Oregon State Bar Meeting of the Board of Governors November 6, 2009 Special Meeting Agenda

The Special Meeting of the Oregon State Bar Board of Governors will begin at 12:00 p.m. on November 6, 2009, however, the following agenda is not a definitive indication of the exact order in which items will appear before the board. Any item on the agenda may be presented to the board at any given time during the board meeting.

Discussion of items on the Executive Agenda is in executive session pursuant to ORS 192.660(2)(f) and (b) to consider exempt records and to consult with counsel. This portion of the meeting is open only to board members, staff, other persons the board may wish to include, and to the media except as provided in ORS 192.660(5) and subject to instruction as to what can be disclosed. Final actions are taken in open session and reflected in the minutes, which are a public record. The minutes will not contain any information that is not required to be included or which would defeat the purpose of the executive session.

1. Executive Session (closed pursuant to ORS 192.660(2)(e) and (h)

A. Budget and Finance Committee

1. Facilities Management Agreement Action	Handout
---	---------

- > The committee will report on the status of the agreement.
- B. Executive Director Evaluation Committee [Ms. Naucler]
 - 1. Executive Director Performance Review

Open Session

2. Executive Director Contract and Salary Action

2. BOG Positions on HOD Resolutions Action

> The board will decide what position it will take on the HOD agenda items.

AGREEMENT CONCERNING CONSENT TO ASSIGNMENT OF MANAGEMENT AGREEMENT

This Agreement Concerning Consent to Assignment of Management Agreement is made and entered into this _____ day of November, 2009, as of ______, 2009, by and between **Oregon State Bar** (the "Bar"), **Opus Northwest Management, L.L.C.**, a Delaware limited liability company, ("Opus"), **Opus Property Services, L.L.C.**, a Delaware limited liability company, ("OPS"), and **NorthMarq Real Estate Services LLC**, a Minnesota limited liability company, ("NorthMarq").

WHEREAS, the Bar and Opus entered into that certain Management Agreement dated as of February 11, 2009, as amended (the "Management Agreement"); and

WHEREAS, the Bar and Opus Northwest, L.L.C. entered into that certain Master Lease dated as of September 16, 2008, (the "Master Lease"); and

WHEREAS, Opus, as of May 1, 2009, assigned the Management Agreement to OPS, however, the Bar has not consented to said assignment (the "Prior Assignment"); and

WHEREAS, effective _____ OPS desires to assign the Management Agreement to NorthMarq; and

WHEREAS, Opus, OPS and NorthMarq have requested the Bar's consent to all of the foregoing assignments; and

WHEREAS, the Bar is willing to grant its consent to all the foregoing assignments on the terms and conditions set forth herein;

NOW, THEREFORE, it is mutually agreed as follows:

1. <u>Consents</u>.

(a) Subject to the terms hereof, the Bar hereby consents to the Prior Assignment.

(b) The Bar hereby consents to the assignment from OPS to NorthMarq.

2. <u>**Termination**</u>. NorthMarq hereby agrees that the Bar may terminate the Management Agreement as of the end of any calendar month following at least thirty (30) days written notice from the Bar to NorthMarq that Opus Northwest, L.L.C. is in default pursuant to the Master Lease.

3. <u>Attorney Fees</u>. In case litigation is instituted arising directly or indirectly out of this Agreement, the losing party shall pay to the prevailing party its reasonable attorney's fees, together with all expenses, which may reasonably incur in taking such action, including, but not limited to, costs incurred in searching records and the costs of title reports and expert witness fees. If an appeal is taken from any Judgment or Decree of the trial court, the losing party shall pay the prevailing party in the appeal its reasonable attorney's fees in such appeal. Said sums shall be in addition to all other sums provided by law.

4. <u>Counterparts</u>. This Agreement may be executed in one or more identical counterparts. If so executed, each of the counterparts is to be deemed an original for all purposes and all such counterparts shall collectively constitute one document, but, in making proof of this Agreement, it shall not be necessary to produce or account for more than one of such counterparts. The parties hereto acknowledge that a facsimile signature shall be deemed an original when followed by an exchange of originally signed documents.

IN WITNESS WHEREOF, the parties have executed this Agreement Concerning Consent to Assignment of Management Agreement as of the date first set forth above.

Oregon State Bar, a public corporation	Opus Northwest Management, L.L.C., a Delaware limited liability company		
By: Title:	By: Title:		
Opus Property Services, L.L.C., a Delaware limited liability company	a NorthMarq Real Estate Services LLC, a Minnesota limited liability company		
By:	By: Title:		

OREGON STATE BAR Board of Governors Agenda

Meeting Date:November 6, 2009From:Sylvia E. Stevens, General Counsel

The Board needs to ratify the positions it will take on the resolutions at the November 6, 2009 HOD meeting, based on the following votes:

Resolution	Support	Oppose	No Position	
		<u>↓ ↓ ↓ </u>		
#12 Fair	4	2	3	Support
Compensation for Senators & Legislators	Dilaconi, Piucci, Wright, Garcia	Kent, Lord	Gaydos, Fisher, Evans	
#13 Paralegals in	2	4	3	
FED Cases	Kent, Lord	Dilaconi, Gaydos, Piucci, Garcia	Fisher, Wright, Evans	Oppose
#14 Priority	4	2	3	Support
Placement of HOD items	Dilaconi, Kent, Piucci, Garcia	Wright, Evans	Gaydos, Fisher, Wright	
#15 Notice Pleading	0	7	2	
		Dilaconi, Gaydos, Kent, Piucci, Evans, Lord, Garcia	Fisher, Wright	Oppose
#16 Simplified	1	6	2	
MCLE Reporting	Dilaconi	Kent, Piucci, Wright, Evans, Lord, Garcia	Gaydos, Fisher	Oppose
#17 ORCP 54E-	1	4	3	Oppose
Mutual Offers of Compromise	Dilaconi	Kent, Piucci, Evans, Garcia	Gaydos, Fisher, Wright	
#18 ORCP 54E-	1	4	3	Oppose
Extend Time to Accept	Dilaconi	Kent, Piucci, Evans, Garcia	Gaydos, Fisher, Wright	
#19 Study	1	0	4	
Registration of OOS Lawyers in Arbitration	Dilaconi, Kent, Evans		Gaydos, Fisher, Wright, Garcia	No Position
#20 Oppose Repeal	4	2	3 .	
of Tax Measures	Dilaconi, Piucci, Wright, Garcia	Kent, Lord	Gaydos, Gisher, Evans	Support
#21 Defer	3	5	1	Oppose
Reciprocal	Kent, Piucci, Garcia	Dilaconi, Gaydos,	Fisher	
Admission		Wright, Evans, Lord		
Expansion			1	
#22 Support	7	0	1 Fisher	Support
Funding for Low Income Legal	Dilaconi, Gaydos, Kent, PPiucci,		Fisher	
Services	Wright, Evans,			
	Garcia			