INTERLOCAL AGREEMENT AMONG THE CITIES OF
BELLEVUE, KIRKLAND AND REDMOND

TRANSPORTATION FORECAST MODEL PLATFORM
DEVELOPMENT AND MAINTENANCE PROGRAM


This agreement is made and entered into this __ day of _____, 2023  by and among the City of Bellevue (hereinafter called "Bellevue") who shall serve as the lead agency for the purpose of administering this program, the City of Kirkland (hereinafter called "Kirkland"), and the City of Redmond (hereinafter called "Redmond").  The cities of Bellevue, Kirkland and Redmond are collectively referred to as "the Parties."

WHEREAS, Bellevue developed an enhanced suite of computer software including BKRCast, an activity simulator, and EMME, a traffic assignment program, for the Bellevue, Kirkland and Redmond (BKR) area with the cooperation and support of the other two jurisdictions through an inter-local agreement; and

WHEREAS, this enhanced software suite (hereinafter referred to as the "BKR model") enables the three jurisdictions to project travel demand within the vicinity called the "planning area" or "sub-region"; and

WHEREAS, the BKR model is directly tied to each jurisdiction's land use and transportation networks within the planning area; and land use and transportation network information must be carefully managed and routinely updated to support transportation planning activities; and

WHEREAS, the BKR model integrates elements of the regional travel demand model developed by Puget Sound Regional Council (PSRC); and

WHEREAS, continuous maintenance and periodic upgrades of the BKR model are necessary to provide accurate travel demand forecasts for the planning area and to sustain its benefits to the parties of this agreement; and

WHEREAS, one BKR model covering the three jurisdictions has established a common database to support traffic impact reviews for local development as well as mid- and long-range transportation planning within the planning area; and

WHEREAS, sharing one BKR model enhances opportunities to inform transportation decision-making at the local, sub-regional, and regional planning levels; and

WHEREAS, for purposes of this Agreement, the lead department at the City of Bellevue shall be the Transportation Department; the lead department at the City of Kirkland shall be the Public Works Department, and the lead department at the City of Redmond shall be the Planning Department; and

WHEREAS, the Growth Management Act of 1990 mandates that the transportation element of a Comprehensive Plan include intergovernmental coordination efforts, requiring review of the transportation plans and land use assumptions by adjacent jurisdictions; and

WHEREAS, significant public funds have been invested in the development, maintenance, and upgrade of the BKR model, its continued use shall be managed in order to leverage the investment for maximum public benefit; and

WHEREAS, the parties entered into a similar Agreement dated January 21, 2004, called *Interlocal Agreement Among The Cities Of Bellevue, Kirkland And Redmond – Transportation Forecast Model Platform Development and Maintenance Program*, which is hereby terminated and replaced as of the effective date of this Agreement.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

## I.  PURPOSE

This agreement defines the roles and responsibilities of Bellevue, Kirkland, and Redmond for carrying out the travel demand forecast model development and maintenance program.  This agreement provides for development and upgrade of model platforms, identification of resources, and establishment of guidelines for the use and maintenance of the model.

## II.  PROJECT MANAGEMENT

The day-to-day management of the BKR model development, maintenance and updating shall be the responsibility of the Modeling Manager in the Bellevue Transportation Department, under the supervision of the Assistant Director for Transportation Planning and the Director of Transportation.  The Modeling Manager has supervisory responsibility for a program of travel demand forecasting and traffic operations simulation activities, that includes the BKR model and related activities benefiting the BKR jurisdictions. The Bellevue Transportation Department will be responsible for maintaining appropriate expertise, training and staffing levels in the Modeling work unit.

A Technical Advisory Committee (TAC) shall be formed consisting of two staff members from each jurisdiction, with knowledge of the BKR model and its applications, plus a staff representative of PSRC's travel forecasting section.  Bellevue's Modeling Manager shall serve as one of Bellevue's TAC members.  The purpose of the TAC is to establish a coordinated and continuing work program for BKR model maintenance and updates that benefit of all three jurisdictions. The TAC shall:

a) Develop guidelines and schedules for the collection of updated land use and network data by the member jurisdictions, transmittal to Bellevue, and incorporation into the BKR model;

b) Review the model's technical adequacy, and identify and resolve technical issues;

c) Develop an annual work program for the shared benefit, and with the shared resources of the three jurisdictions. The work program shall identify ongoing tasks and new initiatives, for which it shall define priorities, methods, schedules, and deliverables; and

d) Define the responsibilities of the TAC Chair, and annually rotate the Chair among the members.

## III.  ANNUAL SCHEDULE

The parties agree that the joint annual work program will describe the specific scope of work for the purposes of this agreement.  The joint annual work program will be confined to those tasks that benefit the three jurisdictions and are jointly funded. These are related to the development, validation, maintenance and update of the base year model, the six-year model, and a long-range model.

In order to simulate the existing traffic conditions and to forecast future traffic congestion using the BKR model in a timely fashion, the parties agree to the following annual schedule:

- TAC shall initiate work program development for the next year during the 3$^{rd}$ quarter. TAC shall approve the work program by the end of the 4th quarter.
- Base Year Model platform, based on the previous year land use and transportation networks shall be developed by the end of the following 3$^{rd}$ quarter.
- Six-Year Model platform based on each jurisdiction's Capital Improvement Program (CIP) shall be developed within six months following the adoptions of CIPs.
- A long-range future year model platform based on each jurisdiction's Comprehensive Plan shall be developed within six months following the adoptions of these Plans. The horizon year of the long-

range model platform shall be determined by all parties involved. The future year model platform shall be reviewed annually, and updated if warranted, on a schedule as agreed to by all parties involved.

- Redmond and Kirkland shall reimburse Bellevue for their proportional costs necessary to implement the TAC approved work program by the end of 1st quarter of the following year.


## IV.    DURATION OF AGREEMENT

This Agreement shall take effect immediately upon its approval by Bellevue, Kirkland and Redmond, and shall remain in force until terminated. This Agreement may be terminated at any time pursuant to the procedure set forth in Section VIII of this Agreement.


## V.  CONFIDENTIALITY

In order to provide cost-effective utility to all the participating jurisdictions, each party must preserve and protect information privacy rights. In order to be able to access base year land use data which is developed based on employment data obtained from Washington State Employment Security Department (ESD), each jurisdiction must enter into and maintain an interagency data sharing agreement with ESD,

Information that is created by participants to support published analysis or reports, including plans or forecasts, shall be considered public domain upon its publication, and shall be available for use by all participants, subjected to restrictions contained in the interagency data sharing agreement with ESD.

Information that is created for comparison purposes without a related public release, for example, scenario analysis, land use alternatives, or sensitivity testing, shall be utilized for modeling purposes only and shall not be released without first giving five days written notice from the originating jurisdiction.


## VI.  DISPUTE RESOLUTION

Attempts will be made to resolve technical differences by all the parties in a professional manner.  When agreement cannot be reached at the Technical Advisory Committee level, the dispute shall be transferred to the Department Directors (Transportation, Public Works, or Planning) of the three cities, and failing resolution at that level, to the City Managers of Bellevue and Kirkland and the Mayor of Redmond for resolution.


## VII.  RESPONSIBILITIES

The responsibilities of Bellevue, Kirkland and Redmond are described in Attachment A.

Bellevue will have lead responsibility to develop, validate, maintain and update the BKR model platforms. Bellevue will accommodate access to the model platforms by Kirkland and Redmond through agreed method, subject to the restrictions of the interagency data sharing agreement with ESD.

Kirkland and Redmond will use the model independently, when and how they choose, unless they require Bellevue support, in which case, scope, schedule, and cost reimbursement shall be arranged separately between Bellevue and the requesting jurisdiction.

Bellevue, Kirkland and Redmond will assemble existing land use data consistent with the requirements of the model.  Each city is responsible for collecting, maintaining, and updating its land use and roadway network databases, per guidelines determined by the Technical Advisory Committee.

## VIII.   TERMINATION

Any party who wishes to terminate this agreement shall notify the other parties in writing.  Termination shall become effective sixty days after all parties receive such notice.  In the event that this agreement is terminated, Kirkland and/or Redmond may request from Bellevue, a copy of all the databases needed to execute the model.  Bellevue shall make a copy of the database and send it to Kirkland and/or Redmond within thirty days after the termination becomes effective.

A termination notice in writing shall be sent to all the TAC members.


## IX.   USE OF CONSULTANT

A party to this Agreement may use consultants to fulfill the responsibilities described in Attachment A, subject to the restrictions contained in the interagency data sharing agreement with ESD.  Any party who wishes to use a consultant shall use its own contracting procedure and shall be solely responsible for managing and paying for its own consultant activities.  If Kirkland or Redmond needs staff training, training needs and resources will be negotiated with the City of Bellevue.  Bellevue encourages Kirkland and Redmond to develop in-house capability to use the model independently.  Kirkland and Redmond may retain consultant services for staff training.


## X.   RESOURCE NEEDS

Kirkland and Redmond shall reimburse Bellevue for a share of the costs incurred by Bellevue for annual maintenance and upgrading of the software and hardware, based on the respective proportion of Traffic Analysis Zones within each jurisdiction's geographic share of the BKR modeling area.  Eligible software maintenance and upgrading costs include annual software license fees, staff time, overhead, and outside consultant contracts.  Reimbursement shall be provided to Bellevue before the end of the next quarter after TAC approval of a work program.

Kirkland and/or Redmond may utilize additional modeling products outside of the joint TAC work program. In the event of Bellevue's assistance is requested, the Bellevue Modeling Manager shall provide, within ten business days after the request, a list of tasks/deliverables, cost estimate (covering Bellevue's costs) and completion schedule for consideration by the requesting jurisdiction. Bellevue will honor the resulting estimate for up to 30 days.

This agreement does not obligate any individual party to the payment of any costs which may be incurred in the future if any individual party wishes to upgrade, expand or restructure the model.  When such need is identified, the TAC shall address such resource needs.  All the parties to this agreement must agree to any cost allocation between the parties before such costs are incurred and work is begun.


## XI.   LEGAL RELATIONS

Each of the parties to this agreement shall protect, defend, indemnify and save harmless the other party, its officers, officials, employees and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgement, and/or awards of damages arising out of, or in any way resulting from, each of the party's negligent acts or omissions. No party will be required to indemnify, defend, or save harmless the other party if the claim, suit, or action for injuries, death or damages is caused by the sole negligence of the party. Where such claims, suits or actions result from concurrent negligence of the parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the party's own negligence. Each of the parties agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each of the parties, by mutual negotiation, hereby waives, with respect to each of the other party only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW.  In the event that any of the parties or combination of the parties incur any

judgement, award, and/or cost arising therefrom, including attorneys' fees, to enforce the provisions of this Section, all such fees, expenses and costs shall be recoverable from the responsible party or combination of the parties to the extent of that party's/those parties' culpability. This indemnification shall survive the termination of this agreement.

## XII.    MODIFICATION

This agreement may be modified only upon written agreement of all parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

THE CITY OF BELLEVUE

_____
Brad Miyake, City Manager

APPROVED AS TO FORM:

_____
Kathy Gerla, City Attorney

THE CITY OF REDMOND

_____
 Angela Birney, Mayor

APPROVED AS TO FORM:

_____
Jim Haney, City Attorney

THE CITY OF KIRKLAND

_____
Kurt Triplett, City Manager

APPROVED AS TO FORM:

_____
Stephanie Croll, Senior Assistant City Attorney

ATTACHMENT A

I. Responsibilities of Bellevue
1. Attend and participate in Technical Advisory Committee meetings.  The TAC Chair will rotate among the members annually to plan agendas and facilitate discussions.
2. Provide support for developing the data base and other system components to be compatible with the current BKR model structure and platforms.
3. Review the model results and work with Kirkland, Redmond, and PSRC staff through TAC to identify potential improvements.
4. Validate the base year model using the screenlines and other guidelines established by TAC and identify potential problems.  Bellevue will work with TAC to find ways to meet the calibration goals.
5. Develop, update and maintain the model platforms as described in this agreement.
6. Provide the post-processing template software and explain how it works.
7. Maintain the necessary software license and maintenance contract.
8. Notify Kirkland, Redmond, and of any changes in the model or operating procedure that may affect model operation.
9. Document the process and data systems for model development and upgrade.
10. Maintain the confidentiality of Kirkland and Redmond proprietary land use data and development plans.
11. Provide staff support to Kirkland and Redmond for project level model applications when available.  Scope, schedule, and cost reimbursement shall be negotiated separately.

II. Responsibilities of Kirkland
1. Attend and participate in Technical Advisory Committee meetings.  The TAC Chair will rotate among the members annually to plan agendas and facilitate discussions.
2. Conduct existing land use inventory (usually to the end of previous year) as well as collect future land use planning data consistent with the required model format. Provide updated land use data to Bellevue by the end of the 2nd quarter.
3. Notify Bellevue of any TAZ update using general guidelines used for the BKR Model.
4. Notify Bellevue of any street network improvement and characteristics necessary to define the road network system.
5. Notify Bellevue of any transit line update and characteristics to define the transit line information.
6. Review the assumptions and data inputs and verify the results.
7. Determine independently how to use the BKR model.
8. Maintain the confidentiality of Bellevue proprietary land use data and development plans.
9. Maintain the confidentiality of Redmond proprietary land use data and development plans.
10. Reimburse the costs annually as agreed by the TAC to implement this agreement, including the additional cost associated with staff support for project level model applications.

III. Responsibilities of Redmond
1. Attend and participate in Technical Advisory Committee meetings.  The TAC Chair will rotate among the members annually to plan agendas and facilitate discussions.
2. Conduct existing land use inventory (usually to the end of previous year) as well as collect future land use planning data consistent with the required model format. Provide updated land use data to Bellevue by the end of the 2nd quarter.
3. Notify Bellevue of any TAZ update using general guidelines used for the BKR Model.
4. Notify Bellevue of any street network improvement and characteristics necessary to define the road network system.
5. Notify Bellevue of any transit line update and characteristics to define the transit line information.

6. Review the assumptions and data inputs and verify the results.
7. Determine independently how to use the BKR model.
8. Maintain the confidentiality of Bellevue proprietary land use data and development plans.
9. Maintain the confidentiality of Kirkland proprietary land use data and development plans.
10. Reimburse the costs annually as agreed by the TAC to implement this agreement, including the additional cost associated with staff support for project level model applications.