

# **WALLA WALLA JOINT COMMUNITY DEVELOPMENT AGENCY BYLAWS**

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## **ARTICLE I. NAME**

These bylaws are for the Walla Walla Joint Community Development Agency established by an Intergovernmental Agreement executed on September 29, 2010 by the City of Walla Walla and on October 4, 2010 by Walla Walla County.

## **ARTICLE II. PURPOSES**

The purpose and mission of the Agency is to implement the Intergovernmental Agreement approved by Walla Walla County Resolution 10-254 (10/4/2010) and Walla Walla City Resolution 2010-71 (9/28/2010). The Walla Walla Joint Community Development Agency Board having been constituted and empowered by such Intergovernmental Agreement, hereby and herewith adopts the following bylaws and future amendments to implement the purposes of the Intergovernmental Agreement. In the event of any conflict between these bylaws and the Intergovernmental Agreement, the Intergovernmental Agreement shall control.

## **ARTICLE III. BOARD COMPOSITION**

**APPOINTMENT:** The Board must be composed of three (3) members appointed in accordance with the Intergovernmental Agreement.

**RESIGNATION:** Any Board member may resign at any time by delivering written notice to the Chair or by giving oral or written notice at any meeting of the Board. Any such resignation shall take effect at the time specified therein, or if the time is not specified, upon delivery thereof and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. The Board shall give notice to the Board of County Commissioners and the Walla Walla City Council as soon as practicable following receipt of notice of resignation or vacancy for any other cause to allow timely appointment of a successor Board member in accordance with the Intergovernmental Agreement.

## **ARTICLE IV. BOARD CHAIR AND BOARD DELEGATION**

**ELECTION:** The Chair to the Board shall be a Board member elected annually by majority vote of the Board at the first January Board meeting and shall preside over the Board. A Vice Chair of the Board shall be a Board member elected by majority vote of the Board at that meeting, who shall preside as chair pro-tem in absence of the Chair of the Board.

**TERM:** The Chair and Vice Chair shall serve a one-year term, with no limitations on future terms. Any Officer may be removed by a majority vote of the Board (excluding the Officer to be removed). Upon the death, removal, resignation, or incapacity of an Officer of the Board, a majority of the Board shall elect a successor.

**DELEGATION:** The Board may take action by motion to specifically grant to the Chair, the Vice Chair, or the Agency Director or designee the Board's authority to execute certain contracts and agreements, or conduct any other administrative function, including such official Agency business as is reasonably related to or contemplated with such authorization.

## **ARTICLE V. CONDUCT OF BOARD MEMBERS**

**COMMITMENT:** The Intergovernmental Agreement authorizes the Board to manage the Walla Walla Joint Community Development Agency in accordance with the Agreement. This mission can best be accomplished through a local Board comprised of members representing varied and diverse interests. Toward these ends, it is expected that members will commit themselves to the Board's mission and to understanding each member's interests and concerns, as well as those expressed by the public; and to using this understanding and sound science to innovatively and effectively implement the program.

**PARTICIPATION:** The ability of the Board to operative effectively is dependent on the regular and active participation of its members. Board members, at a minimum, are expected to prepare for and participate in regularly scheduled meetings of the Board. They are strongly encouraged to participate in the Board's various committees as their time allows. It is recognized that unavoidable events or commitments may periodically prevent Board members from attending a regular Board meeting. If a Board member has more than three consecutive absences at regular Board meetings, the Board may request the appropriate appointing authority to replace that Board member or take action to reappoint that member.

**ABSENCE:** When a member is unable to attend a Board meeting, he or she should make an effort to advise the Chair Staff of any issues which are of concern or of special interest to such member.

**CONFLICTS:** In accordance Washington's Code of Ethics for Municipal Officers, Board members may not engage in any act that is in conflict with the proper discharge of their official duties. Such conflicts of interest include, but are not limited to, holding a financial interest in a matter before the Board. In the event of a conflict of interest, a Board member must identify the conflict and excuse himself or herself from voting or taking any other action on the matter. Board members are bound by and shall comply with RCW Ch. 42.23, as amended. They shall not use their position on the Board for personal gain. Even where no conflict of interest exists under law, Board members are encouraged to disclose ex parte contacts or exposure they have had regarding a matter before the Board and excuse themselves from voting on measures relating to such a matter when they believe that such ex parte contact would prevent them from giving the measure fair consideration or would injure the credibility of the Board.

**COMPENSATION:** The Board shall receive no compensation for their service as a Board member but may be eligible to receive reimbursement for approved expenditures incurred on behalf of the Board.

**RELATIONSHIP WITH DIRECTOR:** Individual Board members shall not give direction or orders to the Director or subordinate officers and employees. Board direction and orders may be given at open public meetings of the Board. The Board chair may give direction to the Director between Board meetings pending Board approval at its next available public meeting. Board members shall deal with the Director through the Board chair between Board meetings.

#### **ARTICLE VI. QUORUM, CONDUCT, and VOTING**

**QUORUM:** A simple majority of the number of appointed Board members, whether present in person or participating via conference call or other fully audible interface, shall constitute a quorum at any Board meeting. Members present at a meeting at which a quorum is not present may 1) fix the time to which adjourn, 2) adjourn, 3) recess, or 4) take action to obtain a quorum. Any other action taken in the absence of a quorum shall be null and void.

**CONDUCT:** The rules of procedure at meetings of the Board and committees of the Board shall be rules contained in Roberts' Rules of Order on Parliamentary Procedure, Newly Revised, so far as applicable and when not inconsistent with state law, the Intergovernmental Agreement, these bylaws, or any resolution of the Board. Every action of the Board of a permanent nature shall be by resolution. Other actions of the Board may be by motion.

**VOTING:** All issues shall be decided by a simple majority vote of Board members present at the meetings at which there is a quorum. Normally, voting shall be by voice. However, a roll-call vote may be requested by any member of the Board or may be required for the purposes of the official record. No vote shall be taken by secret ballot.

## **ARTICLE VII. MEETINGS OF THE BOARD**

**REGULAR:** The Board shall meet at least monthly on the first Monday of the month at 4:00 p.m. Meetings of the Board shall be open to the public and, to the extent practicable, held at a regular meeting place fixed by Board resolution. If a regular meeting date falls on a legal holiday, the meeting shall be held on the next business day. The Chair may provide for a meeting site other than the regular meeting site as provided in Washington's Open Public Meetings Act.

**SPECIAL:** Special meetings of the Board for a specified purpose may be called by the Chair as provided in Washington's Open Public Meetings Act.

**COMMITTEES:** The Board may create advisory committees, subcommittees and working groups which may meet as required. Recommendations from advisory committees, subcommittees, and working groups shall be forwarded to the full Board. Members of the Board may attend any advisory committee, subcommittee or working group meeting.

**NOTICE:** Notice of each meeting, stating the place, day, and hour of the meeting, shall be given to each Board member of record entitled to vote at the meeting and individuals required to be notified. This notice shall be given at least three (3) days before the date named for the meeting, with the exception of Special Meetings for which 24 hours notice is required except in cases of emergency.

**AGENDA AND ORDER OF BUSINESS:** The Chair and Agency Director shall be responsible for preparation of the meeting agenda, including Consent Agenda items, and shall establish the order of business for meetings. Any Board member may submit agenda items through the Chair or the Agency Director. Items for Board consideration shall be scheduled for discussion at least one meeting prior to any scheduled action thereon; EXCEPT, upon agreement of the Board members an item first presented for discussion may be acted upon at the same meeting. Matters of a routine nature may be acted upon by the Board through use of a Consent Agenda. Any member has a right to remove any item from the Consent Agenda, in which case that item will be transferred to the regular Agenda so that it may be considered and voted on separately.

## **ARTICLE VIII. FINANCES**

**FUNDS:** In accordance with the Intergovernmental Agreement, the Agency constitutes an independent entity and may provide for its own additional funding beyond amounts received through the Intergovernmental Agreement as determined by the Board. The Board may solicit and accept grants, loans, and donations; provided, however, that the Board may not create any liability for either the County or City of Walla Walla beyond their regular budgetary commitments without such party's express approval. The Board may acquire, purchase, hold, lease, manage, occupy and sell real and personal property, enter into and perform all necessary contracts, appoint and employ necessary agents and employees, including a Director and fix their compensation, employ contractors including contracts for professional services, and do all lawful acts required and expedient to carry out the purposes of Intergovernmental Agreement. The Board may not impose taxes, or fees, or acquire property by the exercise of eminent domain.

**CUSTODIAN OF AGENCY FUNDS:** The treasurer designated by the Intergovernmental Agreement shall be custodian of agency funds and shall be authorized to open accounts in the name of the Agency with a qualified public depository established by Board resolution.

**BUDGET & CLAIMS:** The Board shall determine its funding needs, approve the operating budget as provided in the Intergovernmental Agreement, and review expenditures based on monthly and annual financial reports provided at the monthly meetings. All claims presented against the Board by persons furnishing materials, rendering services or performing labor, or for any other contractual or noncontractual purpose shall be certified by the Director or designee, audited by the Agency's fiscal agent or an auditing officer established by Board

resolution, and approved for payment by the Board. Claims may be paid monthly, bi-monthly or in any increment reasonable to the Board.

**CHECKS AND WARRANTS:** All checks and warrants shall be drawn and countersigned by different persons acting on behalf of the Agency. No single person may both draw and countersign a check or warrant. The Agency's fiscal agent and the designee of the fiscal agent shall be authorized to draw checks or warrants, and the Agency's Director, the designee of the Director, and in their absence, the Chair, shall be authorized to countersign checks and warrants; provided, however, that checks and warrants may not be drawn or countersigned prior to Board approval except as provided herein.

**ISSUANCE OF WARRANTS OR CHECKS PRIOR TO BOARD APPROVAL:** The Board authorizes payment of the following types of claims prior to Board approval: (1) claims or demands for payment of wages and benefits earned by the Director, subordinate officers, and employees of the agency for salaries and benefits previously established by the Board; (2) claims or demands for payment of insurance, industrial insurance, and other similar premiums for coverages previously authorized by the Board; (3) claims or demands for payment into retirement system programs or plans previously authorized by the Board; (4) claims for reimbursement of travel and other expenses incurred on behalf of the Agency which do not exceed \$1,000; (5) claims for payment of contractual claims for contracts previously approved by the Board; (6) claims for demands against the Agency for furnishing services, materials or supplies which do not exceed \$5,000; provided, however, such types of claims may be paid prior to Board approval only if the following conditions are met: (1) the officers authorized to audit, draw, and countersign such checks and warrants must have furnished an official bond for faithful discharge of their duties in an amount not less than \$50,000, (2) contracting, hiring, purchasing, and disbursing policies adopted by the Board must be in effect that implement effective internal control, (3) documentation supporting claims paid and for approval of all checks and warrants issued in payment of claims shall be presented at the next regularly scheduled meeting of the Board; and (4) if, upon review, the Board disapproves some claims, the officers authorized to audit, draw, and countersign checks and warrants shall jointly cause the disapproved claims to be recognized as receivables of the Agency and shall diligently pursue collection until the disapproved amounts are either collected or approved by the Board.

**AUDIT:** The receipts and disbursements of the Board shall be subject to the audit and accounting procedures established by the State Auditors Office or the Board's fiscal agent. The accounts of the Board shall be open at any reasonable time for inspection to persons authorized by the Board, and duly designated representatives of governments contributing to the Board's support. No member of the Board shall be liable, and no personal liability shall in any event be attached to any Board member in connection with any of the undertakings.

**YEAR:** The fiscal year of the Board shall be January 1-December 31 of each year.

#### **ARTICLE IX. DIRECTOR AND STAFF**

**DIRECTOR:** The Board as a whole is responsible for developing a job description, appointing and employing through contract or other agreement the Director and subordinate officers and employees, and fixing compensation and working conditions.

**DUTIES:** The Executive Director is responsible for general supervision over the administrative affairs of the Agency and such other duties specified in the Intergovernmental Agreement.

#### **ARTICLE X. IMMUNE FROM LIABILITY**

**IMMUNITY:** The Board, the Agency's Director, subordinate officers and employees, acting in good faith in their official capacities, shall be held harmless by the Agency for any liability therefrom, and shall not suffer personal liability.

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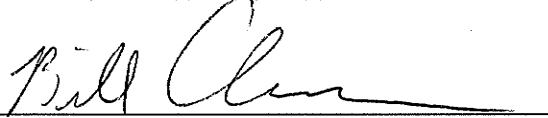
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**ARTICLE XI. AMENDMENTS**


These bylaws may be amended only by the affirmative vote of two-thirds of the full Board.

APPROVED this 22nd day of November, 2010.

WALLA WALLA JOINT COMMUNITY  
DEVELOPMENT AGENCY BOARD

  
\_\_\_\_\_  
Bill Clemens, Chair

  
\_\_\_\_\_  
Jim Barrow, Member

  
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Gregory A. Tompkins, Member

**Attest:**

  
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Tom Glover, Agency Director

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