

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

Approved as to form:

By: _____

Name: Jesse Canedo

City Attorney

Title: Chief Economic Development Officer

Date: _____

Jurisdiction: Issaquah

Approved as to form:

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

City Attorney

Jurisdiction: Kirkland

Approved as to form:

By: _____

Name: James Lopez

Title: Assistant City Manager

Date: _____

City Attorney

Jurisdiction: Redmond

Approved as to form:

By: _____

Name: John Marchione

Title: Mayor

Date: _____

City Attorney

Jurisdiction: Renton

Approved as to form:

By: _____

Name: Denis Law

Title: Mayor

Date: _____

City Attorney