

REC NO. 33820
CITY OF BELLEVUE

INTERLOCAL AGREEMENT AMONG THE CITIES OF DATE 4/29/03
BELLEVUE, KIRKLAND AND REDMOND M-TORNOU
CITY CLERK'S OFFICE

TRANSPORTATION FORECAST MODEL PLATFORM
DEVELOPMENT AND MAINTENANCE PROGRAM CO FILE # 03-320
1256842

This agreement is made and entered into this 21 day of January, ²⁰⁰⁴~~2003~~ 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").

WHEREAS, Bellevue enhanced a computer software called EMME/2 for the Bellevue, Kirkland and Redmond (BKR) area with the cooperation and support of the other two jurisdictions through an inter-local agreement that expired in 1996, and despite the expiration of that agreement, the three jurisdictions continued their joint use of the EMME/2 software; and

WHEREAS, this enhanced software, 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 within the planning area; and land use information must be carefully managed and routinely updated to support transportation planning activities; and

WHEREAS, the BKR model integrates elements of the regional 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 data base 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 traffic model enhances opportunities to influence transportation decision-making at the local, sub-regional, and regional planning levels; and

WHEREAS, the Growth Management Act of 1990 mandates that the transportation element of the 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 traffic model, its continued use should be managed in order to leverage the investment for maximum public benefit;

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 transportation 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 that portion of the BKR model maintenance and upgrading that is for the 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 of the data into the BKR model;
- b) Review the model's technical adequacy, and identify and resolve technical issues; and
- 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.
- 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 MP0-Joint Platform identified below, and involve the development, validation, maintenance and update of the Base Year Model (MP0). The City of Bellevue may divulge recurring schedule information for other portions of its modeling work program that are not part of the agreement for the purposes of: a) Establishing schedule parameters for agreement-related tasks, and b) Identifying additional modeling products that Kirkland and/or Redmond may find beneficial from time to time. These tasks are identified below as Bellevue Platforms.

In order to simulate the existing traffic conditions and to forecast future traffic congestion using the EMME/2 software in a timely fashion, the parties agree to the following annual schedule:

- Base Year Model (MP0-Joint Platform) should be completed by the end of 2nd quarter.
- TAC shall initiate work program development for the next year during the 3rd quarter.
- TAC shall approve a work program for the next year by the end of the 4th quarter.

- Redmond and Kirkland shall reimburse Bellevue for the costs necessary to implement the TAC approved work program by the end of 1st quarter.
- Concurrency Model (MP6-Bellevue Platform) should be completed by the end of 3rd quarter.
- Twelve-year traffic forecast model (MP12-Bellevue Platform) is for the mid-range Transportation Facility Plan (TFP) and will be built once every two years.
- Twenty-year traffic forecast model (MP20-Bellevue Platform) will be updated with the regional 20-year forecast update.

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.

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 (examples include the base model [MP0] and concurrency model [MP6] that Bellevue updates and publishes annually).

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 to 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 their terminal connections.

Kirkland and Redmond will use the model independently, when and how they choose, unless they require Bellevue support, which shall be arranged at a mutually agreeable time with prior notice.

Bellevue, Kirkland and Redmond will assemble existing land use data consistent with the requirements of the Bellevue model. Each city is responsible for maintaining and updating its land use and roadway network database, 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. 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 be able to use the model independently. Kirkland and Redmond may retain consultant services for staff training. Consultant staff who are under contract with and acting pursuant to the direction of either Redmond or Kirkland shall have the same rights of model access and use as those accorded Redmond and Kirkland staff for the purpose of carrying out activities described in the approved work program.

X. RESOURCE NEEDS

Kirkland and Redmond shall establish a terminal station in each respective city, which shall include at least a graphics terminal and software capable of interfacing with the Bellevue system.

Kirkland and Redmond shall reimburse Bellevue for a share of the costs incurred by Bellevue for annual maintenance and upgrading of the EMME/2 software and hardware, based on the respective proportion of Traffic Analysis Zones within each jurisdiction's geographic share of the BKR modeling area. 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 such a request, 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

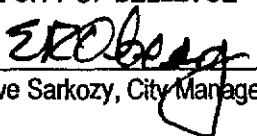
each of the other party only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event that any of the parties or combination of the parties incurs any judgement, award, and/or cost arising therefrom, including attorneys' 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

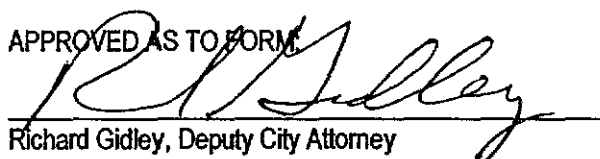
This agreement may be modified only upon written agreement of all parties hereto.

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

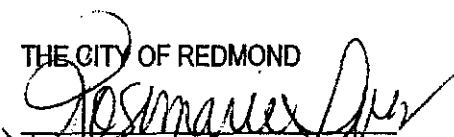
THE CITY OF BELLEVUE


Steve Sarkozy, City Manager

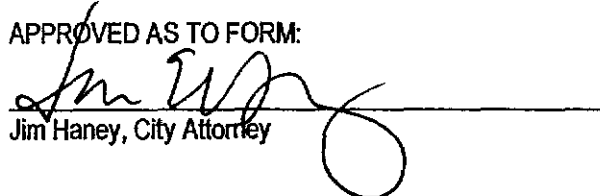
APPROVED AS TO FORM:


Richard Gidley, Deputy City Attorney

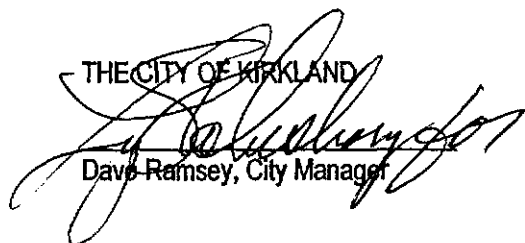
THE CITY OF REDMOND


Rosemarie Ives, Mayor


APPROVED AS TO FORM:


Jim Haney, City Attorney

THE CITY OF KIRKLAND


Dave Ramsey, City Manager

APPROVED AS TO FORM:


Bill Evans, Assistant City Attorney