

INTERLOCAL AGREEMENT FOR TRAVEL DEMAND MODELING

This AGREEMENT is dated this _____ day of _____, 2023, by and between DOUGLAS COUNTY, a political subdivision of the State of Nevada (hereinafter "COUNTY"), and the CARSON AREA ~~METROPOLITAN~~METROPOLITAN PLANNING ORGANIZATION, a political subdivision of the State of Nevada (hereinafter "CAMPO"). COUNTY and CAMPO may be individually referred to as "Party" and collectively referred to as "Parties."

WITNESSETH:

WHEREAS, the Parties are public agencies under NRS 277.100; and

WHEREAS, NRS 277.180 provides that any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the contracting agencies is authorized by law to perform; and

WHEREAS, CAMPO Operates a Travel Demand Model ("MODEL") for the purposes of transportation planning for the portion of COUNTY within the CAMPO region; and

WHEREAS, the purpose of this Agreement is to establish roles and responsibilities for Development, Maintenance, Operation, and Update of the MODEL as it relates to portions of the COUNTY outside the CAMPO region; and

WHEREAS, the MODEL will be used to identify and evaluate transportation capacity needs for COUNTY and CAMPO based on Traffic Analysis Zone ("TAZ") geography, the roadway network, existing and forecasted land uses, residential and employment information, traffic, and travel characteristics within the COUNTY, and

WHEREAS, this AGREEMENT also provides a mechanism for COUNTY to request additional MODEL Operation, Maintenance, and Updating each fiscal year subsequent to the completion of MODEL Development; and

WHEREAS, the MODEL will be to the benefit of both COUNTY and CAMPO and the people of the State of Nevada; and

NOW, THEREFORE, in consideration of the promises and conditions contained in this Agreement and other good and valuable consideration, the Parties do agree as follows:

Section 1. Defined Terms: As used in this AGREEMENT, the following terms are defined to have the meaning below:

- A. "Develop" or "Development" means the initial incorporation of the COUNTY TAZs, existing roadway networks, existing and forecasted land uses, residential and employment information, traffic, and travel characteristics

(collectively hereafter referred to as “DATA”) found in the COUNTY’s existing travel demand model into the CAMPO MODEL.

- B. “Operate” or “Operation” means running scenarios in the MODEL for the purposes of traffic analysis and forecasting.
- C. “Maintain” or “Maintenance” means inputting and exporting DATA from the MODEL using computer software.
- D. “Update” or “Updating” means changing or updating the MODEL based on new or changed DATA, which includes Development of the MODEL.

Section 2. Term of Agreement: This Agreement is effective on the date that the last authorized signature is affixed hereto and will terminate on June 30, 2024, unless terminated earlier in accordance with Section 3 of this Agreement.

Section 3. Termination: Either Party may terminate this Agreement with or without cause by providing not less than 45 days’ written notice to the other Party.

If terminated, CAMPO shall utilize the MODEL software to export COUNTY DATA for areas of the COUNTY not within the CAMPO region and provide that exported DATA to COUNTY not less than 15-days prior to termination.

Section 4. Responsibilities of CAMPO: CAMPO agrees to provide the following services relating to the MODEL:

- A. Provide project management for the MODEL through staff from CAMPO.
- B. Issue a Request for Proposal (“RFQ”) to procure consultant support (“Consultant”) for MODEL Development and ongoing MODEL Maintenance, Operation, and Update.
- C. Select and contract with a Consultant for MODEL Development, Maintenance, Operation, and Updating.
- D. To Develop, Operate, Maintain, Update, and to provide necessary staff time for the MODEL as it relates to COUNTY DATA. Maintenance and Operation standards and practices shall be consistent with applicable state and national standards and guidelines.
- E. Provide quarterly invoices to COUNTY for its share of CAMPO staff time and Consultant costs for MODEL Development, Operation, Maintenance, and Updating. COUNTY’s share of such costs will not include the area of COUNTY within the CAMPO region.
- F. Provide quarterly updates to COUNTY’s project manager regarding MODEL activities.

G. To be responsible for all costs associated with the MODEL for all areas within the CAMPO region.

Section 5. Responsibilities of COUNTY: COUNTY agrees to perform the following:

- A. Select a project manager for COUNTY to facilitate MODEL Development and to collaborate with the Consultant and CAMPO's project manager concerning MODEL Development, Operation, Maintenance, and Updating.
- B. Participate in MODEL Development activities including but not limited to project coordination meetings, DATA collection and distribution, and presentations to boards and commissions.
- C. Participate in MODEL Updating activities including providing CAMPO COUNTY DATA and a summary of, and information related to, changes for DATA within the COUNTY on before June 30 each year.
- D. Reimburse CAMPO for Consultant costs and CAMPO staff time spent on Development of the MODEL as it relates to COUNTY TAZ geography not within the CAMPO region, in an amount not to exceed sixty-six thousand ninety-five and 00/100 dollars (\$66,095.00) as outlined in Attachment A.
- E. Reimburse CAMPO based upon time and materials for Consultant costs and CAMPO staff time spent for the Operation, Maintenance, and Updating of the MODEL within the portions of COUNTY not within the CAMPO region in an amount not to exceed twenty thousand and 00/100 dollars (\$20,000.00) per fiscal year (July 1 – June 30) based on the agreed upon tasks using the Task Authorization Form ("TOA") included as Attachment B.

Section 6. Services Performed Through TOAs: A TOA is not required for CAMPO or Consultant to perform services described in Sections 5.B and 5.D. However, all other work performed under this AGREEMENT by CAMPO must be authorized by a duly executed TOA. CAMPO and COUNTY mutually agree to utilize the TOA form, included as Attachment B, to assist in the authorization and tracking of tasks and costs associated with MODEL Operation, Maintenance, and Updating.

The Parties agree that a TOA is required whenever services to be performed under this AGREEMENT do not fall within Sections 5.B or 5.D (or exceed the dollar amount set forth in 5.D). Further, the Parties agree that the COUNTY will not be responsible for reimbursing CAMPO for the cost of any services that required a TOA but were performed without a corresponding, executed TOA. The Parties also agree that no provision of this AGREEMENT, including but not limited to Section 4.D, should be construed to require CAMPO to perform any tasks associated with MODEL Operation, Maintenance, and

Updating without a TOA or when CAMPO reasonably believes the cost to perform those tasks cannot or will not be reimbursed by COUNTY.

The Parties agree to utilize the following rules and procedures for all TOAs:

- A. COUNTY and CAMPO will confer and agree upon additional tasks associated with the MODEL to be completed. Each TOA must include a summary of each task and the estimated staff hours and costs for each task based on established Consultant and CAMPO staff rates.
- B. TOAs must be completed and duly executed prior to the start of any task or services.
- C. There is no limit to the number of TOAs that may be executed during a fiscal year.
- D. TOAs are not effective unless and until each of the following conditions are satisfied:
 1. The task reflected in each TOA must comply with the scope and intent of this AGREEMENT;
 2. The TOA shall be signed by the designated project managers for both CAMPO and COUNTY; and
 3. No TOA is approvable if it will cause the cumulative total of actual expenses from all TOAs executed during a fiscal year to exceed twenty thousand and 00/100 dollars (\$20,000.00). In the event that TOAs in a fiscal year exceed this threshold for any reason, the Parties may execute an Addendum or Amendment to this AGREEMENT to make a corresponding increase to the not to exceed amount for the material fiscal year. Such an Addendum or Amendment cannot be approved by the Parties' designated project managers; it must instead be approved by the Parties' governing bodies.

Section 7. Supervision of Services: CAMPO will supervise Consultant and will take input from the COUNTY regarding Consultant supervision into consideration. COUNTY's reimbursement responsibility for Consultant's services for COUNTY areas not included in CAMPO is set forth at Section 5.D, and COUNTY's reimbursement obligation for such services from Consultant shall not exceed the amount identified in Section 5.D without prior written and signed authorization from COUNTY's project manager.

Section 8. Billing and Payment: CAMPO shall bill COUNTY quarterly for services and expenses in accordance with this AGREEMENT. Payments by COUNTY are due within 45 days of the date of billing.

Section 9. Notices: All notices or other communications required or permitted to be given under this Agreement must be in writing and shall be deemed to have been duly given if delivered personally by hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other Party at the address set forth below:

FOR CAMPO:

Christopher Martinovich, PE
Transportation Manager
3505 Butti Way
Carson City, Nevada 89701
Tel: (775) 887-2355
Fax: (775) 887-2112

FOR COUNTY:

Douglas County
Philip Ritger, Public Works Director
P.O. Box 218
Minden, Nevada 89423
Tel: (775) 783-6480

Either Party may from time to time, by notice in writing served upon the other as described above, designate a different mailing address to which or a different person to whose attention all such notices or demands are thereafter to be addressed.

Section 10. Entire Agreement: This Agreement constitutes the entire agreement of the Parties and as such is intended as the complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement must be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement is binding upon the Parties unless the same is in writing and signed by the respective parties hereto.

Section 11. Limited Liability; Indemnification: COUNTY shall indemnify and hold harmless CAMPO, to the extent provided by law, from and against any and all liability arising out of the performance of services under this Agreement proximately caused by any act or omission of COUNTY's officers, agents, and employees. CAMPO shall indemnify and hold harmless COUNTY, to the extent provided by law, from and against any and all liability arising out of the performance of services under this Agreement proximately caused by any act or omission of CAMPO's officers, agents, and employees. COUNTY and CAMPO do not waive and intend to assert any and all available NRS

chapter 41 immunity in all cases. Contract liability of the Parties does not include punitive damages.

Section 12. Severability: If any provision contained in this Agreement is held to be unenforceable by a court of law or equity, this Agreement will be construed as if the provision did not exist and the non-enforceability of that provision will not be held to render any other provision or provisions of this Agreement unenforceable.

Section 13. Nevada Law; Jurisdiction: The laws of the State of Nevada apply in interpreting and construing this Agreement. The Parties consent to the jurisdiction of, and agree that disputes will be resolved by, either the First or Ninth Judicial District Court of the State of Nevada, depending on which venue is more appropriate given the facts and circumstances underlying any particular dispute.

Section 14. Ownership of Property: With the exception of DATA transferred between the Parties pursuant to the explicit terms of this AGREEMENT, all or any property presently owned by either Party will remain in such possession upon termination of this Agreement, and there will be no transfer of property or ownership interest between the Parties during the course of this Agreement.

Section 15. No Third-Party Beneficiary: It is specifically agreed between the Parties that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof a third-party beneficiary hereunder, or to authorize anyone not a Party to this Agreement any right to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

Section 16. Records: Each Party agrees to keep and maintain under general accepted accounting principles full, true and complete records and documents pertaining to this Agreement and present, at any reasonable time, such information for inspection, examination, review, audit and copying at any office where such records and documentation is maintained.

Section 17. Public Records; Confidentiality: Pursuant to NRS 239.010, information or documents, including this Agreement, may be open to public inspection and copying. The Parties will have the duty to disclose, unless particular information or documents are made confidential by law or a common law balancing of interest. To the extent that information or documents are made confidential, the Parties shall keep such information or documents confidential. A Party may clearly label specific parts of an individual document as a "trade secret", "confidential", or similar in accordance with applicable law, provided that the labelling Party thereby agrees to indemnify and defend the other Party for honoring such a designation. The failure to so label any document shall constitute a complete waiver of any and all claims for damages caused by any release of the document.

Section 18. Separate Entities: The Parties are associated with each other only for the purposes and to the extent set forth in this Agreement. Each Party is and continues to be a public agency separate and distinct from the other Party and, except as otherwise

specifically provided herein, has the right to supervise, manage, operate, control and direct performance of the details incident to its duties under this Agreement.

Section 19. Assignment: Neither Party may assign, transfer or delegate any rights, obligations or duties under this Agreement without the prior written consent of the other Party.

Section 20. Authority to Sign: The Parties hereto represent and warrant that the person executing this Agreement on behalf of its respective Party has full power and authority to enter into this Agreement and that the Parties are authorized by law to perform the services set forth herein.

Section 21. Counterparts: This Agreement may be executed in counterparts, each of which shall be deemed to be an original but all of which, taken together, shall constitute one and the same Agreement.

Section 22. Breach: Failure of either Party to perform any obligation of this Agreement shall be deemed a breach. Except as otherwise provided for by law or this Agreement, the rights and remedies of the Parties are not exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages and reasonable attorneys' fees and costs. The Parties agree that, in the event a lawsuit is filed and a Party is awarded attorney's fees by the court, for any reason, the rate applied to recoverable attorney's fees shall not exceed the rate of \$125 per hour.

Section 23. Force Majeure: Neither Party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, acts of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds or storms. In such an event the intervening cause must not be through the fault of the Party asserting such an excuse, and the excused Party is obligated to promptly perform in accordance with the terms of the Agreement after the intervening cause ceases.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the _____ day of _____, 2023.

CARSON AREA METROPOLITAN
PLANNING ORGANIZATION

DOUGLAS COUNTY, NEVADA
Board of County Commissioners

By: _____
Transportation Manager

By: _____
Chairman

Attest:

Clerk-Recorder

County Clerk

Approved as to Legality and Form:

Approved as to Legality and Form:

Deputy District Attorney

Deputy District Attorney

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WITNESSETH:

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FOR CAMPO:

Christopher Martinovich, PE
Transportation Manager
3505 Butti Way
Carson City, Nevada 89701
Tel: (775) 887-2355
Fax: (775) 887-2112

FOR COUNTY:

Douglas County
Philip Ritger, Public Works Director
P.O. Box 218
Minden, Nevada 89423
Tel: (775) 783-6480

Either Party may from time to time, by notice in writing served upon the other as described above, designate a different mailing address to which or a different person to whose attention all such notices or demands are thereafter to be addressed.

Section 10. Entire Agreement: This Agreement constitutes the entire agreement of the Parties and as such is intended as the complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement must be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement is binding upon the Parties unless the same is in writing and signed by the respective parties hereto.

Section 11. Limited Liability; Indemnification: COUNTY shall indemnify and hold harmless CAMPO, to the extent provided by law, from and against any and all liability arising out of the performance of services under this Agreement proximately caused by any act or omission of COUNTY's officers, agents, and employees. CAMPO shall indemnify and hold harmless COUNTY, to the extent provided by law, from and against any and all liability arising out of the performance of services under this Agreement proximately caused by any act or omission of CAMPO's officers, agents, and employees. COUNTY and CAMPO do not waive and intend to assert any and all available NRS

chapter 41 immunity in all cases. Contract liability of the Parties does not include punitive damages.

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the _____ day of _____, 2023.

CARSON AREA METROPOLITAN
PLANNING ORGANIZATION

DOUGLAS COUNTY, NEVADA
Board of County Commissioners

By: _____
Transportation Manager

By: _____
Chairman

Attest:

Clerk-Recorder

County Clerk

Approved as to Legality and Form:

Approved as to Legality and Form:

Deputy District Attorney

Deputy District Attorney



CAMPO and Douglas County TDM Enhancement and Validation

Task 1 - 5 Hours That will be Spent on Douglas County Modeling Items:

(Note: These hours are included in the overall Task 1 - 5 Budget Estimate, not in addition to. This table simply breaks down the portion of hours that will be spent on Douglas County modeling items as opposed to CAMPO modeling items.)

| Staff Type | Principal Engineer II | Senior Engineer I | Project Engineer I | Engineer I | Senior GIS I | Project Coordinator | Task Hours | Caliper Corporation | Task Cost |
|--|-----------------------|--------------------|--------------------|---------------------|--------------|---------------------|------------|---------------------|--------------|
| Rate | \$ 260.00 | \$ 215.00 | \$ 190.00 | \$ 165.00 | \$ 215.00 | \$ 135.00 | | | |
| TASK 1 Project Management and Coordination | 6 | 6 | 0 | 0 | 0 | 0 | 12 | \$0.00 | \$ 2,850.00 |
| 1.1 Meetings | 6 | 6 | | | | | | | |
| 1.2 Coordination with Agency Partners | | | | | | | | | |
| TASK 2 Data Collection, Initial Model Updates, and Model Base Year | 0 | 24 | 25 | 114 | 0 | 0 | 163 | \$0.00 | \$ 28,720.00 |
| 2.1 Compile Model Data and Traffic Counts | | 1 | 1 | 5 | | | | | |
| 2.2 Incorporate Douglas County into CAMPO TDM | | 20 | 20 | 88 | | | | | |
| 2.3 Update TAZs | | 1 | | 6 | | | | | |
| 2.4 Update Base Year TDM Scenario to 2022 Conditions | | 2 | 4 | 15 | | | | | |
| TASK 3 Model Functionality | 0 | 2 | 4 | 10 | 0 | 0 | 16 | \$23,125.00 | \$ 25,965.00 |
| 3.1 Code Modernization and Conversion to Flowchart Menu | | | | | | | | \$10,000.00 | |
| 3.2 Update Trip Generation Model | | | | | | | | \$5,625.00 | |
| 3.3 Add Truck Model | | | | | | | | \$2,500.00 | |
| 3.4 Mode Choice Enhancements | | | | | | | | \$3,750.00 | |
| 3.5 Scenario Planning Improvements | | | | | | | | \$1,250.00 | |
| 3.6 General Improvements and Recommendations | | 2 | 4 | 10 | | | | | |
| TASK 4 Model Validation, Scenario Testing, and Future Year Scenarios | 0 | 8 | 4 | 26 | 0 | 2 | 40 | \$0.00 | \$ 7,040.00 |
| 4.1 Validate Updated Base Year | | 2 | | 8 | | | | | |
| 4.2 Develop Future Year Scenarios | | 2 | | 8 | | | | | |
| 4.3 Model Documentation, Recommendations, and Testing | | 4 | 4 | 10 | | 2 | | | |
| TASK 5 Model Data GIS Tools and Training | 0 | 4 | 0 | 4 | 0 | 0 | 8 | \$0.00 | \$ 1,520.00 |
| 5.1 Open GIS Interface Tool | | | | | | | | | |
| 5.2 Training | | 4 | | 4 | | | | | |
| Douglas County Tasks 1 - 5 Subtotals (Hours) | 6 | 44 | 33 | 154 | 0 | 2 | 239 | | |
| Douglas County Tasks 1 - 5 Subtotals (Cost) | \$ 1,560.00 | \$ 9,460.00 | \$ 6,270.00 | \$ 25,410.00 | \$ - | \$ 270.00 | | \$ 23,125.00 | |
| Douglas County Total (Tasks 1 - 5) (Note: Included in Overall Total) | | | | | | | | \$ 66,095.00 | |



ATTACHMENT B

TASK ORDER AUTHORIZATION (TOA)

Task Number: _____

Task Name: _____

Date Received: _____

CONTACT INFORMATION:

COUNTY Contact: _____

Phone: _____

Email: _____

DESCRIPTION OF WORK: (Enter here. CAMPO will include the fee and rate summary as an attachment for cost backup) Additional backup materials is attached to this TOA.

| Task / Sub-task: | Description: | Cost (\$): |
|------------------|--------------|------------|
| | | |
| | | |
| | | |
| | | |

TOTAL COST: _____

This TOA must be authorized by a duly executed by both CAMPO and COUNTY prior to the start of work consistent with the Interlocal Agreement for Travel Demand Modeling. Upon authorization, a scanned version will be emailed to both CAMPO and COUNTY project managers.

ACCEPTED AND AGREED:

By COUNTY: _____

Date: _____

Signed _____

Printed Name _____

By CAMPO: _____

Date: _____

Signed _____

Printed Name _____

