

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 23% 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. Implementation and updating of a website and other communication strategies
 - B. Attendance at 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. Participation in Startup 425 and other related programs
 - F. Annually report to city leadership 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 funding of the activities described in the annual work plan so that each party ends up paying approximately the same amount on an annual basis.
4. **DURATION – TERMINATION:** This ILA shall be deemed effective as of the date signed by all parties and shall remain in effect until any of the parties gives notice 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:

Kirkland:

Redmond: Bart Phillips, CEO, OneRedmond and Jill Smith, Economic Development & TDM Manager, City of Redmond

8. **GENERAL MATTERS AND RECORDING.**
 - A. **Modification.** This ILOA may only be modified in writing and must be signed by all Parties.
 - B. **Venue.** Any action filed under or related to this ILA must be brought in King County Superior Court.
 - C. **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.
 - D. **No Third Party Beneficiaries.** This ILA is for the benefit of the Parties only, and no third party shall have any rights hereunder.

E. 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

Jurisdiction: _____

By: _____

Name: _____

Title: _____

Jurisdiction: _____

By: _____

Name: _____

Title: _____

Jurisdiction: _____

By: _____

Name: _____

Title: _____

Approved as to form:

City Attorney