

Exhibit A
Bylaws

(attached)

BYLAWS
OF
eCITYGOV Alliance (“ALLIANCE”)

ARTICLE I. PURPOSES

As set forth in the Amended and Restated Interlocal Agreement Establishing eCityGov Alliance dated as of October 27, 2018, by and between the Cities of Bellevue, Issaquah, Kenmore, Kirkland, Sammamish, and Snoqualmie (the “Agreement”), the ALLIANCE is organized in accordance with the Interlocal Cooperation Act (chapter 39.34 RCW) and the Nonprofit Miscellaneous and Mutual Corporations Act (chapter 24.06 RCW) as a public body and instrumentality of its members to jointly exercise essential governmental functions of its members.

ARTICLE II. DEFINITIONS; CONFLICTING PROVISIONS

All capitalized terms used and not otherwise defined in the Bylaws shall have the meaning set forth in the Agreement. In the event of a conflict between a provision of the Bylaws and a provision of the Agreement, the provision of the Agreement shall prevail.

ARTICLE III. OFFICES

The principal office and place of business of the ALLIANCE in the state of Washington shall be located at Bellevue City Hall, 450 110th Avenue N.E., Bellevue, WA 98004. The name and address of its registered agent is the eCityGov Alliance Executive Director, Bellevue City Hall, 450 110th Avenue N.E., Bellevue, WA 98004, or his/her designee.

ARTICLE IV. BOARD

Section 4.1. General Powers. The business and affairs of the ALLIANCE shall be managed by its Executive Board (referred to in these Bylaws as either the “Executive Board” or “Board”), which shall be deemed a “Board of Directors” as that term is used in RCW 24.06.125. In addition to its other powers and authority set forth in the Agreement and subject to applicable law, the terms of the Agreement or the terms of any gift, devise, bequest or other transfer, the Board shall have the full power, in its sole discretion, to change the form of any investment and, for that or other purpose of the ALLIANCE, to dispose of any property held by the ALLIANCE. The Board shall have the right to employ or retain persons or entities to carry out the purposes of the ALLIANCE, including but not limited to attorneys, consultants, engineers, contractors, and accountants.

Section 4.2 Composition of Board. For guidance on Board composition, refer to Section 8 of the Agreement.

These Bylaws also define the non-voting *ex officio* Subscriber Board Member selection process, tenure of Board membership, and replacement in Section 4.5. If the Board determines by Supermajority Vote to add or remove one or more non-voting Board Members to represent a Subscriber or Subscribers, then the Board shall amend these Bylaws to reflect the process for selection and replacement of such Subscriber representatives.

Section 4.3 Designation and Qualifications of Alternates. Each Executive Board Member shall designate in writing an Alternate who shall serve as an Executive Board Member during his or her absence or unavailability to serve and in such case the Alternate shall have the full rights and privileges of the absent Board Member. Alternates must be in a senior management position within their Agency. All written designations shall become effective upon delivery to the Chair of the Executive Board and shall remain in effect until revoked in writing by the designating Board Member. In the event of any question of authority to act as an Alternate, the determination of the Chair based upon the records on file with the Chair shall be determinative.

Section 4.4 Tenure. Unless the Board Member resigns or is removed in accordance with these Bylaws, each Board Member shall hold office until replaced by the appointing Principal pursuant to Section 8 of the Agreement. Notwithstanding the foregoing, no Board Member shall continue in that capacity if he or she no longer holds a position that qualifies him or her for the seat.

Section 4.5 MyBuildingPermit Non-Voting ex officio Subscriber Board Members and Alternates. The Executive Board hereby authorizes two (2) non-voting seats on the Executive Board to represent Subscribers as provided in this Section.

The MyBuildingPermit Committee, referred to as the MyBuildingPermit Management Team, shall select two (2) jurisdictions to appoint non-voting *ex officio* Board Members, comprised of one (1) representative of *small* jurisdictions and one (1) representative of *large* jurisdictions. A jurisdiction with a population of 100,000 or more constituents is considered a large jurisdiction.

Subscriber representatives on the MyBuildingPermit Management Team initially selected Subscriber jurisdictions to appoint non-voting Subscriber representative Board Members by small and large Subscriber jurisdictions, respectively, on March 2, 2017. Such Subscriber jurisdictions appointed a Subscriber Board Member and an Alternate to serve on the Board from April 28, 2017 through May 1, 2018. Biennially new non-voting Board Members representing Subscribers shall be selected using simple majority vote by *small* and *large* Subscriber jurisdictions, respectively, on the MyBuildingPermit Management Team and shall serve a two (2) year term commencing on May 1. A Subscriber jurisdiction can serve two (2) consecutive terms if selected by the MyBuildingPermit Management Team. Board Members selected pursuant to this Section to represent Subscribers shall not have voting rights, cannot serve as an officer of the Executive Board, and shall not participate in Executive Board meetings not otherwise open to the public (e.g. executive sessions).

If a dispute arises, the Chair of the Executive Board shall address the issue with the Chair of the MyBuildingPermit Management Team. Board Members representing Subscribers appointed pursuant to this Section may be removed by Supermajority Vote of the Executive Board, with or without cause, in which event the Executive Board shall request the MyBuildingPermit Management Team to elect a new Subscriber Board Member using the process outlined above.

Section 4.6 Annual, Regular Meetings, and Special Meetings. The annual meeting of the Executive Board of the ALLIANCE shall be held in April of each year, at such time and place as may be determined by the Executive Board, for the transaction of such business as may come before the meeting. Regular and special meetings of the Executive Board shall be provided for as set forth in the Agreement.

Section 4.7 Matters Requiring Notice. Prior written notice meeting the requirements of notice for special meetings shall be required in the case of action on any of the following matters:

- A. All elections of the Chair or the recall of the Chair;
- B. Budget approval and amendments;
- C. Dues and assessments;
- D. All final action on any commitment to an expenditure not authorized by an approved budget;
- E. Contractual commitments requiring expenditures not previously authorized;
- F. Changes in these Bylaws;
- G. Changes in membership; and
- H. Reversal or modification of Executive Board decisions or modification of Executive Board authority or duties.

Section 4.8 Waiver of Notice of Special Meeting. Whenever any notice is required to be given to any Board Member pursuant to applicable law, a waiver in writing signed by the Board Member, entitled to notice, shall be deemed equivalent to the giving of notice. Any Board Member may waive notice of any meeting at any time. The attendance of a Board Member at a meeting shall constitute a waiver of notice of the meeting except where a Board Member attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully convened. Unless otherwise required by law, neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board need to be specified in the notice or waiver of notice of such meeting.

Section 4.9 Quorum. For guidance on a Quorum, refer to Section 8.g of the Agreement. Members may attend meetings by telephone conference or equivalent means of voice communication for all purposes, including but not limited to establishing a quorum, as set forth in the Agreement.

Section 4.10 Manner of Acting; Simple Majority Vote; Rules of Order. The Board shall strive to operate by consensus. All Board decisions on items not listed in Section 8.i of the Agreement or as otherwise specified in Sections 15, 17 and 18 of the Agreement, require a Simple Majority Vote for approval. A Board Member may not split his or her vote on an issue. No voting by proxies or mail-in ballots is allowed.

Robert's Revised Rules of Order shall govern any proceeding of the Executive Board to the extent not inconsistent with these Bylaws or the Agreement. The Board may act by voice votes called for by the Chair but any Board Member may require a recorded tabulation of votes by making a request either immediately before the vote is taken or immediately after a voice vote is taken.

Section 4.11 Supermajority Voting. Supermajority Voting shall be required on those items listed in Section 8.i of the Agreement.

Section 4.12 Advisory and Board Committees. The Executive Board may create special advisory committees to the Board or the Executive Director, as it deems appropriate. Members of such advisory committees to the Board shall be appointed by the Executive Board, while members of such advisory committees to the Executive Director shall be appointed by the Executive Director and Chair. Persons who serve as members of any advisory committee are not required to be Board Members or elected officials. The Board also may create standing or special committees of the Executive Board. Chairpersons

and other members of standing committees or special committees shall be Board Members or Alternate Board Members and shall be designated by the Board, except that the Treasurer selected pursuant to these Bylaws shall chair any Finance Committee. The Board shall attempt to appoint committee members in a manner that encourages diversity of representation on committees that reflects the diversity among Members. Committees shall be governed by the same rules regarding meetings, action without meetings, notice, waiver of notice, and quorum (but not voting requirements) as apply to the Board. The designation of any standing or special committee and the delegation to them of any authority shall not relieve the Board, or any Board Members of any responsibility imposed by law. No committee shall have the authority to take any action inconsistent with the Agreement, the Bylaws, or RCW 24.06.145.

Section 4.13 Agendas. Prior to each Executive Board meeting the Chair shall establish an agenda for the meeting. At the beginning of the meeting, any Board member may request that an item be added to the agenda, provided that, items requiring prior notice (See Section 4.7) shall not be so added unless all Board Members are present and waive the requirement of notice and agree to entertain the action.

Section 4.14 Open Public Meetings. All meetings of the Board shall be open to the public as and to the extent required by the Agreement, the Open Public Meetings Act (chapter 42.30 RCW) and other applicable law.

Section 4.15 Resignation; Removal. A Board Member may be removed by the Principal which he or she represents, and an individual Board Member may personally resign at any time. Resignation shall be effective upon the Board Member or the Principal delivering written notice to the Chair or, if the Chair is resigning, to the Vice-Chair.

Section 4.16 Vacancies. Any vacancy occurring in the Board shall be filled by the appropriate Principal.

Section 4.17 Compensation. For guidance on Board compensation, refer to Section 8.d of the Agreement.

ARTICLE V. OFFICERS

Section 5.1 Number. The Executive Board shall have a Chair and a Vice-Chair each of whom shall be elected by the Board and serve a two-year term. The Board shall also elect a Secretary and Treasurer, or shall appoint persons other than Board Members to fill these positions. Such other officers and assistant officers, as set forth in this Section 5.1 or as may be deemed necessary or appropriate may be appointed by the Board. The Chair shall preside at all meetings of the Executive Board and shall have the additional responsibilities described in Section 5.4.

The Vice-Chair shall serve as the Treasurer and Secretary of the ALLIANCE during any times that a separate Treasurer or Secretary (neither of whom are required to be Members of the Executive Board) have not been appointed by the Board as allowed by Section 8.j of the Agreement. In the case where the Vice-Chair represents a Principal that is also acting as the Fiscal Agent, then the Vice-Chair shall not act as the Treasurer in order to prevent a conflict of interest, as one of the responsibilities of Treasurer is to oversee the Fiscal Agent.

Any two or more offices may be held by the same person with the exception that the Chair and Vice-Chair, the Chair and Treasurer, or the Chair and Secretary may not be held by the same person. In the event of a vacancy, refer to Section 8 of the Agreement.

Section 5.2 Election and Term of Office. On February 24, 2017, the Board determined by Simple Majority Vote to rotate officers among the Principals to ensure responsibilities of the Board are shared by all representatives and to reduce the likelihood that some Principal fills two (2) offices at one time. The rotation of officers may be determined from time to time by resolution of the Board.

Per the Agreement, officers shall be formally elected at the April mandatory meeting and serve two (2) year terms, which commence May 1.

Section 5.3 Resignation. Any officer may resign at any time by delivering written notice to the Chair or by giving oral notice at any meeting of the Board. Any such resignation shall take effect at the time specified in the notice or, if the time is not specified, upon delivery of the resignation. Unless otherwise specified in the notice, the acceptance of a resignation shall not be necessary to make it effective.

Section 5.4 Chair (President). The Chair of the Executive Board (who shall be “President” under RCW 24.06.144 and for any required purposes) shall preside at all meetings of the Board and shall exercise and perform such other powers and duties enumerated below, and as may be determined from time to time by resolution of the Board.

The Chair shall:

- A. Preside at regular and special meetings and may call regular and special meetings of the Executive Board;
- B. Select the site and agenda for all meetings;
- C. Arrange for preparation and mailing or delivery of all meeting notices to Board Members;
- D. Arrange the maintenance and circulation of minutes of the meetings of the Board;
- E. Act as the spokesperson for the ALLIANCE;
- F. Execute documents on behalf of the Executive Board; and
- G. Such other duties as identified in the Agreement and as may be delegated from time to time by the Executive Board.

The Chair may sign deeds, leases, bonds, agreements, or other instruments which the Board has authorized to be executed, except in cases where the signing or execution thereof shall be expressly delegated by the Board or by these Bylaws to some other officer or agent of the ALLIANCE or shall be required by law to be otherwise signed or executed. In general, the Chair shall perform all duties incident to office of Chair and such other duties as may be prescribed by resolution of the Board.

Section 5.6 Vice-Chair. The Vice-Chair shall perform the duties of the Chair in the absence of the Chair. When so acting, the Vice-Chair shall have all the powers of and be subject to all the restrictions upon such officers and shall perform such other duties as from time to time may be assigned by the Chair or by resolution of the Board.

Section 5.7 Secretary. The Vice-Chair, serving as Secretary, or a separately appointed Secretary, shall:

- A. Keep or cause to be kept, the minutes of the proceedings of the Board;
- B. Give notices in accordance with the provisions of these Bylaws and as required by law;
- C. Act as custodian of the corporate records of the ALLIANCE;
- D. Charge and custody of and be responsible for maintaining or overseeing maintenance of correct and complete nonfinancial books and records of the ALLIANCE; and
- E. Perform such other duties as from time to time may be assigned by resolution of the Board.

If a person who is not a Board Member is appointed as Secretary, he/she shall not be considered an *ex officio* member of the Board.

Section 5.8 Treasurer. The Vice-Chair serving as Treasurer, or a separately appointed Treasurer, shall:

- A. Be responsible for overseeing maintenance by the Fiscal Agent, of all financial records of the ALLIANCE, assuring the appropriate handling of all revenues and expenditures, and shall assist the Board in review of the annual budget.
- B. Oversee maintenance by the Fiscal Agent of complete books and records of account, for all funds and securities of the ALLIANCE, the transfer of receipts for money due and payable to the ALLIANCE from any source whatsoever, and the deposit of all such money in the name of the ALLIANCE in the banks, trust companies or other depositories as shall be selected in accordance with law.
- C. Oversee the performance all duties incident to the office of Treasurer and such other duties as from time to time may be assigned to the Treasurer by resolution of the Board.
- D. If required by the Board, the Treasurer shall give a bond for the faithful discharge if his or her duties, in such sum and with such surety or sureties as the Board shall determine.

If a person who is not a Board Member is appointed as Treasurer, he/she shall not be considered an *ex officio* member of the Board.

Section 5.9 Assistant Officers. The assistant officers, if any are appointed by the Board, shall in general perform such duties as are customary or as shall be assigned to them by resolution of the Board. If required by the Board, the assistant Treasurers shall respectively give bonds for the faithful discharge of their duties in such sums and with such sureties as the Board shall determine.

Section 5.10 Delegation. In the case of absence or inability to act of any officer and of any person authorized to act in his/her place, the Board, by resolution, may, from time to time, delegate the powers or duties of such officer to any other officer or any Board Member or other person whom it may select. The Chair, by written notice to the Board, may delegate duties or powers, in addition to those listed, to officers of the ALLIANCE as necessary or appropriate to the conduct of the affairs of the ALLIANCE.

Section 5.11 Vacancies. Vacancies in any office arising from any cause may be filled by the Board at any regular or special meeting of the Board subject to the notice provisions set forth in Section 4.4 through 4.16 of these Bylaws.

Section 5.12 Indemnification. The ALLIANCE shall indemnify officers and Board Members as set forth in the Articles of Incorporation and the Agreement.

ARTICLE VI. STAFF AND CONSULTANTS

Section 6.1 Executive Director. The staff of the ALLIANCE shall consist of the Executive Director and such other staff positions established by the Board. The Board shall appoint the Executive Director, pursuant to the provisions of the Agreement. Other staff support to the ALLIANCE shall be provided by the City of Bellevue under the terms of the Service Level Agreement (SLA) between the ALLIANCE and the City of Bellevue dated as of April 28, 2017, as it may be amended from time to time. Only the Executive Board shall be authorized to hire or retain legal counsel and independent accountants and auditors. Other consultants may be designated in such manner as the Board may determine, subject to Sections 7 and 8 of the Agreement.

Section 6.2 Executive Director Duties. The Executive Director shall have the following duties:

- A. Develop the budget for approval by the Executive Board.
- B. Execute board approved operating policies and financial policies on behalf of the ALLIANCE.
- C. Manage Program Committees in the development of proposed Program Work Plans.
- D. Oversee and direct implementation of approved Program Work Plans and provide direction to Program Committees.
- E. Undertake outreach to Participants on the effectiveness of the ALLIANCE Programs and Services.
- F. Prepare and provide to the Executive Board a periodic Program Work Plan, budget and other monitoring reports in such form as the Executive Board may direct. Program Work Plan monitoring reports shall be prepared with input from the Program Committee staff and shall include, but not be limited to, information regarding the status of implementation and expenditures on each Work Plan.

ARTICLE VII. EXECUTION OF AGREEMENTS AND OTHER INSTRUMENTS

Except as otherwise provided by the Financial Policies or resolution of the Board authorizing the execution thereof, all agreements, deeds, leases, transfers, and other written instruments binding upon ALLIANCE for amounts involving the expenditure of greater than \$50,000 shall be executed on behalf of the ALLIANCE by the Chair or the Executive Director after approved by the Board. All such agreements binding upon ALLIANCE for amounts of less than or equal to \$50,000 may be signed by the ALLIANCE Executive Director on behalf of the ALLIANCE without prior Board approval. The Executive Director will provide a report of all contracts in the monthly update and at the next scheduled Board meeting.

ARTICLE VIII. FINANCES

Section 8.1 Loans. The ALLIANCE is not authorized to issue debt. No loans shall be made by the ALLIANCE to any officer, Board Member or private entity, nor shall loans be made in violation of the Washington State Constitution or applicable law.

Section 8.2 Checks, Drafts, Warrants, and Orders. All checks, drafts, warrants, or other orders for the payment of money issued on behalf of the ALLIANCE shall be signed by officials of the duly appointed and acting as Fiscal Agent for the ALLIANCE, consistent with the terms of the SLA, subject to such additional limits and in the manner as may from time to time be prescribed by resolution of the Board and

consistent with law applicable to Washington State local government entities. No credit cards or debit cards may be issued in the name of the ALLIANCE.

Section 8.3 Contributions and Disbursements. All contributions and other funds received by the ALLIANCE shall be deposited by the Fiscal Agent in a special account or accounts in such banks, trust companies or other depositories as required by law. All disbursements shall be made under proper authority of the Board. All contributions, income to and disbursements of the ALLIANCE shall be recorded by the Fiscal Agent in appropriate books and records and such records shall be subject to examination at any reasonable time, upon request by any director.

Section 8.4 Budget/Financial Management. An annual budget of proposed receipts, operating income and expenditures shall be prepared by the Executive Director (with assistance from the Fiscal Agent) and submitted to the Board for its approval by June 30 prior to the beginning of the fiscal year in which that budget will take effect, and if not so timely submitted, the Vice-Chair (or Treasurer) shall submit a budget to the Board for its approval as soon as practicable after such date. The budget shall identify the level of rates and charges upon which revenue projects are based. When finally approved by the Board after action by Principals per the Agreement, such budget shall be the authorization for expenditures and operating expenses of the ALLIANCE, subject to subsequent changes in such budget made by the Board.

Section 8.5 Expenditures for Qualifying Purposes Only. Subject to applicable law, the funds of the corporation may be expended or distributed only for the purposes of the ALLIANCE as described in the Agreement and in the Articles of Incorporation.

ARTICLE IX. ETHICS

The ALLIANCE, its Board Members, committee members and employees (including loaned staff) shall be subject to and comply with the requirements of chapter 42.23 RCW (“Code of Ethics for Municipal Officers – Contract Interests”) as the same may be amended or replaced from time to time.

ARTICLE X. SEAL

The ALLIANCE need not have a corporate seal. If the Board adopts a corporate seal, the seal of the ALLIANCE shall be circular in form and consist of the name of the eCityGov Alliance, the state and year of incorporation, and the words “Corporate Seal.”

ARTICLE XI. BOOKS AND RECORDS

The ALLIANCE shall keep correct and complete books and records of account, minutes of the proceedings of the Board, and any committees designated by the Board, and such other records as may be necessary or advisable. All public records are subject to potential disclosure under the Public Records Act, chapter 42.56 RCW.

ARTICLE XII. COPIES OF RESOLUTIONS

Any person dealing with the ALLIANCE may rely upon a copy of any of the records of the proceedings, resolutions or votes of the Board when such records are certified by the Vice- Chair or Secretary, if a separate Secretary is appointed.

ARTICLE XIII. SEVERABILITY/AMENDMENTS TO BYLAWS.

If any provision of these Bylaws is found, in any action, suit or proceeding, to be invalid or ineffective, the validity and the effect of the remaining provisions shall not be affected.


These Bylaws may be adopted, altered, amended or repealed, and new Bylaws may be adopted, all by Supermajority Vote of the Executive Board.

The undersigned, being the Chair and Vice-Chair of the Executive Board of the ALLIANCE, does hereby certify that the above and foregoing Bylaws of the ALLIANCE were duly adopted at a meeting held on April 20, 2018 by an affirmative vote of no less than a Supermajority Vote of the Executive Board, and that the same now constitute the Bylaws of the ALLIANCE. By this action, the Board hereby amends and restates the Bylaws of the Alliance adopted by Board Resolution No. 2014-01 on March 21, 2014.

These Bylaws are dated this 20th day of April, 2018.



Tracey Dunlap, Chair Date
eCityGov Alliance



Nancy Ousley, Vice Chair Date
eCityGov Alliance

