

## Operating Document for Seattle Neighborhood Greenways

*Track changes note: The last ratified change was 6/23/15. The notation for proposed changes is underlined for additions and ~~strikethroughs~~ for subtractions.*

### Section 1. Name and Purpose

**Name:** Seattle Neighborhood Greenways (SNG)

**Vision:** A well-used, linked network of safe, pleasant, and healthy streets in Seattle.

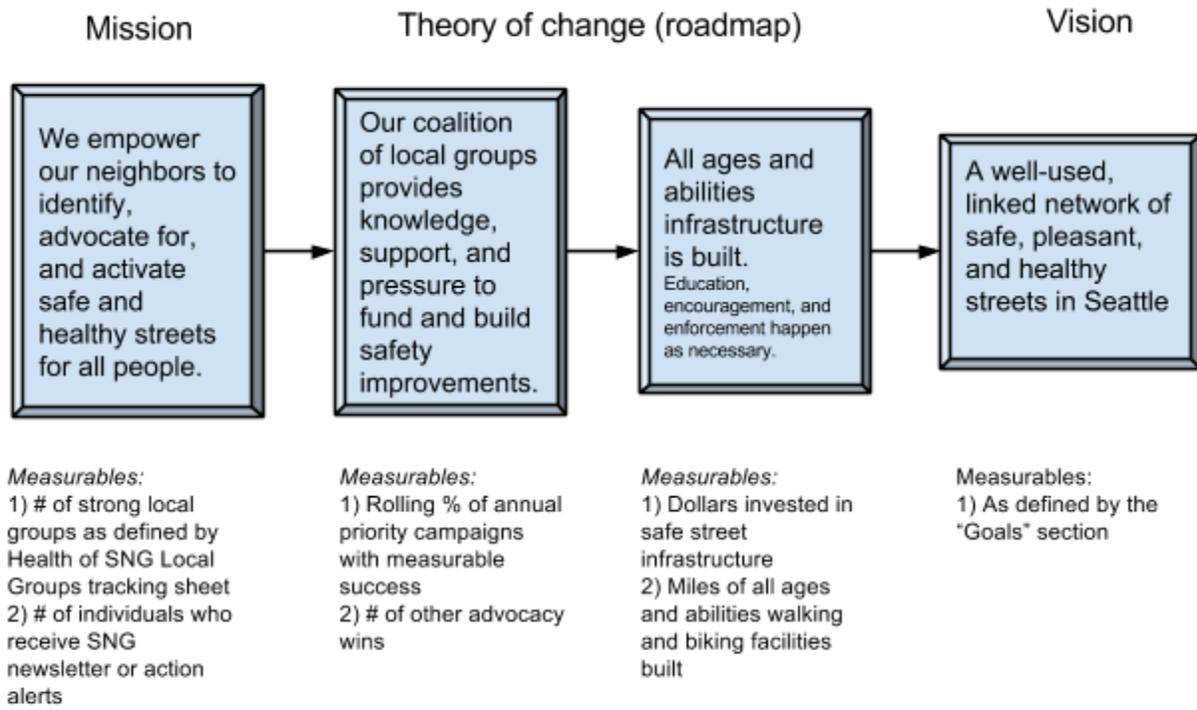
**Mission:** We empower our neighbors to identify, advocate for, and activate safe and healthy streets for all people.

#### Goals:

- **Linked Network:** We envision a connected network of safe, pleasant, and healthy streets in Seattle by 2024. We can get there by building 250 new miles of neighborhood greenways, protected bike lanes with accessible pedestrian walkways, and trails that are safe & comfortable for people of all ages and abilities.
- **Vision Zero:** Eliminate serious and fatal crashes by 2030.
- **Transportation Choices:** More than 75% of all trips by Seattle residents are walking, biking, taking transit, or carpooling trips by 2035.
- **Safe Routes to School:** Double the number of kids walking or biking to school from 1 in 3 to 2 in 3 by 2030.
- **Systemic Change:** Overwhelming public demand for safe streets forces the government to consistently deliver all ages and abilities infrastructure as well as education, encouragement, and enforcement programs.
- **Civic Engagement:** We educate citizens how to have a positive impact on safe street issues.

**Values:** Optimism, social justice, dignity, community, education, making places, partnerships, a focus on people, ingenuity

**Theory of change:**



**Section 2. SNG Operating Procedures**

**Incorporation:** Seattle Neighborhood Greenways is registered with the state as a not-for-profit corporation, but not yet with the federal government as a 501(c)3 corporation. Instead, Seattle Neighborhood Greenways operates under the fiscal sponsorship of the Seattle Parks Foundation, a 501(c)3.

**Staff:** Seattle Neighborhood Greenways has paid consultants to help its operation and provide support and guidance to the coalition of local groups.

**Geographic Scope:** The geographic boundaries for the coalition are the same as the incorporated City of Seattle. Staff or consultants shall not provide staff time to groups outside of Seattle, with the exception of occasional advice.

**Section 3. SNG Coalition Operating Procedures: Adopted until July 24th, 2015**

**Coalition Membership:** SNG is not an organization comprised of individual persons, instead it is a coalition comprised of local member organizations (sometimes referred to as local groups).

**Eligibility for Coalition Membership:**

- A. The local member organization must cover a distinct geographic area that does not overlap with that of another member organization.
- B. The local organization must be comprised of a majority of residents of this geographic area.
- C. The local organization must support the vision, mission, goals, values, and theory of change outlined in section 1.

**How to become a member:** If an organization meets these eligibility requirements it may send a representative to a SNG Coalition meeting and request election as a member by a vote of the coalition.

**Active vs. Inactive Member Organizations:** A member organization is considered active when in the last 13 months it has had at least one publicized general meeting that is open to the public and when a representative of the organization has attended at least three SNG Coalition meetings in the past 12 months.

**List of Active Vs. Inactive Member Organizations** as of June, 23, 2015. This list will be updated by SNG Coalition consultants monthly.

Active:

- 1. Ballard Greenways
- 2. Beacon B.I.K.E.S.
- 3. Central Seattle Greenways
- 4. First Hill Improvement Association
- 5. Greenwood-Phinney Greenways
- 6. Lake City Greenways
- 7. Lake Union Greenways
- 8. Madison Park Greenways
- 9. Montlake Greenways
- 10. NE Seattle Greenways
- 11. Licton-Haller Greenways
- 12. Queen Anne Greenways
- 13. Rainier Valley Greenways
- 14. University Greenways
- 15. West Seattle Bike Connections

Inactive

1. Maple Leaf Greenways
2. Green Lake Greenways
3. Fremont Greenways
4. Wallingford Greenways

**Meetings:** Meetings shall be held on the 23rd of every month. Meetings are open to representatives of member organizations and their guests, and organized by SNG consultants.

**Quorum:** Quorum shall be 50% of the active coalition member organizations, rounded down. As of June 23, 2015 there are 15 active members and a quorum consists of 7 members present either in person or electronically (telephone, Skype, Facetime, etc.).

**Voting:** One representative from each active member organizations may vote. To pass a motion must receive the vote of a majority of members attending a meeting, except votes to endorse ballot initiatives or amend this operating document require a  $\frac{3}{4}$  majority of members present. Voting may be done by in person, by email, electronic conferencing, or phone. Two weeks notice minimum will be given before a vote.

**Officers and roles:** The SNG Coalition may elect officers, appoint representatives, or special committees as needed.

#### **Section 4. SNG Coalition Executive Committee**

**Purpose:** To provide support to the organization, oversight of paid consultants, and support transition to a non-profit status.

**Membership:** Composed of 5 people. The SNG Coalition shall elect members annually or as needed to fill vacancies. Executive committee members are expected to serve 12 months at which point they may be reappointed by a vote of the SNG Coalition. There are no term limits.

**Voting:** A majority vote is required to pass a motion.

**Officers:** Officers shall be appointed at the time of election by the SNG Coalition and changed by a majority vote of the Executive Committee. The officer roles are: Chair, Treasurer, Secretary, Fundraising Czar, Event Czar.

**Rights and responsibilities:**

1. Approve budget and provide oversight of SNG expenses
2. Develop a staff evaluation process and perform a staff evaluation
3. Propose changes to this operating document
4. Actively pursue funding opportunities and lead efforts to raise money; the Fundraising Czar in particular can chair a committee drawn from the larger SNG Coalition and the member groups
5. Assist the staff in planning, publicizing, and preparing for events
6. Assist staff in applying for nonprofit status at the federal levels
7. Determine the appropriate board structure for 2016 and beyond; write appropriate bylaws
8. Recruit board members
9. Communicate with the SNG Coalition group about its activities and seek input and feedback as appropriate and useful.
10. Additional tasks as appropriate

## **Section 5. Indemnification**

Seattle Neighborhood Greenways, hereinafter the Corporation, shall indemnify and hold harmless each Consultant engaged by or Officer, their heirs, executors, and personal representatives, in each such Consultant or Officer's capacity as a Consultant or Officer, by a third party, against any liability, loss, damage, cost or expense incurred by any Consultant or Officer on behalf of the Corporation or in furtherance of the Corporation's interests without relieving (a) any Consultant or Officer of liability for fraud, misconduct, bad faith or gross negligence or (b) any Consultant or Officer of liability for actions taken outside the scope of their authority under this Operating Agreement or otherwise outside of the scope of authority expressly granted in furtherance of their role as a Consultant or Officer. The indemnity rights granted to the Consultants or Officers under this are not intended to infer that the Consultants or Officers have any authority to act for the Corporation beyond that specifically provided for in this Operating Agreement or by other express action and/or authorization of the Corporation, but are intended to protect them in the event that, despite the limitations on their authority set forth in this Operating Agreement, a claim is brought against them by a third party for actions taken within the scope of the limited authority granted to them under this Operating Agreement or by other express action or authorization of the Corporation. If the Washington Nonprofit Corporation Act is hereafter amended to authorize corporate action further eliminating or limiting the personal liability of trustees, then the liability of a trustee shall be eliminated or limited to the full extent permitted by RCW 23B.08.320, as it may from time to time be amended.