

1950204.00

Contract 8971

**INTERLOCAL AGREEMENT ESTABLISHING A COOPERATIVE
EFFORT TO SUPPORT REGIONAL ECONOMIC DEVELOPMENT (Startup 425)**

This agreement ("Agreement") is entered into by and between the cities of Bellevue, Issaquah, Kirkland, Redmond and Renton, municipal corporations of the State of Washington, for the purpose of promoting economic development in each of their jurisdictions.

WHEREAS, using such quantifiable metrics as new business formation, startup density and venture capital investment, it has been shown the cities of Bellevue, Issaquah, Kirkland, Redmond, and Renton ("Parties") consistently rank among the highest in startup activity within their boundaries nationwide; and

WHEREAS, in recognition of that fact, the Parties created an informal program known as Startup 425, whose operations and offerings are designed to support startups and early-stage companies within the jurisdictions of the Parties; and

WHEREAS, the Parties have determined that formalizing their relationship by this Agreement will further the goals of Startup 425, benefit the general public served by the Parties, and enable the Parties to provide financial support toward those ends; and

WHEREAS, this joint undertaking is authorized pursuant to chapter 39.34 RCW, and has been authorized by the legislative body of each Party.

NOW, THEREFORE, the Parties agree as follows:

1. **INCORPORATION OF RECITALS.** The Recitals set forth above are an important and integral part of this Agreement and are hereby incorporated by reference.
2. **PURPOSE.** The purpose of this Agreement is to acknowledge the Parties' mutual interest to jointly participate in the administration, operation, and strategy setting for Startup 425.
3. **ADMINISTRATION.** No new or separate legal or administrative entity is created to administer the provisions of this Agreement. Instead, the City of Kirkland will function as the administrator of Startup 425 (the "Administrator"). If necessary to change the Administrator the Parties may transfer this function to another Party by agreement of the Parties.
4. **POWERS.** The Administrator shall have the power to: (1) develop and recommend a budget; (2) adopt procedures to administer Startup 425; (3) make recommendations to the Parties concerning planning, policy, and funding for Startup 425 projects; (4) establish policies for the expenditure of budgeted items; and 5) enter into contracts, provide accounting and legal services, and execute such other contracts, agreements or other legal documents necessary for Startup 425 to carry out its purpose.
5. **SCOPE.** This Agreement allows the following activities:

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- A. Host, edit, and maintain the Startup 425 website.
 - B. Coordinate provision of the Startup 425 free workshop series for early-stage entrepreneurs in partnership with a variety of outside partners. Actively participate in the Eastside startup and small business community to promote a vibrant ecosystem of entrepreneurs and small business owners.
 - C. Engage in a long-range planning effort by the Parties in 2019 to chart a future course for Startup 425 for growth and success, including convening a business advisory committee to identify unmet needs, revenue generating activities and a sustainable operations model, to be followed by the implementation of strategies generated by the plan in 2020. The plan may result in a recommended new organizational structure. Regardless, the Parties will review management of Startup 425 at the end of 2020 and may determine to change out or amend the current management at that time.
 - D. Quarterly updates for all Parties that cover customers served, services provided, budget, and other items as requested by the Parties.
 - E. Other related programs as proposed by the Administrator or the other Parties.
6. **TERM AND TERMINATION.** This Agreement shall become effective ("Effective Date") when signed by all Parties and shall remain in effect until December 31, 2020. Thereafter, the Agreement shall renew automatically for one-year terms ending December 31 unless any Party gives notice 30 days before the end of the then existing term that it is withdrawing from the Startup 425 program. The Agreement shall thereafter remain in effect as to the remaining Parties unless the Administrator at its sole discretion determines the Startup 425 program is no longer viable without the Party withdrawing in which event the Administrator will give notice of the date that it is withdrawing from participation, and the Agreement will terminate on that date unless the Parties select another Administrator before that date. No jointly-owned property will be obtained under this Agreement, and any Party's real or personal property held by the Startup 425 program will be returned to that Party upon the Party's withdrawal or this Agreement's termination.
7. **FINANCING.** The cities of Bellevue, Issaquah, Redmond and Renton will each provide \$15,000 annually for 2019 and 2020 to fund Startup 425 management and day-to-day operations. The first payment will be due 30 days after the Effective Date. Subsequent payments will be due by January 31 of each successive term. A deferred account will be established at the Administrator for funds received for Startup 425. The Administrator will contribute up to \$40,000, to manage the Startup 425 program and its day-to-day operations, and provide accommodations including but not limited to office space, meeting space, and necessary equipment for its operation.
8. **CONTACT PERSONS.** For purposes of this Agreement, the following persons shall serve as contact persons for their respective jurisdictions:
- Bellevue: Michael Cummins; mcummins@bellevuewa.gov
- Issaquah: Tim Dutter; timd@issaquahwa.gov

Kirkland: Ellen Miller-Wolfe; emwolfe@kirklandwa.gov

Redmond: Jill Smith; jessmith@redmond.gov

Renton: Jessie Kotarski; jkotarski@rentonwa.gov

9. GENERAL MATTERS AND RECORDING.

- A. Entire Agreement. This Agreement is the complete expression of the terms hereof, and any representations or understandings, whether written or oral, not incorporated herein are excluded.
- B. Modification. This Agreement may only be modified in writing and must be signed by all Parties participating in Startup 425 at the time of the modification.
- C. No Assignment. No Party shall have the right to transfer or assign its rights or obligations under this Agreement without the prior written consent of all other Parties.
- D. Venue. Any action filed under or related to this Agreement must be brought in King County Superior Court.
- E. Recording. This Agreement shall be filed with King County Records by the City of Kirkland or otherwise made public in accordance with the Interlocal Cooperation Act.
- F. Dispute Resolution. If any dispute arises among the Parties which is not resolved by routine meetings or communications, the disputing parties agree to seek resolution of such dispute in good faith by meeting, as soon as feasible. If the disputing parties do not come to an agreement on the dispute, they may agree to pursue mediation through a process to be mutually agreed upon, with the parties to the dispute sharing equally the costs of mediation and assuming their own costs.
- G. No Third Party Beneficiaries. This Agreement is for the benefit of the Parties only, and no third party shall have any rights hereunder.
- H. Retained Responsibility and Authority. Except as expressly provided for herein, the Parties retain the responsibility and authority for managing and maintaining their own respective systems and programs related to economic development activities.
- I. Severability. The invalidity of any clause, sentence, paragraph, section, or portion thereof shall not affect the validity of the remaining provisions of the Agreement. In the event the provision invalidated is necessary for any Party to continue to receive the benefit it was receiving under the Agreement before the invalidation, the Parties agree to amend the Agreement to provide a substitute provision that enables it or them to continue to receive that benefit. If that

cannot be done, the Agreement will be deemed terminated as of any date required by the invalidation.

10. COUNTERPARTS. This Agreement may be signed in counterparts and, if so signed, shall be deemed one integrated agreement.

Approved on this ____ day of _____, 2019.

Jurisdiction: Kirkland


Approved as to form:

By: 

Name: James Lopez

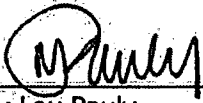
Title: Assistant City Manager

Date: 01/17/19


City Attorney

Jurisdiction: Issaquah

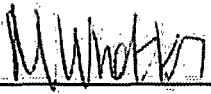
Approved as to form:

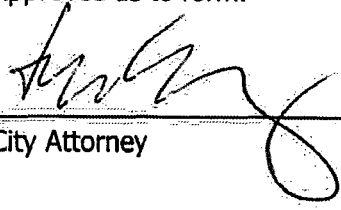
By: 
Name: Mary Lou Pauly
Title: Mayor
Date: 1.22.19

James E. Haney / db
City Attorney

Jurisdiction: Redmond

Approved as to form:

By: 
Name: John Marchione
Title: Mayor
Date: 2/1/19


City Attorney

Jurisdiction: Renton

Approved as to form:

By: Denis Law
Name: Denis Law
Title: Mayor
Date: 5/21/19


Shane Robinson
City Attorney


Attest: Jason A. Seth 5/21/2019
Jason A. Seth City Clerk



Jurisdiction: Bellevue

Approved as to form:

By: 
Name: Brad Miyake
Title: City Manager
Date: 7-1-19


City Attorney

ADMINISTRATIVE MEMORANDUM OF UNDERSTANDING REGARDING THE
STARTUP 425 INTERLOCAL AGREEMENT

Memorandum of Understanding between the cities of Bellevue, Kirkland, Issaquah, Redmond, and Renton clarifying paragraph 6 (Termination) of the 2019 Interlocal Agreement Establishing a Cooperative Effort to Support Regional Economic Development (Startup 425).

WHEREAS, the cities of Bellevue, Kirkland, Issaquah, Redmond, and Renton ("Parties") created an informal program known as Startup 425, the operations and offerings of which are designed to support startups and early-stage companies within the jurisdictions of the Parties; and

WHEREAS, the Parties have agreed to formalize the Startup 425 partnership ("Partnership") through the Interlocal Agreement Establishing a Cooperative Effort to Support Regional Economic Development (Startup 425) ("Interlocal Agreement") for the purpose of promoting regional economic development; and

WHEREAS, paragraph 6 of the Interlocal Agreement specifies that "no jointly-owned property will be obtained under this Agreement, and any Party's real or personal property held by the Startup 425 program will be returned to that Party upon the Party's withdrawal or this Agreement's termination"; and

WHEREAS, to clarify what property of the parties would fall within the scope of paragraph 6 of the ILA, the parties agreed to enter into this Memorandum of Understanding ("MOU") that will allow the parties to list their respective property contributions, if any, and specify its use and disposal upon a party's withdrawal from or dissolution of the Interlocal Agreement and;

WHEREAS, certain property, such as the name of the Partnership ("Startup 425"), the logo, and the website, are integral to the functioning of the partnership and this property was obtained by certain Parties prior to the entry into force of the Interlocal Agreement.

NOW, THEREFORE, the Parties agree as follows:

1. REAL AND INTELLECTUAL PROPERTY. As part of the program, the Parties have contributed and individually own the following intellectual property:
 - a. Program name — Bellevue
 - b. Logo and associated graphics developed for the program by the design firm Tribu — Bellevue
 - c. Website — Bellevue

This MOU may be amended as the program evolves. In accordance with the Interlocal Agreement, these items "will be returned to that Party upon the Party's withdrawal or the Agreement's termination."

2. Use of Property. Except by written agreement between the Parties, this property may not be used for purposes outside of the Partnership, including by the property owner.
3. Amendment. This MOU may be amended only by written agreement of the parties
4. Termination. This MOU will expire on termination of the Interlocal Agreement.

Approved on this _____ day of _____, 2019.

Jurisdiction: Bellevue

By: _____

Name: Jesse Canedo

Title: Chief Economic Development Officer

Date: _____

Approved as to form: _____

City Attorney

Jurisdiction: Issaquah

By: _____

Name: Mary Lou Pauly

Title: Mayor

Date: _____

Approved as to form: _____

City Attorney

Jurisdiction: Kirkland

By: _____

Name: James Lopez

Title: Assistant City Manager

Date: 01/17/19

Approved as to form: _____

City Attorney

This MOU may be amended as the program evolves. In accordance with the Interlocal Agreement, these items "will be returned to that Party upon the Party's withdrawal or the Agreement's termination."

2. Use of Property. Except by written agreement between the Parties, this property may not be used for purposes outside of the Partnership, including by the property owner.
3. Amendment. This MOU may be amended only by written agreement of the parties
4. Termination. This MOU will expire on termination of the Interlocal Agreement.

Approved on this 10th day of June, 2019.

Jurisdiction: Bellevue

By: _____

Name: Jesse Canedo
Title: Chief Economic Development Officer

Date: _____

Approved as to form:

City Attorney

Jurisdiction: Issaquah

By: _____

Name: Mary Lou Pauly
Title: Mayor

Date: 6.6.19

Approved as to form:

City Attorney

Jurisdiction: Kirkland

By: _____

Name: James Lopez
Title: Assistant City Manager

Date: _____

Approved as to form:

City Attorney

Jurisdiction: Bellevue

Approved as to form:

By: _____

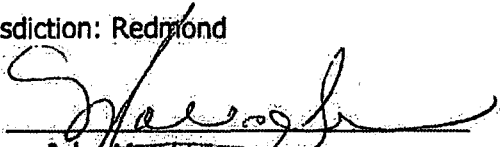
Name: Jesse Canedo

City Attorney

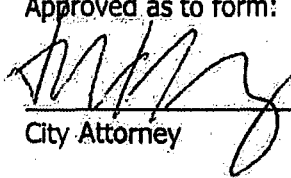
Title: Chief Economic Development Officer

Date: _____

Jurisdiction: Redmond

By: 
Name: John Marchione
Title: Mayor
Date: 6/28/19

Approved as to form:


City Attorney

Jurisdiction: Redmond

Approved as to form:

By: _____
Name: John Marchione
Title: Mayor
Date: _____

City Attorney

Jurisdiction: Renton

Approved as to form:

By: Denis Law
Name: Denis Law
Title: Mayor
Date: 5/21/19

Shane Tubman
City Attorney

Attest: Jason A. Seth 5/21/2019
Jason A. Seth, City Clerk



Jurisdiction: Bellevue

By: Brad Miyake

Name: Brad Miyake

Title: City Manager

Date: 7-18-19

Approved as to form:

Catherine A. Drews

City Attorney

City Agreement Routing Form

The Project Administrator should complete the top section of this form, once Department Head/Designee signature has been obtained, attach the specified number of agreement originals to this form (have the contractor/supplier sign all original copies before routing) and forward the documents to the City Clerk for internal city routing. The City Clerk will route the agreement to the Risk Manager for approval of insurance and indemnification requirements, to the City Attorney for approval as to legal form and to the Mayor for signature. The City Clerk will then attest/authenticate the Mayor's signature and will forward this form and remaining agreement(s) to Project Administrator.

Project Title: INTERLOCAL AGREEMENT FOR STARTUP 425

Type of Service: CONTRACT

Supplier/Contractor Name: KIRKLAND-BELLEVUE-ISSAQUAH

Contract/Agreement Amount, Original: 15,000.00 Amended Amount: _____

Council Approval Date: 1/15/2019 Nature of Funding: 100.80700.00410.55863

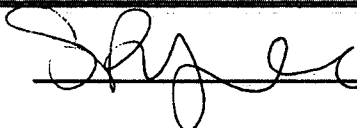
Project Administrator: SARAH PYLE MailStop: 4SPL Phone: 2426

Anticipated Agreement Start Date: 12-31-2018 Estimated Completion Date: 12-31-2019

Does this contract contain the purchase of technology related items/services? YES NO
If Yes, route to: I.S. Manager (3SFN)

I.S. Signature: _____ Date: _____

Will federal funds be used to pay for all or part of contract? YES NO
If Yes, check for debarment at www.sam.gov
(print results and keep a copy in project file)

Department Head/
Designee Signature:  Date: _____
Comments: _____

Account Numbers/
Distribution 100.80700.00410.55863

NIGP/Commodity Code: _____

ROUTING PROCESS: (2 copies)

To: City Clerk CX Date 1/31/19
(for routing and tracking)

Risk Manager KE Date 2/1/19
(Signature or initials)

City Attorney SM Date 1/31/19
(Signature or initials)

(Note: If contract exceeds Mayor's authorized signing limits, route to City Clerk (3NFN) for council approval)

Mayor ✓ Date 2/1/19
(Signature or initials)

City Clerk CX Date 2/13/19
(Signature or initials)

NOTE: The agreement becomes fully executable once the Mayor has signed it. The Project Administrator may then forward one set of originals to the Contractor/Consultant and work may begin. The City's original will be retained by the City Clerk. Once all signatures have been obtained, forward a copy of this form to Accounts Payable, with payment instructions.

Finance use ONLY Supplier Id Date Received Agreement #

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