Amendment One
To Interlocal Agreement Establishing eCityGov Alliance

The Undersigned Cities having entered into an Interlocal Agreement recorded December 30, 2005, under King County Recording No. 20051230001144, establishing the eCityGov Alliance (hereinafter referred to as "the Interlocal"), which replaced the previous eCityGov Alliance Agreement dated November 5, 2002, now, in consideration of the mutual promises herein stated, the above-referenced Interlocal Agreement is hereby amended as follows:

Section II- PURPOSE shall be amended to add a new paragraph F which shall read as follows:

F. Create economies of scale among Alliance members and subscribers by establishing and maintaining a cooperative purchasing process which includes but is not limited to the creation of a small works roster and shared procurement portal. The eCityGov Alliance shall be the lead agency for purposes of complying with the requirements of RCW 39.04.155, now or as hereafter amended.

Section VI- FINANCE & BUDGET Paragraph B shall be amended to add a new sentence which shall read as follows:

Ownership of Property. The Alliance may own real, personal and intellectual properties. The Principals will each have a percentage proportional ownership interest in all such property based upon the city's population as a percentage of the total population of all Principal cities and will proportionally share in obligations and benefits, financial or otherwise, from such ownership interest. Whenever intellectual property is owned or assigned to the Alliance, any Principal may use components of such intellectual property, at no cost, in order to develop its own intellectual property applications. In addition, anytime a member organization develops, on behalf of the Alliance, any intellectual property which is paid for exclusively by the Alliance, that intellectual property becomes the property of the Alliance.

In accordance with RCW 39.34.040, subsequent amendments to this Agreement, if any, may be published on the eCityGov Alliance web site, http://www.ecitygov.net, and / or the web sites of member cities, in lieu of recording with the King County Department of Records and Elections.

All other terms and conditions of the Interlocal shall remain the same.

Effective this 30th day of November, 2007.
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Approved as to Form:

City Attorney
City of Bellevue

City Attorney
City of Mercer Island

City Attorney
City of Snoqualmie

City Attorney
City of Kirkland

City Attorney
City of Issaquah

City Attorney
City of Bothell

City Attorney
City of Kenmore

City Attorney
City of Sammamish

City Attorney
City of Woodinville
INTERLOCAL AGREEMENT
ESTABLISHING ECITYGOV ALLIANCE

THIS AGREEMENT ("Agreement") is entered into among the municipal corporations organized under the laws of the State of Washington, hereinafter referred to as the "Partners" which are parties signatory to this Agreement.

This AGREEMENT replaces the previous eCityGov Alliance Agreement dated November 5, 2002.

This Agreement is being made pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW, and has been authorized by the legislative body of each jurisdiction.

IT IS HEREBY AGREED AS FOLLOWS:

I. ESTABLISHMENT OF ECITYGOV ALLIANCE

There is hereby created an eCityGov Alliance ("Alliance"). The Alliance shall be created as a separate legal entity as authorized by RCW 39.34.030.

It shall be the policy of the Alliance to adhere to the following principles to the best of its abilities and as is reasonably practical for the purposes of managing and operating the Alliance:

A. Cost sharing is equitable;
B. Risk is shared;
C. Mission is not diluted;
D. Roles & responsibilities are clearly defined;
E. Benefit is clear & direct to participants;
F. Control and flexibility is retained by members; and
G. Business drives technology.

II. PURPOSE

The Alliance shall have the following purposes:

A. Create a regionally coordinated portal(s) for the delivery of public sector services via the Internet.

B. Provide citizens and businesses a variety of services and information, including but not limited to, on-line permits, geographic information system (GIS) data, parks and recreation class registration and facility booking and
other on-line services in a manner that is coordinated among jurisdictions, and efficiently integrated with internal operations.

C. Provide a forum for the sharing of resources in the development and deployment of future public sector services, forging partnerships with other public and private entities that seek to enhance services, information and business process, and create a mechanism for cross-boundary staff collaboration, training, and work coordination for Alliance services and products.

D. Create economies of scale among public sector entities, by coordinating and cooperating in joint purchasing, application development and other projects, from which Alliance Partners and participants benefit.

E. Develop, sell, license and/or franchise products, intellectual property and services in collaboration with other public and private entities to benefit the Alliance.

III. PARTIES TO AGREEMENT

Each party to this Agreement certifies that it intends to and does contract with all other parties who are signatories of this Agreement and, in addition, with such other parties as may later be added to and become signatories of this Agreement pursuant to Section IV.

IV. MEMBERSHIP AND FEE POLICY

The Executive Board of the Alliance shall develop and maintain a Membership and Fee Policy for the purpose of funding and sustaining Alliance activities, projects, equipment, staffing and infrastructure.

A. Said Membership and Fee Policy shall be reviewed annually and adopted by a simple majority vote of all partners of the Alliance on the basis of each Partner's weighted vote.

B. Adding New Partners, Subscribers, Basic Members and/or any other form of membership. The decision to admit new Alliance members rests with the sole discretion of the Executive Board.

V. GOVERNANCE: eCityGov Alliance Executive Board

A. Executive Board. An Executive Board composed of the Chief Executive Officer, Chief Administrative Officer or designee of each Partner shall govern the Alliance. The members of the Executive Board shall elect officers of the Executive Board as outlined by the Alliance By-Laws. The Board shall meet as often as it deems necessary. Subscribers and Basic Members may attend all meetings and provide input in a non-voting status.
B. Powers. The powers of the Executive Board shall be to (1) adopt Alliance By-Laws and policies; (2) create Alliance work programs; (3) determine services to be provided; (4) develop an annual budget; (5) adopt a Membership and Fee Policy; (6) incur debt in order to make purchases or contract for services to accomplish the purposes of the Alliance; (7) enter into agreements with third parties for goods and services as necessary to carry out Alliance purposes; and (8) hire staff, consultants or private vendors as necessary; (9) identify and contract for the services of fiscal agent for the purposes of carrying out and recording Alliance financial transactions; (10) conduct any and all other business allowed by applicable law.

C. Proportional Voting – In conducting Alliance business, Partners will cast votes weighted by the population of their city as a percentage of the total population of all Partner cities. All votes by a Board member must be cast on the same side of an issue. Voting population shall be the State of Washington OFM population published in the current Alliance Membership and Fee Policy.

VI. FINANCE & BUDGET

A. Authority. The Executive Board is authorized to obtain loans or accept grants in order to accomplish the purposes of the Alliance and consistent with Chapter 39.34 RCW. The Alliance is empowered to receive all funds allocated to it by its members. The Executive Board may establish partnerships with public and private corporations or entities as allowed by law. The Executive Board shall adopt an annual budget and authorize all expenditures.

B. Ownership of Property. The Alliance may own real, personal and intellectual properties. The Partners will each have a percentage proportional ownership interest in all such property based upon the city's population as a percentage of the total population of all Partner cities and will proportionally share in obligations and benefits, financial or otherwise, from such ownership interest.

C. Retained Responsibility and Authority. Partners retain the responsibility and authority for managing and maintaining their own internal systems, including security and privacy of all data which may be linked to the regional portal – e.g. permitting systems, recreation software, etc.

D. Fiscal Agent. The Fiscal Agent refers to that agency or government that performs all accounting services for the eCityGov Alliance as it may require, in accordance with the requirements of Chapter 39.34 RCW.

E. Intergovernmental Cooperation. The Alliance will cooperate with state, county, and other local agencies to maximize use of any grant funds or other resources and enhance the effectiveness of the Alliance systems, programs and projects.
VII. GENERAL PROVISIONS

A. Duration. This Agreement shall commence upon full execution and continue to remain in existence as long as it has Partners.

B. Partner Withdrawal. A Partner may notify the Alliance of its intent to withdraw from this Agreement by written notice to the Executive Board. Any portion of annual fee(s) for the current calendar year shall be forfeited upon such withdrawal. The Partner withdrawing from the Alliance also forfeits the Partner's proportional interest described in Section VI, including, but not limited to: (1) ownership rights to hardware, software, and intellectual property owned by the Alliance, and (2) any future revenues associated with Alliance products and/or services.

C. Disposition of Property. This Agreement may be terminated at any time by agreement of Partners holding at least sixty (60%) percent of the weighted vote of all the Partners. Upon termination of this Agreement, all property acquired during the Term shall be disposed of as follows to each of the Alliance Partners remaining at the time of dissolution: (1) property contributed without charge by any member shall revert to the contributor or in the event the contributor had previously resigned as an Alliance Partner, the Executive Board shall determine the disposition of the contributed asset(s); (2) all other real and personal property purchased after the effective date of this Agreement shall be distributed to the Partners based upon each Partner's proportional ownership interest, described in Section VI, at the time of the sale of the property; (3) ownership of Alliance intellectual property, including but not limited to, copyrighted and trademarked materials, software code, web designs and templates, web content, Alliance data and Alliance owned interfaces shall be transferred fully and equally to each Alliance Partner; and (4) Partner owned data shall be returned to the owner. Each Partner shall also be entitled to electronic copies of Alliance historical and working files. The Executive Board shall determine the distribution and/or discontinuance of site URLs and other Alliance properties that can not be equitably distributed or shared.

D. The Alliance shall defend, indemnify and hold the Partner City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees and costs, arising out of or resulting from the acts, errors or omissions of the Alliance or any Partner City agent or employees acting on behalf of the Alliance in performance of this Agreement, except for injuries and damages caused by the sole negligence of the Partner City. The Partner City shall defend, indemnify and hold the Alliance, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees and costs, arising out of or resulting from the acts, errors or omissions of the
Partner City in performance of this Agreement, except for injuries and damages caused by the sole negligence of the Alliance.

To the extent of the foregoing indemnifications, the parties waive any immunity that may be granted to it under the Washington State Industrial Insurance Act, Title 51 RCW and such indemnification shall not be limited in any way by any limitation on the amount of damages, compensation or benefits payable to or by any third party under Worker's Compensation acts, disability benefit acts or any other benefits acts or programs.

The Alliance agrees that all risks associated with the activities of the Alliance, included but not limited to software development, shall be borne by the Partners in the pro rata proportion as outlined in Section IV, Membership and Fee Policy of this Agreement. Furthermore, the Alliance agrees that the Partner cities will be mutually liable for, and shall protect and defend any Partner city for any claims arising out or related to intellectual property, patent, trademark, trade secret or copyright infringement and breach of contract.

The provisions of this section shall survive the expiration of termination of this Agreement with respect to any event occurring prior to such expiration or termination.

E. Insurance. The Alliance will obtain and provide appropriate insurance against loss or liability for the actions of the Alliance's Executive Board and/or staff.

F. Work Product/Confidentiality. All work product including records, data, information, development notes, discs, magnetic media, files, designs, sketches, finished or unfinished documents or other documents, material or data produced in performance of this Agreement shall become the property of the Alliance. All such work product shall be kept confidential by all the Partner members and the Partner's employees and agents and shall not be made available to any individual or organization by any Partner without the prior written consent of the Executive Board or unless required pursuant to court order, the Public Disclosure Act or other applicable law.

G. Miscellaneous. This Agreement contains all of the agreements of the parties with respect to any matter covered or mentioned in this Agreement. No provision of the Agreement may be amended or modified except by written agreement signed by the parties. This Agreement shall be binding upon and inure to the benefit of the parties' successors in interest and assigns. Any provision of this Agreement which is declared invalid or illegal shall in no way affect or invalidate any other provision. The venue for any dispute related to this Agreement shall be King County, Washington. Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor.
H. Filing. This Agreement shall be effective upon filing with the King County Department of Records and Elections, and the Clerk of each Partner.

This Agreement has been executed by each party on the date set forth below:

CITY OF BELLEVUE
City Manager
Date: 9/28/05
Approved as to form
City Attorney

CITY OF BONNEY LAKE
City Manager
Date: 11/1/05
Approved as to form
City Attorney

CITY OF SNOQUALMIE
Mayor
Date: 10/24/05
Approved as to form
City Attorney

CITY OF ISSAQUAH
Mayor
Date: 10/24/05
Approved as to form
City Attorney

CITY OF KENMORE
City Manager
Date: 11/22/05
Approved as to form
City Attorney

CITY OF KIRKLAND
City Manager
Date: 9/15/05
Approved as to form
City Attorney

CITY OF MERCER ISLAND
City Manager
Date: 9-15-05
Approved as to form
City Attorney

CITY OF SAMMAMISH
City Manager
Date: 7/15/05
Approved as to form
City Attorney
CITY OF WOODINVILLE

City Manager
Date: 9-15-05

Approved as to form
City Attorney ___________________________