

**Pueblo Area Council of Governments  
Regional Travel Model/Travel Model Data  
RELEASE AGREEMENT**

This Release Agreement is made and entered into by and between the undersigned recipient and the Pueblo Area Council of Governments (PACOG) with respect to PACOG's release to recipient of a copy of PACOG's regional travel model/travel model forecast data (forecast).

**The recipient hereby acknowledges and agrees as follows:**

PACOG is providing the compiled model, associated input data files, and installation instructions as well as unaltered, full-precision input/output from the PACOG *Pueblo Planning Model* (PPM) for the following years:

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at the request of the Recipient for use with the following project (the "Project"):

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PACOG forecasts are developed and analyzed at a regional level of detail commensurate with our planning mandates and responsibilities. As consideration for the release to the Recipient of the forecast data, the Recipient agrees to all terms and conditions of release described in this Release Agreement.

This Release Agreement gives to the Recipient solely a non-exclusive revocable license to use, as limited herein, the forecast data. Recipient agrees that the forecast data is the sole property of PACOG and that the data shall not be sold or used for any purpose not related to the uses and purposes set forth in this Release Agreement without the prior written permission of PACOG.

The forecast data provided is intended for the Recipient's use in this Project only, which may include the presentation of this Project's forecast results to the public. PACOG provides this information on an "as is" basis and makes no guarantee, representation or warranty; either express or implied, that the forecasts will be error free. PACOG further makes no guarantees, representations or warranties, either express or implied, as to the completeness, accuracy or correctness of the forecasts, or as to the merchantability or fitness of the data for a particular use or purpose. For environmental studies or alternatives analyses, PACOG recommends using the *Focus* or *Compass* travel demand models directly, but still tempering results by observed values, so that appropriate comparisons can be made among alternatives.

Recipient is expected to be familiar with the operation, analysis, assumptions and limitations of travel demand models. PACOG's model consultant is available to advise users of data limitations. Recipients are expected to make use of available publications and guidance on the refinement and presentation of travel demand model forecasts, such as is available from National Cooperative Highway Research Program (NCHRP) Reports 255 and 765 regarding the use of regional travel demand models for corridor- and project-level studies.

That is, determination of estimated future year traffic volumes must be based on the change between base year and future year forecasts. The PPM is calibrated according to the guidance in the current version of the Federal Highway Administration's (FHWA's) Model Validation and Reasonableness Checking Manual.

Because of the uncertainties inherent in travel demand models, the forecasts provided contain more internal decimal places (precision) than are justified by model accuracy. For publication purposes, forecast recipients are encouraged to use their own professional engineering judgment in making post-model adjustments and rounding. (Table 4-8 of NCHRP Report 765 offers guidance for rounding.) PACOG travel model forecasts are generally based on the PACOG Fiscally-Constrained Long Range Plan Transportation System. The model and its inputs are updated periodically to incorporate the most recent planning assumptions and other information. PACOG makes no guarantee of forecast consistency from forecast cycle to forecast cycle.

Recipient agrees to cite raw or adjusted PPM model forecasts by crediting PACOG and identifying the forecast cycle and forecast year for which the results are presented. PACOG will identify the forecast cycle (e.g. 2040 LRTP\_2016) when transmitting the forecast data. Recipient further agrees to identify any parties making further adjustments to PPM model forecasts as provided. Such adjusted forecasts shall not be presented as having been generated, reviewed or approved by PACOG.

Data requests will be accepted and processed as staffing availability and agency priorities permit. Requests by member governments, planning partners, and their agents have priority over requests by others. PACOG prefers to make PPM model forecasts available in their native TransCAD format. Requests to convert forecasts to other file formats, such as ESRI shape file, dBase, or comma-separated value files will be considered, but may result in longer processing times.

PACOG makes every effort to produce accurate, reliable forecasts. However, travel demand forecasting is subject to inherent uncertainty. Further, the *Focus* model relies on random simulation. PACOG welcomes reports of unexpected or unusual forecast results by recipients. PACOG will attempt to identify the source of such unusual result and may make appropriate corrections at the next model update cycle.

To the extent permitted by law, the recipient shall indemnify and hold harmless PACOG, its officers, employees and agents, against any and all claims, damages, liability and court awards, including all costs, expenses, and attorney's fees, arising out of recipient's performance or non-performance of this Release Agreement or from the recipient's use of the forecast data.

PACOG retains the right to change, update, or withdraw permission to use the forecast data and to terminate this Release Agreement without notice at any time for any or no reason. In the event of termination, recipient shall return to PACOG all copies of the forecast data and any other files and information released pursuant to hereto without penalty or right to cause of action or recourse against PACOG.

All terms and conditions of this Release Agreement shall be binding upon recipient and any employee, agent or third-party of recipient. Any breach of duties or obligations specified herein by any of recipient's employees, agents or third parties shall be deemed to be a breach on the part of the recipient.

The laws of the State of Colorado and any applicable rules and regulations issued pursuant thereto shall be applied in the interpretation, execution and enforcement of this Release Agreement. The terms of this Release Agreement are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term of provision hereof.

This Release Agreement is intended as the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless embodied herein in writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a written amendment signed by both parties. Any PACOG waiver of any alleged breach by the recipient or third-party agents of the recipient is not to imply a waiver of any subsequent breach.

All notices required and permitted pursuant to this Release Agreement shall be in writing and shall be deemed given when personally served or three days after deposit in the United States Mail, postage prepaid, registered or certified, return receipt requested, and addressed to the party to whom notice is intended to be given.

The recipient warrants that it possesses the legal authority to enter into this Release Agreement. The undersigned also warrants that she/he is duly authorized to enter into this agreement on behalf of the recipient and to bind the recipient to its terms and conditions.

In no event shall PACOG, its member governments, or their officers, agents or employees be liable to Recipient for damages, including without limitation, compensatory, punitive, indirect, special or consequential damages, resulting from or arising out of the release of data or information to Recipient. By signing this Agreement, Recipient hereby waives and discharges PACOG, its member governments and their officers, agents and employees from all claims for any and all such damages.

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Forecast data recipient NAME HERE

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SIGNER AND TITLE

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Recipient address and phone number

Accepted by PACOG \_\_\_\_\_

Date \_\_\_\_\_