

RESOLUTION R 3262

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND AUTHORIZING THE MAYOR TO SIGN ON BEHALF OF THE CITY OF KIRKLAND AN AGREEMENT WITH THE SEATTLE-KING COUNTY ECONOMIC DEVELOPMENT COUNCIL TO PROVIDE CERTAIN ECONOMIC RESEARCH AND BUSINESS SURVEY SERVICES FOR THE CITY OF KIRKLAND.

Whereas, the Seattle-King County Economic Development Council was organized to provide comprehensive economic research and development programs within the area of King County, including the various cities and towns within King County; and

Whereas, the City of Kirkland desires to have certain services performed by the Seattle-King County Economic Development Council for the benefit of the City of Kirkland and its citizens; and


Whereas, the Seattle-King County Economic Development Council has the skills and ability to provide the services as set forth in the attached contract and the City is authorized to enter into such contract by RCW 35.21.680, now, therefore,

Be it resolved by the City Council of the City of Kirkland as follows:

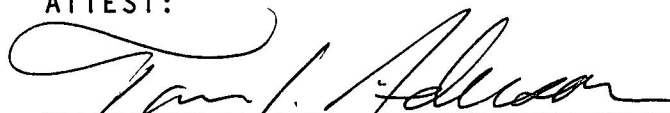
Section 1. The Mayor of the City of Kirkland is hereby authorized to sign on behalf of the City of Kirkland, a service agreement with the Seattle-King County Economic Development Council substantially in the form attached as Exhibit A to the original copy of this resolution.

Passed by majority vote of the Kirkland City Council in regular, open meeting this 17th day of March, 1986.

Signed in authentication thereof this 17th day of March, 1986.

  
MAYOR

ATTEST:

  
Director of Administration & Finance  
(ex officio City Clerk)

## SERVICE AGREEMENT

THIS AGREEMENT is entered into this 17th day of January, 1986 by and between Kirkland (hereinafter referred to as the "Public Sector entity") and the Seattle-King County Economic Development Council (hereinafter referred to as the "Council").

WHEREAS, the public sector entity desires to have certain services performed by the Council as described in this agreement and the Council has the ability to provide such services as set forth.

NOW, THEREFORE, in consideration of the covenants herein contained, the parties hereto mutually agree as follows:

## ARTICLE I. ACTIVITIES

## Section 1. Scope of Services

Overall Economic Development Program

The Council will provide a comprehensive economic development program for the benefit of all of the towns and cities, Port of Seattle, Metro and the unincorporated areas of King County. Primary emphasis will be directed toward retention and expansion of the businesses which are located here and on the formation of new businesses by local entrepreneurs. Assistance will also be provided to desirable firms from outside King County that wish to locate here.

The 1986 work program for the Seattle-King County Economic Development Council will continue to be directed toward involving the Council's coalition of business, industry, government, education and labor in developing and implementing strategies for accomplishment of the following objectives:

- A. Encouraging the retention and expansion of existing King County businesses.
- B. Facilitating the creation of new jobs in the Seattle-King County area.
- C. Stimulating diversification of the county's economic base.
- D. Assisting local governments in enhancing the business climate.
- E. Building a continuing perception of Seattle-King County as a good place to do business.

## Primary Program Components

### 1. Business Help Center

The Center operated by the Council will continue to assist businesses throughout King County and the 5000 firms surveyed in 1985. It will serve as a one-stop source for all the information and assistance that is available to local business from a network of cities, Port, other government agencies, chambers of commerce, colleges and universities and other non-profit service provider's. The Center's staff will provide quick confidential assistance for business including:

- a. One-on-one counseling to surveyed companies requesting assistance with financing, licensing, permits, zoning, relocating, training, transportation, etc.
- b. A quick response referral service which responds to telephone requests for assistance with referrals to the appropriate local service organization (city, county, Port, Metro, chamber, PIC, community college, etc.). The referral service will use a hot-line approach with appropriate promotion through the Council's constituent network.
- c. A directory of agencies and organizations now providing services to business.
- d. A monthly newsletter informing the business community and public sector entities of programs, activities, services and events of interest to them and, at the same time, informing the network of service organizations about what others are doing.
- e. A guide for service providers (such as chambers and community colleges) which will advise them about the kinds of information they need to assist businesses and how to package it.

Referrals by chambers, utilities, cities, Port of Seattle, King County and Metro of businesses located within their jurisdictions or being served by these or other public and private sector entities are welcomed and will be given full and prompt assistance.

### 2. Marketing and Development

The Council has a dual role in marketing responsibility: (1) providing local liaison for the State Department of Trade and Economic Development and the Economic Development Partnership For Washington in their external marketing activities; and (2) acting as a marketing resource center for the local economic development efforts of the Council's constituent cities, chambers of commerce and other community groups. In this capacity it will provide Seattle-King County's leadership in the state's Team Washington activities

and act as the leader and resource center for Team Seattle-King County. This involves the following specific services:

a. External Market Support--The Council will assist prospects from outside King County who are interested in locating in cities, the Port of Seattle and communities within King County and ask for help with their evaluation process. The Council will coordinate with the State Department of Trade and Economic Development and the Economic Development Partnership For Washington both of which will be responsible for external marketing, including advertising, promotion and orchestration of traveling marketing missions. It will closely coordinate with the communities when a prospect becomes area specific in accordance with the Council's established policies for working relationships between the Council and King County communities which were adopted by the Council's Board of Directors, a copy of which is attached to this agreement as Exhibit A and is incorporated by this reference as if set forth in full.

b. Promotion--A high quality marketing brochure containing pertinent information on the area and presenting Seattle-King County and its communities as a good place to do business will be distributed to potential investors. The brochure to be produced in early 1986 will accommodate special location-specific marketing materials of the Council's constituent cities, chambers, port, King County and other appropriate private and public sector entities.

c. Market Resource Center and Data Base--A data base of pertinent information essential for business planning will be assembled and maintained on subjects such as taxes, labor, energy, transportation, utilities, permit requirements, incentives, real estate sites and facilities. The data base will be designed to be a resource for the Council's public and private sector constituents as well as provide resources for the Council's business assistance counseling and hot-line referral service.

### 3. Strategic Economic Analysis and Action Plan

An opportunity assessment of the local economy to be completed in 1986 will assess competitive edges King County may have over other areas, identify pockets of opportunity for existing and potential businesses and propose possible development strategies. The analysis will be conducted and the recommendations prepared by a special Strategic Action Task Force made up of local economists, business leaders and specialists in economic development and, perhaps, advised by a consultant. The analysis will rely upon existing studies and data. The Action Plan recommendations will be presented to the Council prioritizing the work of the Council and suggesting appropriate roles for individual sectors of the Council's coalition.

#### 4. Communications

An effective network of communications will continue to be established amongst the Council's various constituents and with the client business community, the media and the public. This will be accomplished in the following ways:

a. Information and promotional materials-- A small concise brochure produced in 1985 describing the purposes and programs of the Council will be distributed to promote the agency and in fund raising. In addition, the monthly newsletter, directory, and hotline referral service promotion (discussed as part of the Business Help Center) will provide information about the Council as well as its support programs to businesses and follow-up activities. The marketing brochure (discussed under marketing and development) will also be a valuable communications piece.

b. Task Forces and Advisory Committees--Several special task forces and advisory committees to the Council (all ad hoc in nature) will be utilized to involve the "Board of Directors" and the "Council of Advisors" as well as other appropriate members of the community in the discussion of economic development programs. In addition to the on going Business Assistance and Economic Analysis Task Forces, it is anticipated that other task forces might include: Labor, Industry, Training, and Education, and Permitting.

#### 5. Technical Assistance to Public Sector Entities

The primary coordinating role for the Council and its staff is to become a "conduit" for the exchange of information and opportunities between the public and private sector. As the staff gains experience and its data base and network of relationships are established, this role will take on added importance. However a number of services established under the primary work program will be important conduits for technical assistance, ie: the Business Help Center directory, the newsletter, the hotline referral service, the guide for service providers and the marketing resource center.

Also the Council will be available to the public sector entities as an advisor or advocate regarding local economic development projects, planned or proposed. The Council will, upon request, review and comment on plans of the public sector entities for growth and development. As appropriate, the Council when requested will offer suggestions or its library of technical data to assist the public sector entities in their development of strategies for commercial and industrial growth.

The Council will work with elected officials and members of the public sector entities' staffs designated by them in the attraction of business and industry, including warehousing, local and regional offices, and firms that export services.

## 6. Reporting

The Council will provide a quarterly report to the public sector entity, directed to the entity's chief elected official or designated staff person. This report will cover the Council's progress and services as specified in this agreement.

## ARTICLE II. TERM OF AGREEMENT

### Section 1. Initial Agreement

The term of this agreement between the public sector entity and the Council shall be from January 1, 1986 through December 31, 1986 unless amended by mutual written agreement of both parties. This term recognizes that regardless of the date(s) on which the contract is signed by the parties, that the Council under this agreement will be delivering services from the beginning of the first quarter for 1986 (January 1) and that payment for such services will be rendered by the public sector entity consistent with this date from which such services will begin.

### Section 2. Extension

This Agreement may be extended by mutual written agreement of both the public sector entity and the Council, under terms and conditions to be determined at the time of extension.

## ARTICLE III. REIMBURSEMENT

### Section 1. Amount and Billing

The public sector entity shall grant to the Council an amount of \$ 1,921 for the calendar year of 1986 for the services identified in this Agreement, payments to be made quarterly in equal installments and based upon quarterly billings submitted by the Council.

### Section 2. Documentation

The Council shall establish and maintain an accounting system which shall be readily available to the public sector entity. The contracting entity has the right to examine these records as they relate to services provided to such entity upon reasonable notice.

### Section 3. Payment

The public sector entity shall initiate authorization for payment of the service agreement invoices after receipt and approval of the invoices from the Council. Such invoices will be submitted on a quarterly basis unless otherwise agreed between parties.

## ARTICLE IV. NONDISCRIMINATION

### Section 1. General

(1) During the performance of this Agreement, neither the Council nor any party subcontracting under the authority of this Agreement shall discriminate on the basis of race, color, sex, religion, national origin, creed, marital status, age or the presence of any sensory, mental or physical handicap in employment or application for employment in the administration or delivery of services or any other benefits under this Agreement.

(2) The Council will comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations which prohibit such discrimination. These include but are not limited to Titles VI and VII of the Civil Rights Law of 1964, RCW 49, 60, Section 504 of the Rehabilitation Act of 1973, and Executive Order 11246 as amended by Executive Order 11375 issued by the President of the United States

(3) The Council shall provide to the public sector entity, with it's Fourth Quarter report each year, an annual personnel inventory employment profile which provides minority, female and handicap employment data.

## ARTICLE V. GENERAL CONDITIONS

### Section 1. Liability to Third Parties

The Council shall hold the public entities and its Officers, Agents and employees, acting in the official capacity or course of employment, harmless from all suits, claims or liabilities of any nature, including costs, expenses and attorneys fees for and on account of injuries or damages sustained by any person or property resulting in whole or in part from activities or omissions of the Council, its Agents or employees pursuant to this Agreement. The Council specifically waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees acting in official capacity or course of employment, and agrees that the obligation to indemnify, defend and hold harmless the public sector entity its officers, its agents and employees extends to any claim, demand, or cause of action brought by or on behalf of any employee of the Council, and includes any judgment, award, and cost arising therefrom, including attorney's fees. The Council is expected to be in compliance with all applicable State, Federal and City Laws and regulations.

### Section 2. Confidentiality

Any reports, information, data, etc. given to or prepared or assembled by the Council under this Agreement which the public sector entity requests to be kept as confidential shall not be made available to any individual or organization by the Council without

the prior written approval of the contracting public sector entity.

### Section 3. Conflict of Interest

#### a. Public Sector Entity

No officer or employee of the public sector entity or its designee or agents, members of any such governing Councils or Boards or any other public official of the public sector entity, any of whom exercises any function or responsibilities with respect to this program and under this Agreement, shall have any financial interest, direct or indirect, in any contract or subcontract or the proceeds thereof, for work to be performed in connection with such program or programs. This prohibition extends for one year beyond completion of the Agreement.

#### b. Council

No officer or employee of the Council or its designee or agents, shall have any financial interest, direct or indirect, other than their wages and direct benefits as an employee of the Council, in any contract or subcontract or the proceeds thereof, for work to be performed in connection with such program or programs. This prohibition extends for one year beyond completion of the Agreement

### Section 4. Citizen Participation

The Council will implement the provisions of this Agreement in such a manner as not to impede the attainment of citizen participation in planning and carrying out projects that relate to the public sector entity.

### Section 5. Subcontracting

This Agreement is personal to each of the parties hereto and neither party may assign or delegate any of its rights or obligations here under without first obtaining the written consent of the other party. It is understood, however, that in carrying out many of the programs hereunder, the Council will be employing contracts and subcontracts and the same is hereby approved, in advance, by the public sector entity.

### Section 6. Council Membership

It is understood that pursuant to a bylaw change, effective January 1, 1986, the Council is a membership organization, and that membership in the Council is afforded to public sector entities as part of their contract with the Council. Therefore, the contracting public sector entity is hereby granted a membership in the Council, and such membership shall be on the terms of and pursuant to the bylaws of the Council and any membership rules and



regulations adopted pursuant thereto, all as now exist or may here and after be amended by the Council.

#### **Section 7. Future Support**

The contracting public sector entity makes no commitment of future support and assumes no obligations for future support of the activities contracted herein except as set forth in this Agreement.

#### **Section 8. Reservation of Rights**

Neither payment by the public sector entity nor performance by the Council shall be construed as a waiver of either party's right or remedies against the other. Failure to require full and timely performance of any provision at any time shall not waive or reduce the right to insist upon complete and timely performance of such provision thereafter.

#### **Section 9. Termination of Agreement for Cause**

If the Council shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if the Council shall violate any of the covenants, agreements or stipulations of this Agreement, the public sector entity shall have the right to terminate this Agreement by giving written notice and specifying the effective date of termination, with the requirement that at least thirty (30) days notice be given.

#### **Section 10. Termination for Convenience of the City**

The public sector entity may terminate this Agreement at any time by a notice in writing from such entity to the Council. Pro rata payment shall be made by the public sector entity to the Council for services rendered up to the date of termination. Notice of termination should be made at least thirty (30) days before becoming effective.

#### **Section 11. Termination of Agreement by the Council**

This Agreement may be terminated by the Council upon thirty (30) days written notice should the public sector entity fail substantially to perform in accordance with its terms through no fault of the Council. In the event of termination due to the fault of others than the Council, the Council shall be paid for services performed to the termination date.

**Section 12. Changes**

Either party may request changes in the scope of services, performance or reporting standards to be performed or provided under this Agreement. Such changes, including any increase or decrease in the amount of compensation paid to the Council, which are mutually agreed upon by and between the public sector entity and the Council, shall be incorporated in written amendments to this Agreement.

**Section 13. Addresses**

Written notices, requests, grievances or adjustments to the contracting public sector entity shall be made to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Written notices, requests, grievances or adjustments to the Council shall be made to:

*Penelope A. Peabody*  
Penelope A. Peabody, Executive Director  
Seattle-King County Economic Development Council  
1520 One Union Square Building  
Seattle, WA 98101

**Section 14. Integrated Document**

This Agreement embodies the Agreement, terms and conditions between the public sector entity, Kirkland, and the Seattle-King County Economic Development Council. No verbal agreements or conversation with any officer, agent or employee of the public sector entity prior to the execution of this Agreement shall affect or modify any of the terms or obligations contained in any documents comprising this Agreement. Any such verbal agreement shall be considered as unofficial information and is in no way binding upon either party.

IN WITNESS WHEREOF, Kirkland  
AND THE SEATTLE-KING COUNTY ECONOMIC DEVELOPMENT COUNCIL HAVE EXECUTED THIS AGREEMENT AS OF THE DATE WRITTEN ON PAGE ONE.

COUNCIL CITY OF Kirkland

By Penelope A. Peabody, Executive Director  
Seattle-King County Economic Development Council  
1520 One Union Square  
Seattle, WA 98101

By \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ATTEST: \_\_\_\_\_  
\_\_\_\_\_

APPROVED AS TO FORM:  
\_\_\_\_\_

APPROVED AS TO FORM:  
*Cris Crumbaugh*  
\_\_\_\_\_  
Cris Crumbaugh, Council Attorney



Seattle-King County  
Economic Development  
Council

1520 One Union Square  
Seattle, Washington 98101  
(206) 447-0132

POLICES FOR WORKING RELATIONSHIPS  
BETWEEN THE SKCEDC AND KING COUNTY COMMUNITIES  
Handling Investment Prospects

This policy is modeled after the procedures established by the Washington State Department of Commerce and Economic Development for its relationships with County level "Associate Development Organizations." Such ADOs are typically an Economic Development Council representing the County in its entirety. The SKCEDC enjoys such an ADO relationship with the state as part of Governor Gardner's WASHINGTON PLAN, and TEAM WASHINGTON. These policy guidelines are intended to provide clear and cooperative ways for the Council and local cities, chambers and other groups to interface on business assistance projects. It is our interest to establish a cooperative "Team Seattle/King County" relationship.

A. MANAGING PROSPECTS AND WORKING RELATIONS: WHEN THE  
PROJECTS ORIGINATE FROM THE SKCEDC'S INVOLVEMENT

1. When a local or out-of-state business (or investor) is contacted by, or initiates a contact with the Council, and defines its expansion or relocation requirements, the Council compiles relevant information on County communities, sites, and other pertinent business factors that meet the prospect's stated requirements, solve potential barriers, or can provide certain resources to the project.
2. The Council's assigned staff to the project seeks out communities, resources, and sites which meet the business firm's stated requirements.
3. When the business investment case indicates an interest in a particular city or area of the County, the Council's assigned project staff coordinates Council activities with the chamber, city, or other community development official. Within any city, the city, its chamber or other community development interests may choose to agree to designate to the Council a single contact organization (and person) to represent the city should this be their preference. This assumes there is a consensus on who the single contact should be. Should there not be a single contact as such, the Council will work with the city, community, or area in an intended fair and open process with all candidate organizations--assuming this does not conflict with any justifiable concerns of the business investor.

POLICIES FOR WORKING RELATIONSHIPS  
BETWEEN THE SKCEDC AND KING COUNTY COMMUNITIES  
Handling Investment Prospects

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4. When the business investment case formally decides a specific city, community or area is a "site location finalist," the Council shifts its emphasis to that locale and the community organization's chamber or city, for example, becomes the lead support case manager, if that is their preference. Should they prefer that the Council continue the lead and principal support until the project decision is finalized (and/or located), this is acceptable to the Council. The Council gives its assurance that in any event it will work closely and openly with local officials.

5. When the local chamber, city, or other community organization chooses to become the support case manager, the Council will give them full details on the case project, and the local group will be fully apprised or and involved in the Council's efforts.

6. When the investment case formally selects a specific King County community or area as its desired investment site location and expressly agrees that case management responsibilities can transfer to a city or a chamber, for example, the Council will work with the local group to transfer management control of the business investment case to the local agency. At this point, the local group becomes case manager, and the Council's case manager becomes the backup support to the local group.

7. The local group then takes control of the business investment case and is responsible for helping the business establish its new facility. The Council's project staff then continues in a support role.

8. While a business client frequently will request confidentiality (such as to protect its competitive position, or to avoid premature publicity), the Council will attempt to work in a fair and open way with other local development groups. Such groups, wherever possible, will be brought into the process with the Council sharing pertinent facts about the project, including names of clients, in a spirit of trust and cooperation.

9. When a business investment decision has been made and is publicly announced, the Council intends as a matter of policy to share credit with all parties involved, recognizing that such decisions involve a great deal of teamwork by many different parties.

B. WHEN THE PROJECT ORIGINATES FROM LOCAL COMMUNITY INVOLVEMENT

1. When a local organization, city, or chamber is managing a business investment case and desires assistance or support from the Council, it simply contacts the Council.

2. When the local organization asks for the Council's help in support and information preparation, the Council will assign a staff person and directly assist in collecting and delivering that information.

POLICIES FOR WORKING RELATIONSHIPS  
BETWEEN THE SKCEDC AND KING COUNTY COMMUNITIES  
Handling Investment Prospects

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3. When the local organization asks for details assistance -- such as unique research or direct Council involvement (including meetings between the client and the Council's directors or advisory members, or other services), then the Council may ask for the identity and details of the business investment case. With this information, the Council's staff initiates a confidential search of the Council's project case files to determine whether the Council or any other local organization is already working with the specific business investment case.
4. The results of the Council's central records search are shared with the requesting local area organization. If the search finds current activity involving the Council and/or another organization, the Council will assist the requesting local organization and continue its support of any other organizations currently involved with the case.
5. If the search finds no record of current activity by the Council or other local organizations, then the Council will take on a support role to help the local organization pursue the business investment case. The Council's role will be mutually agreed upon.
6. Assisting communities and cities develop data for information for supporting business investment planning: The Council will be available to assist local areas when requested to provide guidance on how they may prepare data base information. Also, the Council will be available to advise such local cities and communities on its own information systems and how local systems could be compatible and linked to the Council's.

BYLAWS OF THE  
SEATTLE/KING COUNTY ECONOMIC  
DEVELOPMENT COUNCIL

A Nonprofit Corporation

ARTICLE 1. OFFICES

The principal office of the corporation, (hereinafter referred to as "Council") shall be located at the location of the registered office of the Council. The Council may have such other offices, either within or without the State of Washington, as the Board of Directors may designate or as the affairs of the Council may require from time to time.

ARTICLE 2. STATEMENT OF PURPOSE

The Council is established for the purposes of enhancing the economy, income and employment of those who live in the King County area which is the area served by the Council. It engages in activities designed to encourage diversification and development of the economic base; to increase the area's tax base; to encourage the retention of existing business; the expansion of existing business; the creation of jobs and employment opportunities in private business; the creation of new business; and the attraction of new business. In effecting these purposes the Council shall work with the new and existing businesses in a manner that is orderly and consistent with the region's citizenry, governmental jurisdictions and environmental standards. It is the intent that the Council act as a cooperative private/public effort.

ARTICLE 3. MEMBERSHIP

Section 1. Membership. Effective January 1, 1986 the council shall be a membership organization. It is understood that the Council shall continue to carry out its purposes for all of King County regardless of membership. Any and all persons or entities interested in furthering the purposes of the Council as stated in these bylaws shall be eligible for membership in the council. Membership may be conditioned by the Board upon payment of any membership fees as may be adopted by the Board, and upon the agreement of the member to abide by the Purposes of the Council as stated in Article 2 hereof, and by the Articles, Bylaws and any membership rules of the Council. The Board of the Council shall have the power and authority to adopt by resolution, a membership fee schedule, which schedule may vary membership fees to be paid by the membership according to type, size or other designation of the members. It is understood, however, that there shall only be one class of membership, and that all rights, privileges and obligations of all members shall be the same, regardless of the designations given members for purposes of the fee schedule. The Board shall also have the authority to adopt by resolution, any membership rules it deems necessary for the orderly governing of the Council membership, including rules regarding removal of members, provided, however, that no such rule may conflict with these Bylaws and the Articles of the Council. Any such fee schedule and rules shall be adopted by the Board by a majority vote in the same manner as provided in Article 13, Amendments, and shall be attached to these bylaws as an exhibit and made a part hereof.

Certain services performed by the Council may, in the discretion of the Board, be conditioned upon council membership, and/or the payment of charges, provided, however, that no such condition or charge shall be imposed which is prohibited under the Washington Nonprofit Corporation Act or under Federal tax laws applicable to the Council. Although the Council shall be a membership organization, election of Directors and Advisors shall not be by the general membership, but rather shall remain as provided in these Bylaws. Members of the Board of Directors and Advisory Council must be members in good standing of the Council.

Section 2. Meetings. There shall be at least one (1) annual meeting of the Council each year at a time and place called by the Board of Directors. The meeting notice shall be by public notice in a manner to be determined by the Board of Directors and it shall state the date, time and

place and purpose of the meeting. The notice shall be made at least fifteen (15) days prior to the meeting.

All members and other persons or entities interested in the affairs of the Council shall be invited to attend the annual meeting. The purpose of the annual meeting shall be to report to the community on the progress of the Council and to conduct such other business as the Board of Directors may deem advisable.

#### ARTICLE 4. BOARD OF DIRECTORS & ADVISORY COUNCIL

Section 1. General Overview of Organization. The Board of Directors of the Council shall consist of thirty two (32) persons. There shall also be a Advisory Council consisting of no less than thirty two (32) and no more than one hundred (100) members hereinafter referred to as the "Advisory Council". Members of the Board of Directors shall also be members of the Advisory Council.

The Board of Directors shall have all powers, rights, duties, and obligations of a Board of Directors as provided for by state statute and these Bylaws.

The Advisory Council shall not have the powers of the Board of Directors, but shall only serve in an advisory capacity to the Board of Directors and the Council. The Advisory Council shall, however, on an annual basis along with the Board of Directors, elect the members of the Board of Directors.

The first Board of Directors shall be selected by the Initial Board of Directors named in the Articles of Incorporation, and the first Board of Directors shall in turn appoint the first Advisory Council. Members of the Board of Directors are hereinafter referred to individually as "Directors" and members of the Advisory Council are hereinafter referred to as "Advisors"

Section 2. General Powers. The governance, business, and property of the Council shall be managed by the Board of Directors.

(a) Board of Directors. The Board of Directors shall have all powers of a Board of Directors under state statutes, laws and these Bylaws and shall manage the governance, business and property of the Council.

(b) Advisory Council. The Advisory Council shall act only in an advisory capacity to the Board of Directors and the Council and it shall not have the powers of a Board of Directors, or any other powers, other than to participate in the election of Directors as provided by these Bylaws.

After the first Board of Directors is selected, the Advisory Council shall have the duty along with the Board of Directors on an annual basis to elect the Board of Directors as provided in Article 6 hereof; provided, however, that if between annual selections of the Board of Directors a vacancy should occur, it may be filled by the Board of Directors.

#### Section 3. Number, Tenure and Qualifications.

(a) Board of Directors. The Board of Directors shall consist of thirty two (32) directors.

##### (1) Number and Designations.

The composition of the Board of Directors shall be thirty two (32) and will be as follows:

One (1) Director shall be the Mayor of the City of Seattle.  
Two (2) Directors shall be elected Seattle City Council members.  
Two (2) Directors shall be elected King County Council members outside the City of Seattle representing both political parties.  
One (1) Director shall be the King County Executive.  
One (1) Director shall be an elected official of the Port of Seattle.

One (1) Director shall be a mayor from an eastside suburban city.  
One (1) Director shall be a mayor from a southside suburban city.  
One (1) Director shall be a suburban mayor at large.



One (1) Director shall be a representative of a four year educational institution located within King County.

One (1) Director shall be a representative of a community college located within King County

Two (2) Directors shall be representatives of organized labor within King County.

Two (2) Directors shall be at large.

At least sixteen (16) Directors shall represent private business enterprises located within the county and shall preferably be the Chairman, C.E.O., President or high executive of such company.

No more than seven (7) of such private business representatives (excluding the two (2) at large positions) shall have their principal offices of business located within any one (1) of the three (3) congressional districts.

At no time shall representatives of general governmental units or organizations have representation on the Board of Directors greater than 40% of the members of the Board of Directors. No Director may delegate his or her directorship to any alternate. A Director may resign at any time or he or she may be removed from office by a four-fifths (4/5) vote of the Board of Directors at any meeting of the Board at which a quorum is present, provided that notice of such intended action was included in the notice of the meeting. Any vacancy occurring on the Board of Directors may be filled by the Board of Directors.

#### (2) Term and Selection.

The first Board of Directors, excluding the two (2) at large positions, shall be selected by the Initial Board of Directors named in the Articles of Incorporation. The first Board of Directors shall select the two (2) Directors at large. Thereafter the Board shall be selected and serve as follows:

The above designated elected public sector Directors (i.e. the Seattle Mayor and Council persons, the King County Executive and Council persons, the Port official and the three suburban Mayors) shall serve for one (1) or more one (1) year terms. Except for the Seattle Mayor and the County Executive who, because they are specifically designated, shall, after their first initial appointment by the interim Board, automatically be on the Board on a yearly basis, all other of these elected public sector officials shall be selected as a Director by their respective Councils or Commissions in a manner as they deem fit; provided, however that the three suburban Mayor positions shall annually be selected by the Suburban Mayors Organization. Each year the Nominating Committee shall notify the respective bodies as to the time by which the selection must be made. Such Directors shall not become members of the Board until their initial appointment by the initial Board of Directors. Nothing herein shall prevent any of the elected public sector officials from serving more than one term. If any designated elected official should leave their office for any reason during a term, their membership on the Board shall automatically terminate, and the respective body shall forthwith provide the appropriate replacement for the remainder of the term.

The remaining Directors shall be elected as provided in Article 6 hereof. They shall serve for one (1) or more three (3) years, provided, however, that if one (1) of the at large Directors is a representative of a governmental unit that Directors term shall only be one (1) year. Their terms (except for the at large Directors) shall be staggered so that one-third (1/3) of their number is elected each year. The first staggering shall be accomplished by the first Board by drawing by lot. The first term of the two (2) at large Directors shall be shortened so that the end of their three year terms fall on the date of the election of Directors.

(b) Advisory Council. The Advisory Council shall be composed of a variable number of Advisors, elected by the Board of Directors, of not less than thirty two (32) or more than one-hundred (100) by resolution of the Board of Directors, which shall constitute an amendment of this section of these Bylaws. Members of the Board of Directors shall automatically be members of the Advisory Council. Each year the members of the Advisory Council shall be elected annually by the Board of Directors for one (1) or more one (1) year terms or until the next annual meeting of the membership under procedures set forth in Article 6 of these Bylaws. An Advisor may resign at any time or he may be removed from office by a four-fifths (4/5) vote of the Board of Directors at any meeting of the Board of Directors at which a quorum is

present, provided that notice of such intended action was included in the notice of the meeting. Any person, firm, corporation, partnership, association, foundation, organization or governmental body that is desirous of furthering the purposes of the Council shall be eligible to be an Advisor on the Advisory Council. In making nominations for the Advisory Council the nominating committee of the Board of Directors shall give due consideration to individual ability, interest in the Council, area representation, and the continuing representation from business, chambers of commerce, labor, government, education, women and minority interests. No more than 40% of the Advisory Council shall be from governmental entities.

Section 4. Annual Meeting. An annual Board of Directors meeting shall be held at a time and place set by resolution and pursuant to notice by the Board for the purpose of transacting such business as may come before the meeting.

Section 5. Regular Meetings. Regular Board of Directors or Advisory Council meetings may be held at times and places set by resolution of the Board of Directors.

Section 6. Special Meetings. Special Board of Directors or Advisory Council meetings may be called by the Chairperson, Vice Chairperson, or President. The persons authorized to call special meetings may fix the time and place for any special meeting.

Section 7. Notice. Notice of each Board of Directors or Advisory Council meeting shall be delivered personally, orally, telegraphed or mailed to each Director or Advisor at his business address at least two days before the meeting. If such notice is mailed, it shall be deemed to be delivered when deposited in the United States mail properly addressed, with postage prepaid. If the notice is telegraphed, it shall be deemed to be delivered when the content of the telegram is delivered to the telegraph company. The attendance of a Director or Advisor at a meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Except as provided in Section 2, neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

Section 8. Quorum. Seventeen (17) of the total number of Directors shall constitute a quorum for the transaction of business at any Board of Directors meeting. If less than such seventeen (17) be present at a meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice. One-third (1/3) of the total number of Advisory Council members shall constitute a quorum for the transaction of business at any Advisory Council meeting. If less than such one-third (1/3) be present at a meeting, a majority of the Advisory Council present may adjourn the meeting from time to time without further notice.

Section 9. Manner of Acting. The action of seventeen (17) of the directors present at a Board of Directors meeting, which is a quorum, shall be the action of the Board of Directors. (i.e. Seventeen (17) votes are needed for any Board of Directors action.) The action of the majority of the Advisors present at a Advisory Council meeting at which a quorum is present shall be the action of the Advisory Council. Provided, however, that until such time as twenty-five (25) of the first Board of Directors are selected, the initial Board of Directors may, along with any additional Directors they have selected, take action at any meeting where 2/3 of its members are present, which shall constitute a quorum, and any action of 2/3 of such Directors at that time shall constitute an action of the Board.

Section 10. Vacancies. Any vacancy occurring on the Board of Directors or Advisory Council including any created by an increase in size may be filled by the affirmative vote of a majority of the remaining directors at any duly-constituted Board of Directors meeting.

Section 11. Presumption of Assent. A Director or Advisor present at a Board of Directors or Advisory Council meeting at which action on any matter is taken shall be presumed to have assented to the action taken unless their dissent is entered in the minutes of the meeting or unless he or she files written dissent to such action with the person acting as the secretary

of the meeting before the adjournment thereof or unless he or she forwards such dissent by registered mail to the Secretary of the Council immediately after the adjournment of the meeting. A Director or Advisor who voted in favor of such action may not dissent.

Section 12. Informal Action by Board of Directors and Advisory Council. Any action required or permitted to be taken at a meeting of the Board of Directors or Advisory Council may be taken without a meeting if a written consent setting forth the action to be taken is signed by each of the Directors or Advisors. Any such written consent shall be inserted in the minute book as if it were the minutes of a meeting.

Section 13. Executive Committee. The Board of Directors may vote to establish an Executive Committee which shall consist of the Chairperson of the Board, President, Secretary, Treasurer and any Vice Chairpersons of the Council. In addition, the immediate past chairmen shall be an ex officio member. The Executive Committee shall, during the intervals between meetings of the Board of Directors, possess and exercise all functions of the Board of Directors, subject to final action by the Board of Directors. The Executive Committee shall attend to the routine work of the corporation and also shall perform such duties as from time to time may be delegated to it by the Board of Directors.

Section 14. Chairperson of the Board of Directors. The Board of Directors shall annually elect from its members a Chairperson to serve for the succeeding year. The chairperson shall serve as the official head of the Board of Directors and the Advisory Council, shall have the powers and duties as enumerated herein.

#### ARTICLE 5. OFFICERS AND EXECUTIVE DIRECTOR

Section 1. Number. The officers of the Council shall be a President, Vice President, a Secretary and a Treasurer. Other officers may also include a Chairperson of the Board of Directors, one or more Vice Chairpersons of the Board of Directors, and assistant officers or other officers as may be determined by the Board of Directors.

Section 2. Election and Term of Office. The officers of the Council shall be elected annually by the Board of Directors at the first meeting of the Board of Directors after the beginning of the fiscal year of the Council. Each officer shall hold office until his or her successor has been duly elected or until he or she resigns or is removed. The initial Board may elect officers from their number to serve until appointment of the first Board of Directors.

Section 3. Removal. Any officer or agent elected or appointed by the Board of Directors may be removed by the Board of Directors, without cause, whenever in its judgment the best interests of the Council would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

Section 4. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

Section 5. President/Executive Director. The President, who shall also be known as the "Executive Director" if so designated by resolution of the Board of Directors, shall be the principal executive officer of the Council and, subject to the Board of Director's control, shall supervise and control all the administrative affairs of the Council. With the Secretary or other officer or employee of the Council authorized by the Board of Directors, he or she may sign deeds, bonds, contracts, or other instruments that the Board of Directors has authorized to be executed, except when the signing and execution thereof has been expressly delegated by the Board of Directors or by these Bylaws to some other officer or agent of the Council or is required by law to be otherwise signed or executed by some other officer or in some other manner. In general, he or she shall perform the day-to-day administration and management of the property, business and affairs of the Council and shall perform the duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.

Section 6. Secretary. The Secretary shall: (a) keep the minutes of the Board of Directors and Advisory Council meetings in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; (c) be custodian of the Council records and of the seal of the Council; and (d) in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him or her by the President or by the Board of Directors. The Secretary need not be a member of the Board of Directors or Advisors.

Section 7. Treasurer. If required by the Board of Directors, 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 of Directors shall determine. He or she shall have charge and custody of and be responsible for all funds and investments of the Council; receive and give receipts for monies due and payable to the Council from any source whatsoever, and deposit all such monies in the name of the Council in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of these Bylaws and in general perform all of the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him or her by the President or by the Board of Directors.

Section 8. Chairperson of the Board of Directors. The Chairperson of the Board of Directors, shall be elected annually by the Board of Directors and shall when present, preside over all Board of Directors and Advisory Council meetings. In general, he or she shall perform all duties incident to the office of the Chairperson and such other duties as may be prescribed by the Board of Directors from time to time.

Section 9. Vice Chairperson of the Board of Directors. A Vice Chairperson, if one has been so designated, shall, in the absence of the Chairperson, preside over all Board of Directors and Advisory Council meetings. In general, he or she shall, in the absence of the Chairperson, perform all duties incident to the office of the Chairperson and such other duties as may be prescribed by the Board of Directors from time to time.

In the event that there is more than one Vice Chairperson, then in the absence of designation by the Chairperson, or by the Board of Directors, the one whose name appeared first on the list at the last election shall act.

Section 10. Salaries. The selection and salary of the President/Executive Director of the Council shall be made and fixed from time to time as necessary by the Board of Directors within the limitations of the budget. The President/Executive Director shall be responsible for the selection and salary of all permanent, nonclerical employees, subject to approval of the Executive Committee. The selection and salary of all clerical and temporary employees shall be the responsibility of the President/Executive Director. The Board of Directors and Advisory Council shall act without pay or compensation. They may, however, be paid or reimbursed by the Council for their actual expenses incurred on behalf of the Council by authorization or ratification of the Board.

## ARTICLE 6. SELECTION OF THE BOARD OF DIRECTORS

Section 1. Nominating Committee. Not less than forty five (45) days before the Annual Meeting of the Board of Directors, the Chairperson, with the concurrence of the Board of Directors shall appoint a Nominating Committee from among the Board of Directors and the Advisory Council.

Section 2. Selection. Not less than thirty (30) days before the annual meeting of the Board of Directors, the Nominating Committee shall file with the Chairperson the names of candidates for the Board of Directors positions that are to be elected that year. (See Article 4 for positions that are to be automatically filled and/or filled by public sector bodies, and for staggering of positions). In making the nominations, the committee shall give due consideration to the requirements as to representation provided in these Bylaws, to individual ability, interest in the Council, area representation, and representation of women and minority interests.

Section 3. Notice. Within five days after the Chairperson's receipt of the report of the Nominating Committee, the Secretary shall notify the Board of Directors and Advisory Council of the names of the nominees by

mail.

Section 4. Other Nominations. Any ten (10) Board of Directors or fifteen (15) Advisory Council members may also nominate one or more candidates by filing a petition listing the same with the Secretary at the offices of the Council not later than fifteen (15) days after the mailing containing the list of nominees submitted by the Nominating Committee. If no additional nominations are proposed by petition under the provisions outlined in this Section, then the nominees of the Nominating Committee shall be declared elected, effective the day of the annual meeting of the Board of Directors, with notice of this action publicized to the Board of Directors, Advisory Council and public forthwith.

Section 5. Election Procedure. If additional nominations are proposed by petition in accordance with this article, the Secretary shall, within five days after the deadline for submission of petitions, cause a secret ballot to be mailed to each Board of Advisors and Board of Directors member setting forth the names of all persons nominated to the Board of Directors. All ballots to be counted shall be returned to the Council offices no later than ten days after the date of mailing of said ballots. The Nominating Committee shall then cause the ballots to be opened and counted, and shall certify the results in writing to the Secretary. The nominees receiving the largest number of votes shall be declared elected. The Secretary shall then publicize the election results to the Board of Directors, Advisory Council and the public forthwith.

#### ARTICLE 7. SELECTION OF ADVISORY COUNCIL

Selection of the Advisory Council shall be in the same manner as for selection of the Board of Directors as provided in Article 6 hereof above, except that only the Board of Directors shall elect the Advisory Council members.

#### ARTICLE 8. CONTRACTS, LOANS, CHECKS AND DEPOSITS

Section 1. Contracts. The Board of Directors may authorize any officers, agent or agents, to enter into any contract, (including but not limited to contracting out programs for management service for the council) and to execute and deliver any instrument in the name of and on behalf of the Council, and such authority may be general or confined to specific instances.

Section 2. Loans. No loans shall be contracted on behalf of the Council and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances.

Section 3. Loans to Officers and Directors. No loans shall be made by the Council to its Officers, Directors, or Advisors.

Section 4. Checks, Drafts, Etc. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Council, shall be signed by such Officer or Officers, agent or agents, of the Council and in such a manner as is from time to time determined by resolution of the Board of Directors.

Section 5. Deposits. All funds of the Council not otherwise employed shall be deposited from time to time to the credit of the Council in such banks, trust companies or other depositories as the Board of Directors may select.

#### ARTICLE 9. FISCAL YEAR

The fiscal year of the Council shall be the calendar year.

#### ARTICLE 10. SEAL

The seal of the Council shall consist of the name of the Council, the state of its incorporation and the year of its incorporation.

ARTICLE 11. WAIVER OF NOTICE

Whenever any notice is required to be given to any Director or Advisor of the Council under the provisions of these Bylaws or under the provisions of the Articles of Incorporation or under the provisions of the Washington Nonprofit Corporation Act, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE 12. INDEMNIFICATION

To the full extent permitted by the Washington Nonprofit Corporation Act, the Council shall indemnify any person who was or is a party or is threatened to be made a party to any civil, criminal, administrative or investigative action, suit or proceeding (whether brought by or in the right of the Council or otherwise) by reason of the fact that he or she is or was an incorporator, Initial Board of Director member, Advisory Council, or Officer of the Council, or took an action for or on its behalf or is or was serving at the request of the Council as a Director, Advisor, or Officer of another corporation, against expenses (including attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding; and the Board of Directors may, at any time, approve indemnification of any other person which the Council has the power to indemnify under the Washington Nonprofit Corporation Act. The indemnification provided by this section shall not be deemed exclusive of any other rights to which a person may be entitled as a matter of law or by contract.

ARTICLE 13. AMENDMENTS

These Bylaws may be altered, amended or repealed and new Bylaws may be adopted by the Board of Directors at any meeting of the Board of Directors held not less than ten days after written or published notice of the proposed amendments has been mailed to each director.