

BYLAWS
OF
eCITYGOV Alliance (“ALLIANCE”)

ARTICLE I. PURPOSES

As set forth in the Amended and Restated Interlocal Agreement Establishing eCityGov Alliance dated as of March 1, 2014, by and between the Cities of Bellevue, Bothell, Issaquah, Kenmore, Kirkland, Mercer Island, 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 initially located at Bellevue City Hall, 450 110th Avenue N.E., Bellevue, WA 98004. The name and address of its initial registered agent is the Bellevue City Clerk, 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. The Board of the ALLIANCE shall consist of one individual representative from each member entity (“Principal” as that term is defined in the Agreement). Each representative is a “director” as that term is used in RCW 24.06.130, and is referred to in the Agreement as a “Board Member” and in these Bylaws as a “Board Member.” Board Members shall not have terms but each Board Member shall serve at the pleasure of the Principal that the Board Member represents. In order to serve as a Board Member, an individual must be the Chief Executive Officer of each such Principal, or their deputy or equivalent. If the Board determines by Supermajority Vote to add 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 member of the Executive Board shall designate in writing an alternate who shall serve, as a member of the Executive Board 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 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 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 resolution or written motion of the legislative body of the appointing Principal. 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 Annual and Regular Meetings. The annual meeting 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. The Executive Board may specify by resolution the time and place for holding any other regular Board meetings, and not less than fourteen (14) days advance notice shall be given of regular meetings.

Section 4.6 Special Meetings. Special meetings of the Board may be called by the Chair or by the written request of not less than two Executive Board Members, upon giving all other Board Members not less than ten (10) days prior notice. Notice of special meetings of the Board stating the date, time and place thereof shall be delivered to Board Members in accordance with RCW 24.06.104, as it may be amended and as otherwise required by the Agreement. The notice must be written or by electronic means. Notice shall also be given to any other persons as may be required by the Open Public Meetings Act (Chap. 42.30 RCW) and other applicable

law. In an emergency, the Executive Board may dispense with written notice requirements for special meetings but must in good faith implement best efforts to provide fair and reasonable notice to all Executive Board meetings.

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 the Bylaws of the ALLIANCE;
- 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 specified in the notice or waiver of notice of such meeting.

Section 4.9 Quorum. A simple majority of the Members (or their alternates) in number (excluding any Member which per the Agreement has given notice of withdrawal or which has been terminated by voted of the Executive Board) shall constitute a quorum of the Executive Board for purposes of doing business at any time. Members may attend meetings by telephone conference or equivalent means of voice communication.

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 16, 18 and 19 of the Agreement, require a Simple Majority Vote for approval. A "Simple Majority Vote" of the Executive Board means the affirmative vote of a majority (more than 50%) of the votes present and voting , calculated by both Weighted

Votes present and by number of the Executive Board Members present. A Member may not split her or her vote on an issue. No voting by proxies or mail-in ballots is allowed. Unless otherwise approved by vote of the Executive Board, upon the request of any Member of the Executive Board, Robert's Revised Rules of Order shall govern any proceeding of the Executive Board. The Board may act by voice votes called for by the Chair but any 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. A "Supermajority Vote" means the affirmative vote of not less than sixty-six percent (66%) of the total Weighted Votes of the Executive Board, and not less than sixty-six percent (66%) of the total number of the Executive Board Members.

Section 4.12 Advisory and Board Committees. In addition to the Operations Board established by the Agreement, and subject to the terms of the Agreement, the Executive Board may create other special advisory committees as it deems appropriate, and members of such advisory committees shall be appointed by the Executive Board. Persons who serve as members of any advisory committee are not be 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 (which excludes the Operations Board) shall be Board Members or alternate Board Members and shall be designated by the Board, except that the Treasurer 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; *provided that* meetings of the Operations Board shall require such notice as required per Article VI, Section 6.8 of these Bylaws. 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 (Chap. 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. All Board Members and their alternates shall serve without compensation, however, the ALLIANCE may pay for or reimburse Executive Board Members and alternates for out-of-pocket costs related to service on the Executive Board.

ARTICLE V. OFFICERS

Section 5.1 Number. The ALLIANCE shall have a Chair and a Vice-Chair each of whom shall be elected by the Board. 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 Board shall appoint a Secretary and Treasurer. 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 Corporation during any times that a separate Treasurer or Secretary (neither of whom shall be Members of the Executive Board) have not been appointed by the Board as allowed by Section 8.j of the Agreement. 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.

Section 5.2 Election and Term of Office. The Chair and Vice-Chair initially shall be elected by Simple Majority Vote of the Board Members and shall serve through May 1, 2016, whereupon a new Chair and Vice-Chair shall be elected by the Board for a two-year term. Biennially thereafter, the Board shall elect a new Chair and Vice-Chair for two-year terms commencing each May 1. In the event of a vacancy in the Chair position, the Vice-Chair shall assume the Chair for the balance of the term of the departed Chair. In the event of a vacancy in the Vice-Chair position, the Executive Board shall elect a new Vice-Chair to serve the balance of the term of the departed Vice Chair. If the Treasurer and Secretary Officer positions are to be filled by Board Members, these positions shall be elected at the same time as the election of the Chair and Vice-Chair.

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 member;
- 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.

In the absence of the Chair, or if there be none, the Vice-Chair shall preside at all meetings of the 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 to the Chair by resolution of the Board.

Section 5.7 Secretary. The Vice-Chair, serving as Secretary, or a separately appointed Secretary, shall keep or cause to be kept, the minutes of the proceedings of the Board; shall give notices in accordance with the provisions of these Bylaws and as required by law; shall be custodian of the corporate records of the ALLIANCE; shall have charge and custody of and be responsible for maintaining or overseeing maintenance of correct and complete nonfinancial

books and records of the ALLIANCE. The Secretary shall 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 be responsible for overseeing maintenance by the City of Bellevue (as the duly appointed Fiscal Agent for the ALLIANCE), 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. The Treasurer shall 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. The Treasurer in general shall 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. If required by the Board, the Treasurer shall give a bond for the faithful discharge of 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 the Bylaws.

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

ARTICLE VI. OPERATIONS BOARD

Section 6.1 Responsibilities. The Operations Board (“Operations Board”) shall have such responsibilities as described in Section 9 of the Agreement and this Section 6.1. No compensation shall be paid by the ALLIANCE for any service as a Representative on the Operations Board or as its Chair. The Operations Board shall have the following specific responsibilities:

- A. Provide written recommendations with respect to budget development and Program Work Plans to the Executive Director, and submit comments to the Executive Board on the final budget proposal and Program Work Plans as submitted by the Executive Director to the Executive Board.
- B. Monitor progress of each Program Committee in implementing its Program Work Plan and provide advice, information and recommendations to Program Committees and the Executive Director in the implementation of Program Work Plans.
- C. Seek to resolve disputes and resolve change management issues arising in the implementation of Program Work Plans; *provided that* any proposed resolution of a dispute or issue must be consistent with the scope and terms of the Program Work Plan as approved by the Executive Board. Any disputes not resolved in a timely manner shall be forwarded to the Executive Board for resolution.
- D. Assist in the review and development of the Operations Policy and amendments thereto.
- E. Make reports and recommendations to the Executive Board from time to time on matters the Operations Board deems appropriate, and provide input on such other matters as the Executive Board may direct.
- F. Provide advice, information and recommendations to the Executive Director and staff on Alliance staffing allocations, consistent with the approved budget and Program Work Plans.
- G. Provide input to the Executive Board in the Executive Board’s evaluation of the Executive Director.

Individual Operations Board Representatives are also responsible for reaching out to their respective agency leadership, technology staff and operational staff for input and ideas, keeping agency leadership apprised of ALLIANCE issues, and shall be responsible for briefing their respective Executive Board Members in advance of Executive Board meetings.

Section 6.2 Membership. Membership of the Operations Board shall include one (1) Representative from each Principal, appointed by the Executive Board Member representing that Principal, plus such additional representatives as the Executive Board may determine.

Each Principal shall also appoint in writing a designated alternate to serve on the Operations Board in case of absence of the primary Representative.

Section 6.3 Qualification to serve on Operations Board. Representatives and their alternates shall be staff from the Principal (or Subscriber) they represent, and shall have broad authority within their organization to coordinate internally and represent their agency on Operations Board matters. Persons serving on the Operations Board are referred to as Representatives (or alternates) and shall serve without compensation from ALLIANCE.

Section 6.4 Operations Board Officers. The Operations Board shall select an Operations Board Chair and Vice-Chair from among the membership of the Operations Board. It will be the function of the Operations Board Chair to preside at the meetings of the Operations Board, and the Operations Board Vice-Chair shall assume this role in absence of the Operations Board Chair. The officers shall be initially elected at the first meeting of the Operations Board following the effective date of this Agreement, by majority vote of the Representatives on the Operations Board and shall serve through May 1, 2016. Thereafter, the Operations Board shall biannually elect an Operations Board Chair and Vice-Chair for two-year terms beginning each May 1. In the event of a vacancy in the Chair position, the Vice-Chair shall assume the Chair for the balance of the term of the departed Chair. In the event of a vacancy in the Vice-Chair position, the Operations Board shall elect a new Vice-Chair to serve to the balance of the term of the departed Vice-Chair. An officer of the Operations Board elected to fill the unexpired term of his or her predecessor shall not be precluded from serving one or more full annual terms of office following the end of such unexpired term.

Section 6.5 Quorum. A quorum at any meeting of the Operations Board shall consist of Representatives of the Operations Board (or their alternates) representing a simple majority of all members of the Operations Board. Representatives may attend meetings by telephone conference or equivalent means of voice communication.

Section 6.6 Voting. All actions and recommendations of the Operations Board shall be approved by majority vote of those present and voting. Each Representative shall have one vote. No proxy votes shall be allowed. There shall be no weighted voting.

Section 6.7 Staffing. The Operations Board shall be staffed by the Alliance Executive Director and such additional agency staffing as the Executive Director may deem appropriate.

Section 6.8 Meetings. The Operations Board shall meet not less than once every calendar quarter, at a time and place designated by the Chair of the Operations Board or by a majority of its Representatives. Not less than ten (10) days advance notice of regular meetings shall be given. Special meetings may be called by the Chair of the Operations Board or Representatives

representing at least two or more members of the Committee representing at least two different Principals and upon giving all other Representatives not less than seven (7) days prior notice of such meeting. In an emergency, the Operations Board may dispense written notice requirements for special meetings, but must, in good faith, implement best efforts to provide fair and reasonable notice to all Representatives. Representatives (or alternates) may participate in meetings by telephone conference or other equivalent means of voice communication.

Section 6.9 Additional Rules. The Operations Board may adopt additional rules for its operations that are not inconsistent with the Agreement or these Bylaws.

ARTICLE VII. STAFF AND CONSULTANTS

Section 7.1 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 between the ALLIANCE and the City of Bellevue dated as of November 2013, as it may hereafter be amended (the "Service Level Agreement"). Only the 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 7.2 Executive Director Duties. The Executive Director shall have the following duties:

- A. Develop the budget, with input from the Operations Board, for approval by the Executive Board.
- B. Manage Program Committees in the development of proposed Program Work Plans, submit these Program Work Plans to the Operations Board for its review and comment
- C. Oversee and direct implementation of approved Program Work Plans and provide direction to Program Committees.
- D. Undertake outreach to Participants on the effectiveness of the Alliance Programs and Services.
- E. Prepare and provide to the Executive Board 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 VIII. EXECUTION OF AGREEMENTS AND OTHER INSTRUMENTS

Except as otherwise provided by 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 and one other officer. The execution of documents involving lesser amounts may be signed by the ALLIANCE Executive Director alone, after advising the Board.

ARTICLE IX. FINANCES

Section 9.1 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 9.2 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 City of Bellevue duly appointed and acting as Fiscal Agent for the ALLIANCE, consistent with the terms of the Service Level Agreement, 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 9.3 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 9.4 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 15 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 9.5 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.

