th day of June, 2014

NORTHEAST OREGON HOUSING AUTHORITY

Baker County Library District

LICENSOR:

LICENSEE:

By  .

Dale Inslee, Executive Director

By  .

Perry Stokes, Library Director