

ARTICLES OF INCORPORATION**OF****eCITYGOV ALLIANCE**

The undersigned, in order to form a not for profit corporation under Chapter 24.06 of the Revised Code of Washington ("RCW"), and pursuant to Chapter 39.34 RCW, hereby sign and deliver the following Articles of Incorporation:

ARTICLE I — NAME

The name of this corporation is:

eCITYGOV ALLIANCE

ARTICLE II — DURATION

The period of duration of the eCITYGOV Alliance (the "ALLIANCE") is perpetual.

ARTICLE III — PURPOSES

ALLIANCE is organized on behalf of and as an instrumentality of its governmental members to carry out certain exclusively governmental activities and the purposes of the Amended and Restated Interlocal Agreement Establishing eCityGov Alliance (the "Interlocal Agreement") pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW. These purposes include developing, owning, operating and managing and maintaining online public service programs and services as further described in the Interlocal Agreement.

ARTICLE IV — PROHIBITED ACTIVITY

Notwithstanding any of the provisions of these Articles of Incorporation, the ALLIANCE shall not conduct or carry on activities not permitted to be conducted or carried on by an organization exempt from federal income tax under Sections 115 of the Internal Revenue Code or by an organization, contributions to which are deductible under Section 170(c)(2). No part of the net earnings of the ALLIANCE shall inure to the benefit of any director, officer or private individual. No substantial part of the activities of the ALLIANCE shall be devoted to the carrying on of propaganda, or otherwise attempting to influence legislation except as may be permitted by the Internal Revenue Code, and the ALLIANCE shall not participate in, or intervene in (including the publication or distribution of statements regarding) any political campaign on behalf of or in opposition to any candidate for public office. The ALLIANCE shall not have or issue shares of stock, shall not make any disbursement of income to its directors or officers, and shall not make loans to its officers or directors.

ARTICLE V — POWERS

In general, and subject to such limitations and conditions as are or may be prescribed by law, or in these Articles of Incorporation or in the ALLIANCE'S Bylaws or in the Interlocal Agreement, the ALLIANCE shall have all powers which now or hereafter are conferred under Chapters 24.06 and 39.34 RCW and other applicable law upon a corporation organized for the

purposes set forth above, or are necessary or incidental to the powers so conferred, or are conducive to the attainment of the ALLIANCE's purposes.

ARTICLE VI — MEMBERS

Each Member of ALLIANCE must be a municipal corporation formed and existing under the laws of the state of Washington and meeting the other requirements described in the Interlocal Agreement. As used in these Articles, the term "Members" means "Principals" as defined in the Interlocal Agreement. The rights and responsibilities of the Members/Principals and the manner of their election, appointment, or admission to membership and termination of membership shall be as provided for in the Interlocal Agreement. The ALLIANCE shall have one class of Members/Principals, except that each Member/Principal may be treated as a separate class for calculating votes as provided for in the Interlocal Agreement.

ARTICLE VII — DISTRIBUTIONS UPON DISSOLUTION

No director, trustee or officer of the ALLIANCE, nor any private individual, shall be entitled to share in the distribution of any of the corporate assets upon dissolution of the ALLIANCE or the winding up of its affairs. Upon dissolution of the ALLIANCE, after paying, satisfying, and discharging, or making adequate provision therefor, of all liabilities and obligations of the ALLIANCE, and after returning, transferring, or conveying assets held by the ALLIANCE requiring return, transfer, or conveyance on condition of the dissolution, all remaining assets of the ALLIANCE shall be distributed by the Executive Board as provided for in the Interlocal Agreement.

ARTICLE VIII — DISSENTING MEMBERS

"Dissenting members," as that term is used in RCW 24.06.245 through 255, will be entitled to the rights and allocation of assets set forth in the Interlocal Agreement, but may be limited to "a return of less than the fair value" of their membership as that term is used in RCW 24.06.255.

ARTICLE IX — BYLAWS

Provisions for the regulation of the internal affairs of the ALLIANCE shall be set forth in the Bylaws of the ALLIANCE.

ARTICLE X — REGISTERED AGENT

The address of the initial registered office of the ALLIANCE is eCityGov Alliance, c/o City of Bellevue 450 100th Avenue, Bellevue WA 98004. The name and address of its initial registered agent is the City Clerk (or his/her designee), City of Bellevue, 450 110th Avenue N.E., Bellevue, WA 98004.

ARTICLE XI — DIRECTORS

The initial board of directors (referred to in the Interlocal Agreement as the “Executive Board”) shall consist of eight (8) directors. The names and addresses of the persons who are to serve as initial directors are:

Brad Miyake, Interim City Manager
City of Bellevue
450 110th Avenue N.E.
Bellevue, WA 98004

Bob Stowe, City Manager
City of Bothell
18304 101st Avenue N.E.
Bothell, WA 98011

Bob Harrison, City Administrator
City of Issaquah
130 E. Sunset Way
Issaquah, WA 98027

Nancy Ousley, Assistant City Manager
City of Kenmore
18120 68th Ave. N.E.
Kenmore, WA 98028

Kurt Triplett, City Manager
City of Kirkland
123 Fifth Avenue
Kirkland, WA 98033-6189

Noel Treat, City Manager
City of Mercer Island
9611 S.E. 36th St.
Mercer Island, WA 98040

Lyman Howard, Deputy City Manager
City of Sammamish
801 228th Avenue. S.E.
Sammamish, WA 98075

Bob Larson, City Administrator
City of Snoqualmie
38624 S.E. River St.
Snoqualmie, WA 98065

Directors may be removed as provided for in the Bylaws.

ARTICLE XII -- OFFICERS

The ALLIANCE shall have four officers, a President, Vice-President, Secretary and Treasurer. The President and Vice-President are referred to as the "Chair" and "Vice-Chair" respectively, in the Interlocal Agreement. The responsibilities of the officers shall be described in the ALLIANCE Bylaws.

ARTICLE XIII — INCORPORATORS

The names and addresses of the incorporators are:

1. City of Bellevue
450 110th Avenue N.E.
Bellevue, WA 98004
2. City of Bothell
18304 101st Avenue N.E.
Bothell, WA 98011
3. City of Issaquah
130 E. Sunset Way
Issaquah, WA 98027
4. City of Kenmore
18120 68th Ave. N.E.
Kenmore, WA 98028
5. City of Kirkland
123 Fifth Avenue
Kirkland, WA 98033-6189
6. City of Mercer Island
9611 S.E. 36th St.
Mercer Island, WA 98040
7. City of Sammamish
801 228th Avenue. S.E.
Sammamish, WA 98075
8. City of Snoqualmie
38624 S.E. River St.
Snoqualmie, WA 98065

ARTICLE XIV — LIMITATION OF DIRECTOR LIABILITY

Except to the extent otherwise required by applicable law (as it exists on the date of the adoption of this Article or may be amended from time to time), a director of the ALLIANCE (a director is referred to as a "Member of the Executive Board" in the Interlocal Agreement) shall not be personally liable to the ALLIANCE for monetary damages for conduct as a director, except for liability of the director (i) for acts or omissions which involve intentional misconduct

by the director or a knowing violation of law by the director, (ii) for any transaction from which the director will personally receive a benefit in money, property or services to which the director is not legally entitled, or (iii) for any act or omission occurring before the date when this provision becomes effective.

If the Washington Nonprofit Miscellaneous and Mutual Corporation Act (the "Act") is hereafter amended to expand or increase the power of the ALLIANCE to eliminate or limit the personal liability of directors, then, without any further requirement of action by the directors of the ALLIANCE, the liability of a director shall be eliminated or limited to the full extent permitted by the Act. No amendment to or repeal of this Article shall adversely affect any right of protection of any director of the ALLIANCE occurring after the date of the adoption of this Article and prior to such amendment or repeal.

ARTICLE XV — INDEMNIFICATION

Except as provided in Article XIV, the ALLIANCE shall indemnify any director and officer of the ALLIANCE who is involved in any capacity in a proceeding (as defined in RCW 23B.08.500, as presently in effect and as hereafter amended) by reason of the position held by such person or entity in the ALLIANCE to the full extent allowed by law, as presently in effect and as hereafter amended. By means of a resolution or of a contract specifically approved by the Board of Directors (referred to as the "Executive Board" in the Interlocal Agreement), the ALLIANCE may also indemnify an employee, or agent to such degree as the Board of Directors determines to be reasonable, appropriate, and consistent with applicable law and to be in the best interests of the ALLIANCE. Reasonable expenses incurred by a director or officer who is involved in any capacity in a proceeding by reason of the position held in the ALLIANCE, shall be advanced by the ALLIANCE to the full extent allowed by and on the conditions required by applicable law, as presently in effect and as hereafter amended.

The Board of Directors of the ALLIANCE shall have the right to designate the counsel who shall defend any person or entity who may be entitled to indemnification, to approve any settlement, and to approve in advance any expense. The rights conferred by or pursuant to this Article shall not be exclusive of any other rights that any person may have or acquire under any applicable law (as presently in effect and as hereafter amended), these Articles of Incorporation, the bylaws of the ALLIANCE, a vote of the Board of Directors of the ALLIANCE, or otherwise. No amendment to or repeal of this Article shall adversely affect any right of any director, officer, employee, or agent for events occurring after the date of the adoption of this Article and prior to such amendment or repeal.

The ALLIANCE shall also indemnify and hold harmless every Member/Principal, including, but not limited to that Member's/Principal's officers, directors, employees and agents from all claims, injuries, damages, losses or suits, including reasonable attorney fees and costs which arise out of acts and/or omissions of the ALLIANCE. To such degree as the board of directors/Executive Board determines to be reasonable, appropriate, and consistent with applicable law and to be in the best interests of the ALLIANCE, the ALLIANCE may also indemnify and hold harmless Subscribers, including, but not limited to that Subscriber's officers, directors, employees and agents from all claims, injuries damages, losses or suits, including reasonable attorney fees which arise out of acts and/or omissions of the ALLIANCE.

Nothing in these Articles of Incorporation may be interpreted as a waiver of sovereign immunity by any member.

Indemnification of directors and officers by the ALLIANCE shall be consistent with the terms of the Interlocal Agreement, the Act, the Interlocal Cooperation Act and other applicable law. In the event of any inconsistency between this Article and the Interlocal Agreement, the terms of the Interlocal Agreement shall control to the extent consistent with applicable law.

Notwithstanding any other provision of this Article, no indemnification shall be provided to any person if in the reasonable opinion of competent counsel, payment of such

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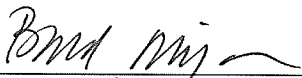
indemnification would cause the ALLIANCE to lose its exemption from federal income taxation.

DATED as of this 1st day of March, 2014.

INCORPORATORS:

INCORPORATOR: City of Bellevue

INCORPORATOR: City of Bothell


By: Brad Miyake, Interim City Manager

By: Bob Stowe, City Manager

INCORPORATOR: City Issaquah

INCORPORATOR: City of Kenmore

By: Fred Butler, Mayor

By: Rob Karlinsey City Manager

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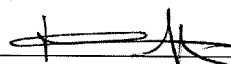
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Notwithstanding any other provision of this Article, no indemnification shall be provided to any person if in the reasonable opinion of competent counsel, payment of such indemnification would cause the ALLIANCE to lose its exemption from federal income taxation.

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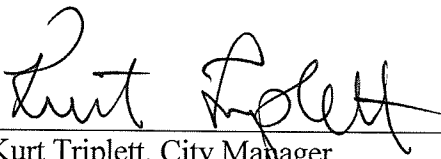
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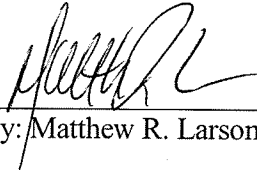
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