

# MEMORANDUM

TO: DCHC MPO Board

FROM: Doug Plachcinski, AICP, CFM, Executive Director

DATE: September 5, 2023

RE: **3-YEAR AGREEMENT BETWEEN CPRC AND ITRE FOR THE TRIANGLE REGIONAL MODEL**

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## I. REQUESTED ACTION

I ask the DCHC MPO Board to authorize the MPO Executive Director to submit the attached agreement to CPRC. The agreement is between the Regional Council and NCSU's Institute of Transportation Research and Education (ITRE) to work on the Triangle Regional Model.

## II. SUMMARY

The City of Durham entered into a 5-year agreement with ITRE for Triangle Regional Model services in 2021. There are 3 other funding partners in the project; CAMPO, NCDOT, and GoTriangle. This agreement essentially replaces the last three (3) years of the City agreement with a three (3) year agreement between CPRC and ITRE.

The multi-year agreement generates an annual work plan by task order. The task order for the 2023-2024 Fiscal Year and work scope are attached following the CPRC-ITRE agreement.

## **NORTH CAROLINA STATE UNIVERSITY**

### **Comprehensive Services Agreement**

**NCSU RADAR Number: 2021-2506**

This Comprehensive Services Agreement ("CSA") is entered into this 2nd day of ("effective date"), by and between North Carolina State University ("NC State" and/or "University") for its Institute of Transportation Research and Education (ITRE), and the Central Pines Regional Council ("CPRC") on behalf of the Durham-Chapel Hill-Carrboro Metropolitan Planning Organization ("DCHC MPO") ("Sponsor") (each a "Party" and jointly the "Parties").

#### **RECITALS**

**WHEREAS**, the CPRC is designated by the Governor of the State of North Carolina as the Lead Planning Agency (LPA) for the DCHC MPO to be responsible for carrying out the provisions of Section 134, Title 23, United States Code, and as the recipient of Section 104(f), Section 5303, metropolitan transit planning and Section 133(b)(3)(7) has agreed to used portions of these funds to support the development and continuous update and maintenance of a regional transportation travel demand model;

**WHEREAS**, the CPRC and other participating agencies (GoTriangle, NCDOT, and the Capital Area MPO through the Town of Cary), (hereinafter called "the Stakeholders"), jointly undertook development of a regional travel demand model, known as the Triangle Regional Model, and recognize the desirability, cost effectiveness, and benefits of the response time derived from centralizing development resources to further update, improve, and maintain the TRM most efficiently;

**WHEREAS**, the Sponsor and the stakeholders have agreed to partner with the Institute for Transportation Research and Education (hereinafter called "ITRE"), to perform transportation planning services for timely TRM development, update, improvement, and maintenance;

**WHEREAS**, the Sponsor relies on the model to support many critical transportation planning functions that include but not limited to legislative mandated requirements, project development, corridor planning studies, sub-area studies and traffic impact studies;

**WHEREAS**, it is the stated goal and desire of the Sponsor to have a calibrated and validated model ready before the commencement of the development of the long range transportation plans;

**WHEREAS**, the Sponsor and other Stakeholders jointly participate in setting the goals, work program, priority and evaluate ITRE's performance providing these planning services;

**WHEREAS**, the service contemplated by this CSA is of mutual interest and benefit, to the CPRC and Sponsor, by accomplishing its objectives, and to University by furthering its instruction, research and public service missions in a manner consistent with its status as a public Land Grant University;

**WHEREAS**, ITRE is part of the University, an educational institution with the requisite facilities and expertise to provide, the contemplated services on a limited noncommercial basis;

**WHEREAS**, CRPC intends to fund continuing work performed by ITRE on an annual basis so long as model objectives and performance are met and products are delivered in a timely manner. Request for fund to be made through the CPRC annual budget process and MPO Unified Planning Work Program (UPWP) process;

**WHEREAS**, CPRC intends to pay for the proposed service with flow- through Federal funds awarded to it by North Carolina Department of Transportation (NCDOT under the Catalog of Federal Domestic

Assistance (CFDA) Number 20.205-5; and through "local match" funds provided by the DCHC MPO members;

**WHEREAS** the Federal regulations applicable to these funds are 49 CFR 18 for Sponsor and 49 CFR 19 for University; and

**WHEREAS** Sponsor and Stakeholders have contracted to use ITRE, and to contract with the University, to perform planning services to the update, improvement, enhancement, and maintenance of the Triangle Regional Model;

**NOW, THEREFORE**, the parties agree as follows:

- I. **Background and Purpose.** The purpose of this CSA is to support the development, update, enhancement, improvement, and maintenance of the Triangle Regional Model ("TRM Scope") so that it meets the requirements of the modeling elements of the DCHC MPO Unified Planning Work Program (hereinafter, "UPWP"). The TRM Scope must meet the performance standards of the statements of work as included in issued Task orders under this CSA and be sensitive to a broad range of policy issues (including federal requirements and guidelines) and utilize connectivity between travel demand models and land-use models.
- II. **Modeling Elements of the Annual Work Program and Three (3) Year Work Program.** The specific goals of these planning services, and performance criteria by which these planning services are assessed, and mutually agreed upon by the Sponsor, stakeholders and ITRE on an annual basis. ITRE develops the annual TRM Scope to include detailed task descriptions, estimates of person hours by tasks, deliverables, budget, schedule, and timeline.
- III. **Services and Scope to be Performed, Time of Performance.** In this CSA, "Work" means the services that the University shall perform pursuant to this CSA and all of NC State's duties to the CPWC that arise out of this CSA. Core Mission of the Project:
  - A. **Model Support / Enhancement/Maintenance**

ITRE shall provide production capabilities to maintain, update and execute the TRM and to maintain and update all associated data. Work will include but not be limited to: model estimation, survey process and analysis, model calibration and validation, developing improved algorithms or interfaces, writing utilities and scripts to render the model more "user friendly", and extending the scope of the model consistent with the needs and expectations of the stakeholders. Routine support of the model will include but not be limited to: documentation, GIS/database management and coordination of data collection, possibly to include establishing mechanisms of automated data collection from planning agencies and other sources. Continuous improvements and enhancements will include non-motorized trip, parking supply and cost, park & ride search, climate change impact, pricing, freight, airport, etc.
  - B. **Model Training**

ITRE shall provide training for model users, including organizations, agencies, consultants, and researchers designated by the Sponsor and stakeholders. Training will consist of technical workshops on how to use the model, how it is calibrated, and how to interpret the output. Training will also include presentations oriented toward MPO member agencies and technical staff members that detail how the model can be used as a decision tool, what assumptions have been incorporated in the model, and how to use the model output to assess project and policy alternatives.
  - C. **Research**

ITRE will provide research in transportation and land use modeling with the goals of improving the model's accuracy, conforming to the best state of practice in the fields of land use modeling, transportation modeling, air quality conformity and adapting the model to the evolving policies and practical needs of the stakeholders. Topics of research may include the interaction of land use plans and transportation, transportation measures and conformity analyses, travel demand management, climate change, transportation equity, environmental justice, pricing, and other policy-related issues.

**D. Stakeholder Support**

ITRE will provide access to the model and data to the Sponsor through its designated liaison(s). Such access will include electronic copies of the model and data, as well as access by designated staff of the Sponsor to computers and other facilities at ITRE as necessary to customize the model to such specific needs of the Sponsor as may arise.

**E. The University shall provide services as specifically described in Exhibit A, Project Abstract.**

University, as a recipient of flow-through Federal funding, represents and certifies that it currently is and will remain in compliance with the requirements listed in Exhibit B, titled "Federal Regulatory and Programmatic Requirements for Federal Flow-through Funding". As a recipient of Federal funding, the University shall also comply with the additional terms provided in Exhibit C, titled "Clauses for Contracts involving Federal Financial Assistance".

**IV. Performance Period.**

This CSA is effective for three (3) years from the effective date of July 1, 2023. This period is subject to renewal only by mutual written agreement of the parties. Task orders issued under this CSA will identify individual projects' performance periods and may be amended by the parties' mutual written agreement.

A task order will be issued by Sponsor upon its decision to fund and authorize a proposal submitted by the University. The task order template outlined in Appendix E must be used and will include a list and detailed description of multiple tasks, objectives, level of effort (including an estimate of hours per task), work products/deliverables, schedule by task and subtask. The persons, entities, expenses, and general percentage of effort anticipated to be required to successfully perform the Work will be described in such task orders. Facilities and administrative costs must be applied at the level negotiated by the federal government, which represents a significant savings of the actual overhead costs associated with the conduct of research at the University. task orders will not limit the effort necessary to perform the work under this CSA; however, task orders will limit the total cost and compensation for each task identified. Although some work tasks are multi-year, work identified in the subsequent Task orders shall be for one (1) year periods beginning on July 1, and ending on June 30, annually. Each task order will include an " Effort Schedule by Task, Subtask, and Timeline."

**V. Payments & Compensation.**

The Parties agree that Task orders will be paid on a cost reimbursement basis, based upon quarterly invoicing for periods ending in September, December, March, and June. University will perform all work and will obtain and provide, without additional cost to CPRC beyond the total costs identified in task orders, all labor, materials, equipment, transportation, facilities, services, permits, expenses, and licenses necessary to perform the Work. CPRC will pay the University for actual cost incurred and for the Work completed as follows: Payment is for the percentage completion of the tasks performed and for a maximum amount for certain reimbursable expenses, all as shown in the task orders. Payment for tasks performed and associated expenses shall not exceed the amounts for completion of each individual subtask as shown on the task order unless the task orders are modified as described hereafter. Task orders modifications that redistribute the amount of work, and/or compensation for such work, within or amongst the subtasks

within an executed task order may be made in writing by the MPO Executive Director and shall be mutually agreed to by the University. CPRC is not obligated to pay the University any payments, fees, expenses, or compensation other than those authorized by an executed task order. Actual effort expended on the work will be reported by the University in accordance with the University's approved effort reporting system.

#### **VI. University's Billings to CPRC.**

The University must send quarterly invoices to CPRC when each task is completed, pursuant to this CSA. Each invoice shall provide, to the reasonable satisfaction of the CPRC, such information as described herein and in the associated executed task order. At a minimum, each invoice shall be followed by a progress report documenting the nature of the work performed, the subtask to which the labor or expense is attributed, breakdown of labor/effort expended. Each invoice shall include the total amount of compensation claimed for that subtask since the inception of the task order and a summary table showing the amount invoiced. University shall submit an invoice marked "Final Invoice" within 30 days following the end of each fiscal year (June 30). Within 30 days after the CPRC receives an invoice, CPRC will send the University a check-in payment for all undisputed amounts contained in the invoice that have been billed in accordance with this CSA. Payment shall not be deemed acceptance of the work for the purposes of the CPRC's determination as to whether the work is of acceptable quality. The Parties agree that the work performed hereunder will represent the University's good faith efforts and will be of the highest professional standards and quality. Notwithstanding any other provision of this CSA or task order, the CPRC may withhold an amount consisting of ten (10%) percent of the not-to-exceed figure in the Task order until all work has been performed and completed under the task order to CPRC's satisfaction. No withholding shall occur for deliverables delayed due to CPRC reviews, CPRC lack of response to information requests deemed critical to complete a task, or due to third party reasons outside of the control of the University.

The CPRC shall reimburse University by mailing checks made out to the NCSU Office of Contracts and Grants, CB 7214, Raleigh, NC 27695-7214.

#### **VII. Audits and Record Retention.**

The University must make all persons and records associated with the work available to the CPRC, the N.C. State Auditor, the U.S. Comptroller General or any of their authorized representatives for review and audit for a period of three (3) years past the date of the final invoice.

#### **VIII. Deliverables, Work Products, Input and Output data, Software and Programs.**

The University shall submit to the CPRC the deliverables, work products, technical memoranda and/or reports described in task orders, as well as associated work programs, including all applicable data sets, software, routines, software source code and scripts, and other documentation necessary to configure, calibrate, validate, test run and maintain the model. The SPARCS office shown below in Section XVI will render assistance on behalf of the University if technical reports or deliverables are delinquent.

#### **IX. CPRC Work Performance**

If the University fails to perform the work to a quality expected by the CPRC, the CPRC may, in its discretion, to bring the project closer to the schedule, perform or cause to be performed some or all the work, and doing so does not waive any of CPRC's rights and remedies.

Before doing so, the CPRC shall first give the University a 30-day written notice of its intention by certified mail, return receipt requested. The CPRC may declare the University in breach of the CSA if the University fails to cure such breach within said 30-day receipt of written notification. In such an event, the University will only be compensated for those subtasks specified in the subject Task order or any individual task assignment, which has been completed as of the date of breach. In the event partial payment has been made for such services not completed, the University shall return such sums to the CPRC within 30 days after receipt of written notice, by certified mail, return receipt requested that said sums are due.

**X. Insurance and Public Liability**

To the extent permitted and, in the manner, prescribed under applicable law including but not limited to the North Carolina Tort Claims Act, GS § 143-291, et seq. for the University, CPRC and University agree to each be responsible for their own negligence and the negligence of their employees and agents. Neither CPRC nor University waive any rights or defenses under applicable law, nor do they waive any defense of sovereign immunity except to the extent provided in applicable law. CPRC employees University employees and/or students are not considered employees or agents of the other party. During the term of this CSA, the University shall maintain, at its expense, insurance as provided by the State of North Carolina, a summary of which is attached to each task order as Attachment 3. During the term of this CSA, the University must comply with the workers' compensation laws of the state where the work is performed.

**XI. Exhibits.**

The following exhibits are made a part of this CSA:

Exhibit A, Project Description;

Exhibit B, Federal Regulatory and Programmatic Requirements for Federal Flow-through Funding;

Exhibit C, Clauses for Contracts involving Federal Financial Assistance; and

Exhibit D, Task order Template.

**XII. Purchase Orders.**

If any provisions stated in this CSA, require that CPRC issue purchase orders (contemplated on occasion as a functional aspect of CPRC's accounting and procurement system), and/or any resulting task orders are in conflict, the order of precedence of contract terms and conditions, beginning with the first to last, shall be (1) this CSA, (2) any resulting Task orders, and (3) CPRC's purchase order. The Parties understand and agree that any purchase order issued by the CPRC will establish a mechanism for payment of any sums due and owing hereunder. Notwithstanding any of the terms and conditions contained in said purchase order, the purchase order will in no way modify or add to the terms and conditions of this CSA.

**XIII. Termination for Convenience ("TFC").**

The CPRC may terminate this CSA without cause, at any time upon 30 days written notice to the University. Upon receipt of notification, the University must proceed in an orderly fashion to limit or terminate any outstanding commitments to which it is legally obligated, and/or to conclude the work due at the time of termination. The CPRC shall reimburse the University for all costs and obligations incurred in performance of the work prior to termination. The University may terminate performance if circumstances beyond its control preclude the work continuation. If the University terminates, then the University must reimburse the CPRC all unexpended funds, except for those funds needed to pay for legally binding obligations and costs incurred.

- A. Without limiting any party's right to terminate for breach, the CPRC may, without cause, and in its discretion, terminate this CSA for convenience by giving the University written notice that refers to this section. TFC is effective at the time indicated in the notice. The DCHC MPO Executive Director may terminate the CSA under this section without DCHC MPO Board action.
- B. Obligations. Upon TFC, all obligations that are still executory on both sides are discharged except that any right based on prior breach or performance survives, and the indemnification provisions and the section of this CSA titled Trade Secrets and Confidentiality remains in force. At the time of TFC or as soon afterwards as is practical, the University must give the CPRC all work, including partially completed work. In case of TFC, the University must follow the CPRC's instructions as to which sub-CSAs to terminate.
- C. Payment. Within 20 days after TFC, the CPRC shall pay the University a \$100 TFC fee and reimburse the University for all work performed except to the extent previously paid for. The CPRC must pay the part of the total cost for each task order that reflects the percentage of completion attained for that task order. The University is not entitled to any payment except as stated in this section because of TFC, whether based on overhead (excluding the indirect costs that are budgeted and allowable as included in task orders), profit, damages, other economic loss, or otherwise.

#### **XIV. Project Director.**

A project director will supervise the University's work. If for any reason the project director is unable to continue to serve and a successor acceptable to both parties is not available, this CSA may be terminated as hereinafter provided.

#### **XV. Disputes.**

In the event of a dispute regarding any matter covered by this CSA and any associated task order, that is not disposed of by mutual agreement, the parties hereto may terminate or may pursue other remedies as may be appropriate to resolve the dispute.

#### **XVI. Notices**

- A. All notices and other communications required or permitted by this CSA shall be in writing and shall be given either by personal delivery, email, facsimile with telephone confirmation, or certified United States mail, return receipt requested, addressed as follows:

##### **For the CPRC and DCHC MPO:**

Doug Plachcinski, DCHC MPO Executive Director  
4307 Emperor Blvd., Suite 110  
Durham, NC 27703  
Phone: (919) 503-4123  
FAX: (919) 549-9390  
Email: [doug.plachcinski@dchcmpo.org](mailto:doug.plachcinski@dchcmpo.org)

##### **For the University:**

Sponsored Programs & Regulatory Compliance Services ("SPARCS") ATTN: Sherrie Settle or another Authorized Representative



6701 Wolf Village Way, Suite 240  
Campus Box 7514  
Raleigh, NC 27695-7514  
FAX: (919) 515-7721  
Phone: (919) 515-2444  
Email: sps@ncsu.edu

- B. Change of Address. Date Notice Deemed Given. A change of address, fax number, or person to receive notice may be made by either party by notice given to the other party. Any notice or other communication under this CSA shall be deemed given at the time of actual delivery, if it is personally delivered, emailed, and subsequently opened and read, or sent by fax and confirmed by telephone. If the notice or other communication is sent by United States mail, it shall be deemed given upon actual delivery.

#### **XVII. Trade Secrets and Confidentiality**

The request for proposals section titled "Trade Secrets and Confidentiality" shall apply to any Trade Secrets disclosed to the CPRC during the process leading to the parties' entering this CSA, except as prohibited by North Carolina law. This section shall remain in force despite termination of this CSA (whether by expiration of the term or otherwise) and termination of the services of the University under this CSA. The word "Proposer" used in that section shall mean the "University."

#### **XVIII. Liability**

- A. To the extent permitted and, in the manner, prescribed under applicable law, including but not limited to the North Carolina Tort Claims Act, GS § 143- 291, et. seq., the University is responsible for its negligence and the negligence of its employees and agents.
- B. Survival. This section shall remain in force despite termination of this CSA (whether by expiration of the term or otherwise) and termination of the services of the University under this CSA.

#### **XIX. Documents, Models, Output Programs and Work Products Ownership**

The Triangle Regional Model (TRM) and associated updates, enhancements, improvements, work products, scripts, datasets, sub-models, programs, GIS and geographic data, including any incomplete work, including all associated intellectual property rights to such work product, is jointly owned by the CPRC, the University, and other stakeholders, the Town of Cary, the Triangle Transit Authority, and NCDOT. The University is responsible for taking all steps necessary to provide such work and incomplete work to the CPRC such form as the CPRC requests in accord with the task order. Neither party transfers by operation of this CSA or subsequent task order any patent rights or copyright rights either party now owns or hereafter acquires in the performance of the work. Subject to the rights of the federal Government, University grants to the CPRC, and other stakeholder joint ownership of the deliverables resulting from the work identified in task orders and subsequent approved work programs, including all data sets software source code and scripts and documentation necessary to configure, calibrate and run the model. CPRC will have access to, and joint ownership of, all internal documentation, files, data sets, source code and scripts developed while producing the deliverables. A deliverable is a tangible work product item like a report, a guidebook, a training manual, or a data set. The University, CPRC, and other parties jointly own results and all intellectual property created during work performance under this CSA (e.g. copyrighted works, data, or software). The University will not distribute for profit or reproduce for profit or allow others to profit from the deliverables created by the work under this CSA. Also, the University must not engage in services for profit or allow others to profit from the models and associated deliverables and work products created by the Work under



this CSA.

## **XX. Inventions**

If the University makes an invention or discovery while performing work under this CSA, then the University agrees to disclose such invention to the other parties and to enter good faith negotiations to establish the respective rights in said invention in accordance with 35 U.S.C. 206, codified at 37 CFR 401.

## **XXI. Confidentiality and Protected Information**

- A. The parties do not anticipate that the CPRC will need to disclose any confidential, protected, or Export Controlled information to University in order to complete the work. The parties agree that the work will not involve gathering or generating any such information. The parties agree that if confidential or protected information does become involved, that the parties agree to manage said information in accordance with Section XXI (C.).
- B. The University may acquire other information exempt from the NC Public Records Act, the Freedom of Information Act (FOIA) (5 U.S.C. § 552, as amended), or otherwise protected by law from disclosure. The University agrees to keep such records confidential in accordance with Section XXI (C.) and not make the records or information available to any individual or organization without the prior written approval of the sponsor.
- C. During performance, it may be necessary for one party to disclose information that for business reasons is proprietary and confidential to the disclosing party. All such information must be disclosed by the disclosing party in writing and designated as confidential or, if disclosed orally, must be identified as confidential at the time of disclosure, and confirmed in writing and designated as confidential within thirty (30) days of disclosure. The receiving party must use a reasonable degree of care to prevent the inadvertent, accidental, unauthorized, or mistaken disclosure or use by its employees of confidential information disclosed hereunder. Except as otherwise provided herein, for a period of three (3) years following the disclosure date, the receiving party agrees to use the business confidential information only for purposes of this CSA and further agrees that it will not disclose or publish such information except that the restrictions of this subsection do not apply to:
  - 3. Information which is or becomes publicly known through no fault of the receiving party;
  - 4. Information learned from a third party entitled to disclose it;
  - 5. Information already known to or developed by receiving party before receipt from disclosing party, as shown by receiving party's prior written records;
  - 6. Information for which receiving party obtains the disclosing party's prior written permission to publish or which is disclosed in the necessary course of the prosecution of patent applications based upon inventions developed pursuant to this CSA;
  - 7. Information required to be disclosed by court order or operation of law, including, but not limited to, the North Carolina Public Records Act; or
  - 8. Information that is independently developed by the receiving party's personnel who are not privy to the disclosing party's confidential information.

## **XXII. Publications**

The University has the right to publish work results with citation and attribution according to University policy. University must furnish the CPRC with a copy of any proposed publication or public disclosure,

at least 30 days prior to committing to such publication or public disclosure to allow the CPRC to review the publication for proprietary, confidential, or protected information. The University agrees to acknowledge the support of the CPRC in any publication or public disclosure.

### **XXIII. Use of Names**

The parties will not use the name of the other in any form of advertising, publicity, or in connection with the sale of any product without written permission.

### **XXIV. Independent Parties**

For purposes of this CSA and subsequent task orders, the parties are independent contractors, and neither may be considered an agent or an employee of the other at any time or for any purpose. This CSA does not create any type of joint venture, partnership, or like relationship between the parties. The Federal Government is not subject to any obligations or liabilities to the University, any sub-recipient at any tier, or any third party not named as a party to the CPRC's federal funding agreement.

### **XXV. Assignments and Subawards**

This CSA is binding upon and inures to the benefit of the parties and may be assigned only to the successors to substantially the entire business and assets of the respective parties. Any other assignment or subaward by either party without the prior written consent of the other party is void. The University agrees to flow down all the applicable provisions of the Federal funding agreement as provided in this CSA, to subrecipients at any tier.

### **XXVI. Entire Agreement; Additional Contracts Incorporated**

Unless otherwise specified herein and otherwise modified by subsequent task orders, this CSA embodies the entire understanding of the parties for this work. It supersedes any prior or contemporaneous representations, either oral or written. No modifications to this CSA are effective unless made in writing and signed by authorized representatives of the parties. By signing this CSA, the University official certifies, to the best of his/her knowledge and belief, that the University is in compliance with all the Certifications and Assurances set forth in Exhibit B. The university agrees that should their status on any Certification or Assurance change, they will immediately notify the CPRC in writing.

### **XXVII. Miscellaneous**

- A. Choice of Law and Forum. This CSA is deemed made in Durham County, North Carolina. This CSA shall be governed by and construed in accordance with the law of North Carolina. The exclusive forum and venue for all actions arising out of this CSA shall be the North Carolina General Court of Justice, in Durham County. Such actions shall neither be commenced in nor removed to federal court. This section shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this section.
- B. Waiver. No action or failure to act by the CPRC shall constitute a waiver of any of its rights or remedies that arise out of this CSA, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.
- C. Performance of Government Functions. Nothing contained in this CSA shall be deemed or construed to in any way stop, limit, or impair the CPRC from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.
- D. Severability. If any provision of this CSA is unenforceable, the remainder of this CSA is enforceable to the extent permitted by law.
- E. Assignment. Successors and Assigns. Without the CPRC's written consent, the University shall

not assign (which includes to delegate) any of its rights (including the right to payment except for the case of delinquent payments) or duties that arise out of this CSA. The DCHC MPO Executive Director may consent to an assignment without action by the DCHC MPO Board. Unless the CPRC otherwise agrees in writing, the University and all assignees shall be subject to all the CPRC's defenses provided in this CSA and shall be liable for all the University's duties that arise out of this CSA and all the University's claims that arise out of this CSA. As an agency of the sovereign State of North Carolina, the University cannot agree to be liable for the CPRC's claims. Notwithstanding the foregoing, the University agrees that it shall not hold the CPRC liable for the acts, negligence, and omissions of the University's employees. Without granting the University the right to assign, it is agreed that the duties of the University that arise out of this CSA are binding upon it and its heirs, personal representatives, successors, and assigns.

- F. Compliance with Law. In performing the work, the University shall comply with all applicable law.
- G. CPRC Policies. The University must adhere to applicable CPRC policies in performing the work.
- H. EEO Provisions. During the performance of this CSA the University agrees as follows:
  - 1. The University shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. The University shall take affirmative action to ensure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The University shall post in conspicuous places, available to employees and applicants for employment, notices setting forth EEO provisions.
  - 2. The University shall in all solicitations or advertisement for employees placed by or on behalf of the University, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap.
  - 3. The University shall send a copy of the EEO provisions to each labor union or representative of workers with which it has a collective bargaining CSA or other CSA or understanding.
  - 4. In the event of the University's noncompliance with these EEO provisions, the CPRC may cancel, terminate, or suspend this CSA, in whole or in part, and the CPRC may declare the University ineligible for further CPRC task orders.
  - 5. The University shall adhere to the State of North Carolina's EEO policies and procedures on every purchase order for goods to be used in performing this CSA and in every sub-agreement or task order related to this CSA so that these EEO provisions will be binding upon such sub-consultants and vendors.
- I. Prompt Payment to Sub-consultants. Within 30 days of receipt by the University of each payment from the CPRC under this CSA, the University shall pay all sub-consultants (which term includes sub-consultants and suppliers) who submitted an appropriate invoice based on work completed or service provided under a task order sub-agreement. By appropriate litigation, sub-consultants shall have the right to enforce this subsection:
  - 1. Directly against the University, but not against the CPRC. If the CPRC determines that it is appropriate to enforce this subsection a., the CPRC may withhold the sums

estimated by the DCHC MPO Executive Director to be sufficient to pay the invoice from progress or final payments to the University.

2. Nothing in this section shall prevent the University at the time of invoicing, application, and certification to the CPRC from withholding invoicing, application, and certification to the CPRC for payment to the sub-consultant for unsatisfactory job progress; defective goods, services, or construction not remedied; disputed work; third-party claims filed or reasonable evidence that such a claim will be filed; failure of the sub-consultant to make timely payments for labor, equipment, and materials; damage to the University or another sub-consultant; reasonable evidence that the sub-agreement cannot be completed for the unpaid balance of the sub-agreement sum; or a reasonable amount for retainage not to exceed 10%.
  3. The CPRC may require, as a prerequisite to making progress or final payments, that the University provide statements from any subconsultants regarding the status of their accounts with the University. The statements shall be in such format as the DCHC MPO Executive Director reasonably requires, including notarization if so specified.
- J. Limited Third-Party Rights Created. This CSA is intended for the benefit of the CPRC and the University and not any other person, except otherwise expressly stated in this contract.
- K. Principles of Interpretation and Definitions. In this CSA, unless the context requires otherwise:
1. The singular includes the plural and the plural the singular. The pronouns "it" and "its" include the masculine and feminine. References to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation. References to CSAs and agreements shall be deemed to include all amendments to them. The words "include," "including," etc. mean include, including, etc. without limitation.
  2. References to a "Section" or "section" shall mean a section of this CSA.
  3. "CSA" refers to this instrument.
  4. Titles of sections, paragraphs, and articles are for convenience only, and shall not be construed to affect the meaning of this CSA.
  5. "Duties" includes obligations.
  6. The word "person" includes natural persons, firms, companies, associations, partnerships, trusts, corporations, governmental agencies and units, and other legal entities.
  7. The words "shall" and "must" are mandatory.
  8. The word "day" means calendar day.
- L. Modifications. Entire CSA. A modification of this CSA is not valid unless signed by both parties and otherwise in accordance with requirements of law. Further, except for minor modifications to the subtasks of the work described in Section IV. above, a modification is not enforceable against the CPRC unless the DCHC MPO Executive Director signs it for the CPRC. This CSA contains the entire agreement between the parties pertaining to the subject matter of this CSA. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed, or implied, between the parties, other than as set forth or referenced in this CSA.

M. E-Verify Requirements. If this contract is subject to NCGS 143-133.3, the contractor and its subcontractors shall comply with the requirements of Article 2 of Chapter 64 of the NCGS.

IN WITNESS WHEREOF, the CPRC and the University have caused this CSA to be executed by their respective duly authorized agents or officers under seal themselves the day and year heretofore set out, in triplicate, on the part of the CPRC and the University by authority duly given, as evidenced by the attached certified copy of resolution, ordinance, or charter provision.

IN WITNESS WHEREOF, the parties hereto have executed this CSA effective as of July 1, 2023.

NORTH CAROLINA STATE UNIVERSITY

THE CENTRAL PINES REGIONAL COUNCIL

NAME: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

This instrument was pre-audited in the manner required by the Local government Budget and Fiscal Control Act.

CPRC CFO: \_\_\_\_\_

**Exhibit A**  
**Project Abstract**

The Triangle Regional Model Service Bureau at the Institute for Transportation Research and Education (ITRE) provides technical services in the development and maintenance of the TRM for four sponsoring agencies The Capital Area Metropolitan Planning Organization, the Durham-Chapel Hill-Carrboro Metropolitan Planning Organization, GoTriangle, and the North Carolina Department of Transportation. The primary services provided under an annual work program include overseeing the development of the TRM through contracted services, overseeing the collection of travel behavior survey data, supporting TRM Stakeholders through model maintenance and application support, implementing improved reporting tools to support MTP targets, exploring model enhancements, providing management of TRM related data, managing the regional STOPS model, and performing data analytics to support systems analysis in the region.

**Exhibit D**

**Task Order Template**

Comprehensive Services Agreement Number **2021-2506**

By and Between

THE CENTRAL PINES REGIONAL COUNCIL and NC STATE UNIVERSITY

Upon execution by the parties below, the Work specified herein is funded and authorized. The executed Comprehensive Services Agreement number **2021-2506** is incorporated herein by reference in its entirety throughout the performance period. Any capitalized term not otherwise defined in this task order shall have the definition ascribed to it in the CSA.

TASK ORDER Number: \_\_\_\_\_ ☐ New ☐ Modification No. ....

NC STATE UNIVERSITY	THE CENTRAL PINES REGIONAL COUNCIL
<p>2601 Wolf Village Way, Suite 240 Raleigh, NC 27695</p> <p>For Contract:</p> <p>Sponsored Programs &amp; Regulatory Compliance Services, Box 7514</p> <p>For Remittance:</p> <p>Office of Contracts and Grants Box 7214</p> <p>TIN/EIN: 56-6000756 DUNS: 04-209-2122</p>	<p>4307 Emperor Boulevard Suite 110 Durham, NC 27703</p> <p><a href="mailto:Doug.Plachcinski@dchcmpo.org">Doug.Plachcinski@dchcmpo.org</a> (919) 503-4113</p>
<p>Principal Investigator:</p> <p>Leta Huntsinger <a href="mailto:lfhuntsi@ncsu.edu">lfhuntsi@ncsu.edu</a> Phone: (919) 515-8625</p> <p>Administrative:</p> <p>Sherrie Settle <a href="mailto:sps@ncsu.edu">sps@ncsu.edu</a> Phone: (919) 515-2444</p>	<p>DCHC MPO Executive Director:</p> <p>Doug Plachcinski Email: <a href="mailto:Doug.Plachcinski@dchcmpo.org">Doug.Plachcinski@dchcmpo.org</a> Phone: (919) 503-4113</p> <p>Administrative:</p> <p>Jenny Halsey <a href="mailto:jhalsey@centralpinesnc.gov">jhalsey@centralpinesnc.gov</a> (919) 558-9343</p>
Description/Purpose of This Action:	



Period of Performance:	Funding Information in United States Dollars:
Start Date:	a. Amount Funded This Action \$0
(Spending authorized up to 60 days prior to Start Date)	b. Amount Prior Funding \$0
End Date:	c. Total Sponsored Funds to Date \$0

Invoicing Frequency: \_\_\_ Monthly \_\_\_ Quarterly \_\_\_ Other Specify:

A final invoice will be provided to Sponsor not later than ninety (90) days after Task order end date.

University shall submit invoices to the following address:

Central Pines Regional Council  
ATTN: Doug Plachcinski  
4307 Emperor Boulevard, Suite 110  
Durham, NC 27703  
Phone: (919) 503-4113  
[Doug.Plachcinski@dchcmpo.org](mailto:Doug.Plachcinski@dchcmpo.org)

Technical Reporting Requirements: \_\_\_ Quarterly; \_\_\_ Biannually; \_\_\_ Annually; \_\_\_ Final  
(90 days post termination)

Special Terms and conditions: PI may revise the estimated budget as required with no increase in Total Funded amount.

Attachments Incorporated:

☐ # 1: Background and Purpose; Contract Period and Schedule; Statement of Work;

☐ # 2: Budget;

☐ # 3: Certificate of Insurance

Each signatory below certifies that they are authorized to execute legally binding commitments on behalf of their named party.

NORTH CAROLINA STATE UNIVERSITY:	THE CENTRAL PINES REGIONAL COUNCIL:
SIGNATURE: _____	SIGNATURE: _____
NAME: _____	NAME: _____
TITLE: _____	TITLE: _____
DATE: _____	DATE: _____

