

INTERLOCAL AGREEMENT REGARDING A COOPERATIVE
EFFORT TO SUPPORT ECONOMIC DEVELOPMENT (Innovation Triangle)

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

WHEREAS, the Puget Sound region generally and the cities of Kirkland, Bellevue and Redmond in particular are a global center for the Information, Communication and Technology sector ("ICT") in the United States with major companies such as Google, Microsoft, Valve, and Tableau located within their jurisdictions and with an average of 23 percent of their residents working in scientific and engineering fields; and

WHEREAS the Innovation Triangle, an alliance between Bellevue, Kirkland and Redmond, was created in 2016 to recruit foreign and domestic businesses in the ICT sector to the Eastside of Lake Washington and has acted as a bridge between U.S. and global ICT markets; and

WHEREAS the parties now wish to memorialize the understandings that that have been reached with regard to each party's role in the Innovation Triangle.

NOW, THEREFORE, the parties have reached the following understandings:

1. **PURPOSE:** The purpose of this ILA is to acknowledge the parties' mutual interest to continue to jointly participate in the recruitment and promotional efforts of the Innovation Triangle and also to represent the interests of the Triangle in future collaborations with the Greater Seattle Partners, a public private regional partnership focused on large scale economic development.
2. **SCOPE:** This ILA anticipates each of the parties shall engage and participate in the following activities:
 - A. Implementing and updating of a website and other communication strategies;
 - B. Attending conferences and trade shows representing the Innovation Triangle;
 - C. Recruiting and assisting companies interested in locating in the Innovation Triangle;
 - D. Leveraging the talent and other attributes of the Innovation Triangle for other needs including transportation and housing affordability;
 - E. Participating in Startup 425 and other related programs; and
 - F. Reporting annually to city leadership on the activities of Innovation Triangle including the outcomes and return on investment.
3. **FINANCIAL CONSIDERATIONS:** This ILA anticipates that parties shall share equally in the costs of the activities undertaken by the Innovation Triangle to implement the adopted annual work plan. The parties intend to accomplish this sharing by dividing

the cost of funding the activities described in the annual work plan equally, with the intent that each party pays approximately the same amount on an annual basis. Each party shall be responsible for its respective project budget for the adopted annual work plan.

4. DURATION – TERMINATION: This ILA shall be deemed effective on the date that the last party has signed (and shall remain in effect until any of the parties gives written notice to the other parties that it no longer wishes to participate in the Innovation Triangle in which event the ILA will be deemed terminated.
5. PROPERTY: The parties do not intend to acquire any real or personal property under this ILA. In the event that property is acquired, the parties shall agree in advance of such acquisition on the manner of acquiring, holding, and disposing of the property.
6. NO SEPARATE ENTITY - ADMINISTRATION. No separate legal or administrative entity is created by this ILA. This ILA shall be jointly administered by the contact persons listed below.
7. CONTACT PERSONS.

For purposes of this Agreement, the following persons shall serve as contact persons for their respective jurisdictions:

Bellevue: Economic Development Manager

Kirkland: Ellen Miller-Wolfe

Redmond: Erika Vandenbrande, Planning Director and Bart Phillips, CEO,
OneRedmond

Changes in contact persons shall be provided in writing to the other parties within 5 business days and in accordance with Section 8.B (Notices) below.

8. GENERAL MATTERS AND RECORDING.
 - A. Modification. This ILA may only be modified in writing and must be signed by all Parties.
 - B. Notices. All notices required to be given under this ILA shall be made in writing by first-class mail, by facsimile or e-mail, or by personal delivery, to the address set forth below, or such other address as provided in writing. Parties are required to update notice information upon changes to the below.

City of Bellevue

Economic Development Manager
Community Development Department
PO Box 90012
Bellevue, WA 98009-9012
Email: jcanedo@bellevuewa.gov

City of Kirkland

Ellen Miller-Wolfe
123 Fifth Avenue
Kirkland, WA 98033
Email: ermwolfe@kirklandwa.gov

City of Redmond

Erika Vandenbrande, Planning Director
15670 NE 85th Street
PO Box 97010
Redmond, WA 98073-9710
Email: EVANDENBRANDE@redmond.gov

and

Bart Phillips, CEO
One Redmond
8383 158th Avenue NE, Suite 225
Redmond, WA 98052
Email: BartP@oneredmond.org

- C. Venue. Any action filed under or related to this ILA must be brought in King County Superior Court.
 - D. 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 parties do not come to an agreement on the dispute, the parties 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.
 - E. No Third Party Beneficiaries. This ILA is for the benefit of the Parties only, and no third party shall have any rights hereunder.
 - F. 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.
9. COUNTERPARTS. This ILA may be signed in counterparts and, if so signed, shall be deemed one integrated ILA.

Approved and executed this ____ day of _____, 2019.

CITY OF BELLEVUE

By: Brian Miyake

Name: BRIAN MIYAKE

Title: CITY MANAGER

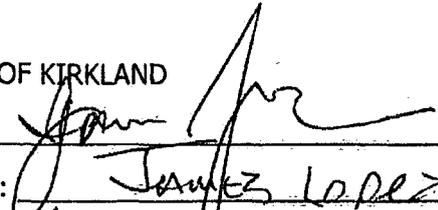
Approved as to form:

Catherine A. Drew

City Attorney

Approved and executed this 17th day of June, 2019.

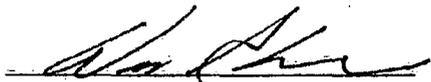
CITY OF KIRKLAND

By: 

Name: James Lopez

Title: Assistant City Manager

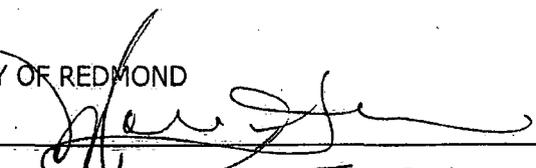
Approved as to form:



City Attorney

Approved and executed this 21 day of February 2019.

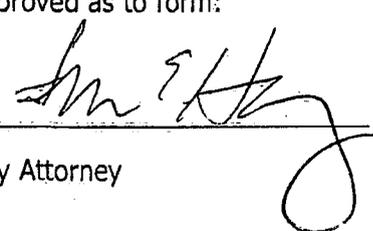
CITY OF REDMOND

By: 

Name: HAUSA FILES

Title: FINANCE DIRECTOR

Approved as to form:


City Attorney

ADMINISTRATIVE MEMORANDUM OF UNDERSTANDING REGARDING THE
INNOVATION TRIANGLE INTERLOCAL AGREEMENT

Memorandum of Understanding between the cities of Bellevue, Kirkland, and Redmond clarifying paragraph 5 (Property) of the 2019 Interlocal Agreement Regarding A Cooperative Effort to Support Economic Development (Innovation Triangle).

WHEREAS, the cities of Bellevue, Kirkland, Issaquah, Redmond, and Renton ("Parties") created an informal program known as the Innovation Triangle, the operations and offerings of which are designed to recruit foreign and domestic businesses in the ICT sector to the jurisdictions of the Parties; and

WHEREAS, the Parties have agreed to formalize the Innovation Triangle partnership ("Partnership") through the Interlocal Agreement Regarding A Cooperative Effort to Support Economic Development (Innovation Triangle) ("Interlocal Agreement") for the purpose of promoting regional economic development; and

WHEREAS, paragraph 5 of the Interlocal Agreement specifies that "The parties do not intend to acquire any real or personal property under this ILA. In the event that property is acquired, the parties shall agree in advance of such acquisition on the manner of acquiring, holding, and disposing of the property."; and

WHEREAS, to clarify what property of the parties would fall within the scope of paragraph 5 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 ("Innovation Triangle"), 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: _____

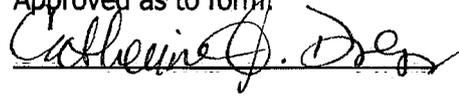
Name: Jesse Canedo

Title: Chief Economic Development Officer

Date: _____

Handwritten signature of Jesse Canedo in black ink, written over a horizontal line.

Approved as to form

Handwritten signature of Catherine J. Dea in black ink, written over a horizontal line.

City Attorney

Jurisdiction: Redmond

By: _____

for

Name: John Marchione

Title: Mayor

Date: _____

6/3/19

Approved as to form:

City Attorney

Jurisdiction: Kirkland

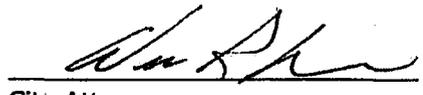
By: 

Name: James Lopez

Title: Assistant City Manager

Date: June 19/19

Approved as to form:


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: Innovation Triangle Interlocal

Type of Service: This is an Interlocal Agreement for promoting economic development.

Supplier/Contractor Name: City of Kirkland

Contract/Agreement Amount, Original: 0 Amended Amount: 0

Council Approval Date: 02/05/2019 Nature of Funding: no required funding at this time per agreement

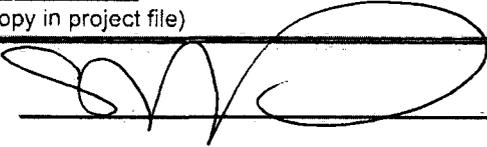
Project Administrator: Sarah Pyle MailStop: 4SPL Phone: 2426

Anticipated Agreement Start Date: date of last signature Estimated Completion Date: not specified

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: 2/14/2019

Comments:
This is the formal ILA for the Innovation Triangle efforts of Kirkland, Bellevue and Redmond

Account Numbers/
Distribution

NIGP/Commodity Code: _____

ROUTING PROCESS: (2 copies)

To: City Clerk _____ CX Date 2/19/19
(for routing and tracking)

Risk Manager _____ [Signature] Date 2/19/19
(Signature or initials)

City Attorney _____ [Signature] Date 2/19/19
(Signature or initials)

(Note: If contract exceeds Mayor's authorized signing limits, route to City Clerk (3NFN) for council approval)
Mayor _____ [Signature] Date 2/21/19
(Signature or initials)

City Clerk _____ CX Date 2/22/19
(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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