



1910206\_00

CITY OF KIRKLAND

File Location

Vendor Name

**Document Type:** Interlocal New

**Vendor Name:** CITY OF KIRKLAND

**PO# Location:** 1910206\_000

**Effect Date:** 6/10/2019

**Term Date:** 6/10/2025

**CR#:** 75110

**Related CR#:** \_\_\_\_\_

**Ordinance:** \_\_\_\_\_

**Resolution:** 9603

**Leg Date:** 6/3/2019

**Vendor #:** 91792

**Description:** ILA WITH KIRKLAND, BELLEVUE, AND REDMOND TO SUPPORT  
THE ICT SECTOR (INNOVATION TRIANGLE) WITHIN THE CITIES  
PO 1910206-000

Notes:

Jul 22, 2019 FSU: AS JDE: AS SI: AS ECM: AS

1910206\_00  
CITY OF KIRKLAND  
06/10/2025  
\$00457105

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](mailto:ermwolfe@kirklandwa.gov)

**City of Redmond**

Erika Vandenbrande, Planning Director  
15670 NE 85<sup>th</sup> Street  
PO Box 97010  
Redmond, WA 98073-9710  
Email: [EVANDENBRANDE@redmond.gov](mailto:EVANDENBRANDE@redmond.gov)

and

Bart Phillips, CEO  
One Redmond  
8383 158<sup>th</sup> Avenue NE, Suite 225  
Redmond, WA 98052  
Email: [BartP@oneredmond.org](mailto: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.

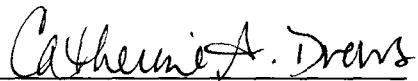
CITY OF BELLEVUE

By: 

Name: ~~CITY MANAGER~~ BRAD MIYAKE

Title: CITY MANAGER

Approved as to form:



City Attorney

Approved and executed this 17<sup>th</sup> day of June, 2019.

CITY OF KIRKLAND  
By: [Signature]  
Name: James Lopez  
Title: Assistant City Manager

Approved as to form:  
[Signature]  
City Attorney

Approved and executed this 21 day of February 2019.

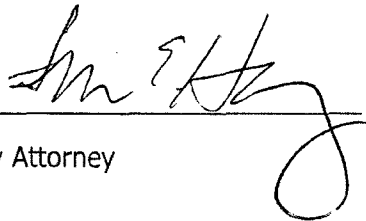
CITY OF REDMOND

By: 

Name: NAQSA FLES

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.

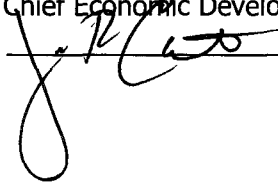
Approved on this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

Jurisdiction: Bellevue

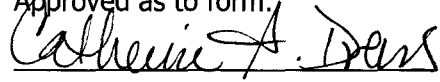
By: \_\_\_\_\_

Name: Jesse Canedo

Title: Chief Economic Development Officer

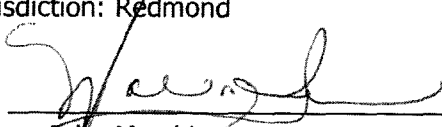
Date:  \_\_\_\_\_

Approved as to form:




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 OF BELLEVUE, WASHINGTON

RESOLUTION NO. 9603

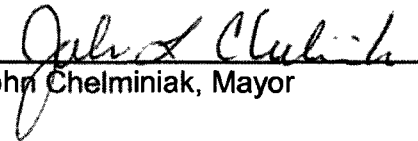
A RESOLUTION authorizing execution of an Interlocal Agreement regarding a cooperative effort to support Regional Economic Development (Innovation Triangle).

THE CITY COUNCIL OF THE CITY OF BELLEVUE, WASHINGTON, DOES RESOLVE AS FOLLOWS:

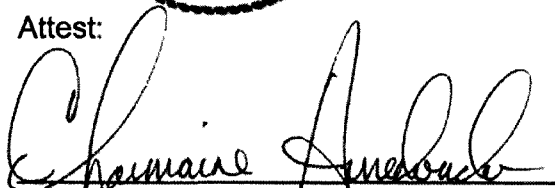
Section 1. The City Manager or his designee is hereby authorized to execute an Interlocal Agreement regarding a cooperative effort to support Regional Economic Development (Innovation Triangle), a copy of which agreement has been given Clerk's Receiving No. \_\_\_\_\_.

Passed by the City Council this 3<sup>rd</sup> day of June, 2019, and signed in authentication of its passage this 3<sup>rd</sup> day of June, 2019.



  
John Chelminiak, Mayor

Attest:

  
Charmaine Arredondo, City Clerk

**CITY COUNCIL REGULAR SESSION**

Resolution authorizing execution of an Interlocal Agreement regarding a cooperative effort to support Regional Economic Development (Innovation Triangle).

Mac Cummins, Community Development Director, 452-6191  
Jesse R. Canedo, Chief Economic Development Officer, 452-5236  
*Community Development Department*

**EXECUTIVE SUMMARY**

As directed by Council on February 19, this Resolution solidifies and enhances the Innovation Triangle program to support and grow the Eastside's strong technology industry.

**RECOMMENDATION**

Move to adopt Resolution No. 9603

If approved, effective date: 06/03/2019

**BACKGROUND/ANALYSIS**

On February 19, staff presented two draft Interlocal Agreements (ILAs) to Council, one for Startup 425 and one for the Innovation Triangle. At that time, Council requested that staff provide additional clarity regarding ownership of the program's Intellectual Property (IP) and then return on a future agenda for approval. This agenda item addresses the Innovation Triangle ILA. The Startup 425 ILA is also on the agenda tonight as a separate item.

Bellevue staff worked with the program partners to develop the attached "Administrative Memorandum of Understanding regarding the Innovation Triangle Interlocal Agreement" which explicitly states the ownership of the program's IP, and other property, as well as the rights associated with ownership.

In line with previous Council discussion, this partnership between the economic development programs in Bellevue, Kirkland and Redmond came together in 2016 and is designed to market and recruit top-tier technology companies to open offices and create new jobs in the partner communities. It has a focus on international business recruitment, with an emphasis on enterprise software, cloud computing, e-commerce, interactive media, and commercial space.

On July 31, 2018, the five cities agreed to explore ways to formalize the partnership and improve joint marketing and recruitment efforts. After research and analysis, the partners agreed to conclude an interlocal agreement as the most meaningful way to meet the communities' small business policy objectives. The critical deal points include:

- a) Staff from the partner cities will continue to manage the program and no new or separate legal or administrative entity is created.
- b) Innovation Triangle will coordinate attendance and marketing through multiple communications channels and attendance at various industry trade shows.

- c) Staff will coordinate recruiting and technical assistance for companies already in or interested in locating in the partner communities
- d) Report annually to Cities; leadership on the activities and outcomes related to the Cities' investment in the program.

## **POLICY & FISCAL IMPACTS**

### **Policy Impact**

The City of Bellevue's Economic Development Plan, adopted in 2014, identifies Information Technology as the City's largest industry cluster and made collaboration, regionalism, and internationalism core themes for growing it. Specifically, Economic Development strategies include:

- 1.4 Recruit technology firms to Bellevue, targeting mid-sized companies that are well-funded and poised for growth.
- 2.1 Strengthen the City's international relationships and knowledge base.
- 2.2 Proactively link foreign investors and potential investment opportunities.
- 2.3 Provide increased assistance for foreign businesses or foreign nationals seeking to open a business in Bellevue.
- 2.5 Recruit overseas companies to locate operations in Bellevue.

### **Fiscal Impact**

The Innovation Triangle ILA does not include a dedicated financial contribution and has no fiscal impact. Existing program work is supported by the Economic Development budget.

## **OPTIONS**

- 1. Adopt the Resolution authorizing execution of an Interlocal Agreement regarding a cooperative effort to support Regional Economic Development (Innovation Triangle).
- 2. Do not adopt the Resolution and provide alternative direction to staff.

## **ATTACHMENTS & AVAILABLE DOCUMENTS**

- A. Innovation Triangle Interlocal Agreement
- B. Administrative Memorandum of Understanding regarding the Innovation Triangle Interlocal Agreement

Proposed Resolution No. 9603

## **AVAILABLE IN COUNCIL LIBRARY**

Economic Development Plan (adopted 2014)

**Carlson, Angela**

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**From:** CCOPacketTeam  
**Sent:** Tuesday, June 4, 2019 9:36 AM  
**To:** Baldwin, David; Henry, Kate; Hoel, Kelli; John-Williams, Milford; Lu, Keyi; Luce, Michelle; Nam, Julie; Nunnelee, Sandra J.; procurement; Adell, Dana M.; Banks, Jason; Bechtold, Babette; Copelan, Megan; Covay, Susan; Cross, Julie; Fleshman, Raymond; Gullledge, Kristin; Gunsolus, Jill; Havert, Gift; Jackson, Cherish; Jensen, Brandy; Kast, Michelle; Knox, Sarah; Lafranchi, Kerry; Lek, Salue; Marks, M'Lisa; Michailova, Victoria; Morgan, B. Jean; Munoz, Daniela; Muya, Elvira; Olson, Kyra; Orta, Julie; Phillips, Evan; Richter, Michael J.; Roberts, Karin; Robinson, Michelle; Sarwary, Mariam; Steedman, Janna; Taylor, Sharon L.; Terry, Cheryl; Thobani, Nuri  
**Cc:** Arredondo, Charmaine  
**Subject:** 6-3 Consent Agenda

Good morning,

All items on the 6-3 Consent Agenda passed last night.

*Michelle*

**Michelle Luce | Executive Assistant to City Council | City of Bellevue**  
425-452-6931 : [mluce@bellevuewa.gov](mailto:mluce@bellevuewa.gov) : 450 110<sup>th</sup> Avenue NE, Bellevue, WA 98004





# CONTRACT FACE SHEET

**Document Type:**

- Contract
- MOU
- Interlocal Agreement
- Notice of Acceptance
- Retainage
- Franchise Agreement
- Right of Way Use Agreement
- Lien
- Correspondence
- Collective Bargaining Agreement

**Status:**

- New
- Amendment
- Change Order
- Renewal
- Cancellation

<b>Contract Documents:</b>
<input type="checkbox"/> Scan and toss
<input type="checkbox"/> Do not scan and toss (keep)

**\*Vendor Name:**

City of Kirkland

**\*JDE PO Number:**

1910200.000

**\*Effective Date:**

06/10/2019

**\*Termination Date:**

N/A

**Amendment Effective Date:****\*Clerk's Receiving Number:**

75110

**Related Receiving Number:****Bid/RFP/RFQ/ITQ Number:****Ordinance Number:****Resolution Number:**

9603

**CIP Number:****Project Name:**

Interlocal Agreement regarding a Cooperative Effort to Support ...

**Site Name:****Vendor Number:****File Location:**

\*Denotes mandatory fields. If referring to Retainage, please indicate the Termination Date same as the Contract Termination Date.

Face Sheet Date: \_\_\_\_\_  
 Scan Date: \_\_\_\_\_  
 Index Date: \_\_\_\_\_

CR# 75110 Date: 7/22/19 PO # & Loc: 19102006.000



City of Bellevue  
Finance Department - Procurement Services  
450 110th Ave. NE. Bellevue, WA 98004

### Contract Routing Form

#### Current Contract Information:

**Contract Title:** Interlocal Agreement regarding a Cooperative Effort to Support Economic Development (Innovation Triangle)

**Contract Description:** An agreement with Kirkland, Bellevue, and Redmond to support the ICT sector within the cities.

**Total Contract Value:** 0

**This Amendment Value:** N/A

**Department:** Economic Development - 652

**Contract Manager:** Jesse Canedo

**Contract Type:** Interlocal Agreement (ILA)

**Contract Form:** Custom contract document

**Budget Expenditure:** No Budget Impact (Explain in Additional Comments)

**Maximo User:** No ILA

#### Vendor Information:

**New Vendor?** N

**Vendor Name:** City of Kirkland

**JDE Vendor Number:** 91792

**Independent Contractor?**

**COB License #:** NA

**UBI #:** NA

**Contractor's Lic. #:** NA

#### Contract Term:

**Original Effective Date:** 06/10/2019

**Subject To:** No Renewal

**End Date:** N/A - entered 6/10/29 recording purposes only

#### Council Approval:

**Does this contract require council approval?** Yes

**Council Award Date:** 6/3/2019      **Council Action:** Resolution      **Legislative #:** 9603

#### Route:

	<u>In</u>	<u>Out</u>
Procurement Services: <u>A Carlson</u>	<u>7/3/19</u>	<u>7/3/19</u>
Information Technology: <u>NA</u>		
Legal: <u>Catherine Drens</u>	<u>7/3/19</u>	<u>7/8/19</u>
Insurance Reviewed By: <u>Rohit</u>	<u>7/8/19</u>	<u>7-8-19</u>
Department Director: <u>See agreement</u>		
Procurement Services: <u>A Carlson</u>	<u>7/18/19</u>	<u>7/18/19</u>
Return To: <u>Anthony Gill</u>		
City Clerk's Office: <u>Aue Henderson</u>	<u>7/22/19</u>	<u>7/22/19</u>

RISK CMO

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**Related Contract Information:**Amendment/change order/renewal? No

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**Selection Method:**Selection Method: Interlocal/MOU

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**Budget Information:**

Line #	Description	GL Date	Account #	Subtotal	Tax	Total
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**Additional Comments:**

This is an Interlocal Agreement with no set end-date, which allows the cities of Bellevue, Kirkland, and Redmond to cooperate on economic development efforts to support the ICT (information, communication, and technology) sector within the three cities. It has no budget impact, because it does not expend funds and utilizes existing staff resources.

NA

**CONTRACT REVIEW CRITERIA**

**Dept.**

**PS**

- Does the Contract Routing/Approval Form and Contract have consistent information?
- Is the Contract Type and template appropriate for the services performed?
- Are the contract values (i.e aggregate values, yearly budget totals, taxable amounts, acct. numbers, etc.) accurate?
- Is the JDE vendor name and number accurate?
- Does the Company have a Bellevue Business License? If not, date Tax Office was notified? \_\_\_\_\_.
- Do the Contract Start/End Dates comply with current policies (maximum 5 years unless exception noted)?
- Is this an amendment or renewal? If so, are the original contract #'s and values indicated?
- Has the Selection Method been explained in Additional Comments? Are results attached?
- If there is an ordinance/resolution/motion for this contract, are the date and # noted and a copy attached?
- Does the contractor meet requirements of the Independent Contractor Threshold question?
- Is Attachment "A" (Scope of Work and/or Services) attached?
- Is Attachment "B" (Insurance Requirements) attached?
- Are any additional riders required? If so, which one's? \_\_\_\_\_
- Does Insurer have a Best rating of A- or better?
- Is the Contractor identified as the insured?
- Does the Contractor have Commercial General Liability, Commercial Auto Liability, Worker's Compensation, and Employer's Liability/Stop Gap and special coverages as required?
- Are the policy expiration date(s) on the Certificate of Insurance current?
- Does the Contractor have a self-insured retention? Is it above \$50,000?
- Is the City listed as the Certificate Holder?
- Is the Certificate signed?
- Is the City of Bellevue (& contracting partners) listed as an additional insured on the Certificate of Insurance? Is the additional insured status primary and non-contributory?
- If this contract requires the payment of Prevailing Wages, are current Wage Rates referenced in Attachment "C"?
- Does the Contractor have an open account with the Washington State Department of Revenue?
- Are the Contractor's worker's compensation premiums current?
- Does the Vendor have an active Professional/Contractor License with the Washington State Department of Licensing?
- Have you checked the Office of Minority and Women-Owned Businesses website?
- Have you checked the King County Small Business Certification website?
- Is the Vendor on the Federal Debarred Suspended List?**