

**AGREEMENT BETWEEN
CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY
AND
ITERIS, INC.**

This Agreement is entered into by and between the City/County Association of Governments of San Mateo County, a joint powers agency whose members include the County of San Mateo and the twenty incorporated cities and towns within San Mateo County (“C/CAG”) and Iteris, Inc. (“Consultant”) (together the “Parties”) on December 15, 2025.

RECITALS

C/CAG is the Congestion Management Agency for San Mateo County; and

C/CAG has determined that consultant services are needed to assist C/CAG with system integration and development of incident response plans for the Northern Cities Smart Corridor (“Project”); and

The purpose of the Project is to integrate the Northern Cities Smart Corridor segment to the San Mateo County Smart Corridor network, develop incident response plans for the Northern Cities Smart Corridor, and revise and update existing Smart Corridor incident response plans; and

C/CAG has determined that Consultant has the requisite qualifications to perform this work; and The total amount available to Consultant under this Agreement is not to exceed \$425,000; and by adoption of RESOLUTION 25-22, the C/CAG Board of Directors authorized the C/CAG Executive Director to execute an agreement with Consultant to provide the services described in Exhibit A, Scope of Work.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **Services to be provided by Consultant.** In consideration of the payments set forth in this Agreement and in Exhibit B, Consultant shall provide services for C/CAG in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A, Scope of Work, attached hereto (the “Services”).

In the performance of its services, Consultant represents that it has and will exercise the degree of professional care, skill, efficiency, and judgment of consultants with special expertise in providing such services, and Consultant represents that it carries and will maintain all applicable licenses, certificates, and registrations needed for the work in current and good standing.

2. **Payments.** In consideration of the services rendered with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, C/CAG shall make payment to Consultant based on the rates and in the manner specified in Exhibit B, Project Budget. C/CAG reserves the right to withhold payment if C/CAG determines that the quantity or quality of the work performed is unacceptable. In no event shall C/CAG’s total fiscal obligation under this

agreement exceed four hundred and twenty-five thousand dollars (\$425,000). Payments shall be made to Consultant monthly, upon submission of an invoice by Consultant that has been reviewed and approved by C/CAG and identifies expenditures and describes services performed and percentage of deliverables completed. C/CAG shall have the right to receive, upon request, documentation substantiating charges billed to C/CAG.

3. **Term.** Subject to compliance with all terms and conditions, the term of this Agreement shall be from December 15, 2025 to December 31, 2026.
4. **Termination.** This Agreement may be terminated by the C/CAG Executive Director at any time for any reason by providing 30 days' notice to Consultant. Subject to availability of funding, Consultant shall be paid for all services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work actually completed to the work required by the Agreement.

C/CAG may terminate this Agreement or a portion of the services referenced in the Exhibits based on the unavailability of federal, State, or other outside funds by providing written notice to Consultant as soon as is reasonably possible after C/CAG learns of said unavailability of outside funding.

C/CAG may also terminate this Agreement for cause. In order to terminate for cause, C/CAG must first give Consultant notice of the alleged breach. Consultant shall then have five business days after receipt of such notice to respond and a total of ten calendar days after receipt of such notice to cure the alleged breach. If Consultant fails to cure the breach within this period, C/CAG may immediately terminate this Agreement without further action. The option available in this paragraph is separate from the ability to terminate without cause with appropriate notice described above. In the event that C/CAG provides notice of an alleged breach pursuant to this section, C/CAG may, in extreme circumstances, immediately suspend performance of services and payment under this Agreement pending the resolution of the process described in this paragraph. C/CAG has sole discretion to determine what constitutes an extreme circumstance for purposes of this paragraph, and C/CAG shall use reasonable judgment in making that determination.

5. **Progress Reports.** Consultant shall provide C/CAG with progress reports according to the schedule and forms approved by the C/CAG Project Manager.
6. **Key Personnel.** The key personnel to be assigned to this work by the Consultant and, if applicable, their hourly rates and the estimated hours to be supplied by each are set forth in Exhibit C, Key Personnel Assignments, attached hereto and incorporated herein by this reference. Substitution of any of the personnel named in Exhibit C or a decrease in the hours provided to the project by such personnel of more than 10% requires the prior written approval of the C/CAG Project Manager or a designee. Consultant shall maintain records documenting compliance with this Section, and such records shall be subject to the audit requirements of Section 14. Consultant agrees that all personnel assigned to this work will be professionally

qualified for the assignment to be undertaken. C/CAG reserves the right to direct removal of any individual, including key personnel, assigned to this work.

7. **Contract Materials.** Upon expiration or termination of this Agreement, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as “contract materials”) prepared by Consultant under this Agreement shall become the property of C/CAG and shall be promptly delivered to C/CAG. Upon termination, Consultant may make and retain a copy of such contract materials if permitted by law. Consultant shall not be liable for C/CAG’s use, modification or re-use of products without Consultant’s participation or for purposes other than those specifically intended pursuant to this Agreement.
8. **Relationship of the Parties.** Consultant agrees and understands that the work and/or services performed under this Agreement are performed as an independent contractor and not as an employee of C/CAG and that neither Consultant nor its employees acquire any of the rights, privileges, powers, or advantages of C/CAG employees.
9. **Assignability and Subcontracting.** Consultant shall not assign this Agreement or any portion of it to a third party, or subcontract with a third party, to provide services required by Consultant without the prior written consent of the C/CAG Executive Director. Any such assignment or subcontract without the C/CAG Executive Director’s prior written consent shall give C/CAG the right to automatically and immediately terminate this Agreement without penalty or advance notice.
10. **Hold Harmless/Indemnity.**
 - a. *General.* Consultant shall indemnify and hold harmless C/CAG and its officers, agents, employees, and servants from and against any and all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Consultant under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following: (A) injuries to or death of any person, including Consultant or its employees/officers/agents; (B) damage to any property of any kind whatsoever and to whomsoever belonging; (C) any sanctions, penalties, or claims of damages resulting from Consultant’s failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or (D) any other loss or cost. However, Consultant’s duty to indemnify and hold harmless under this Section shall not apply to injuries or damage for which C/CAG has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Consultant to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

- b. *Intellectual Property.* Consultant hereby certifies that it owns, controls, and/or licenses and retains all right, title, and/or interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and/or other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets (collectively referred to as “IP Rights”) except as otherwise noted by this Agreement.

Consultant warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Consultant shall defend, indemnify, and hold harmless C/CAG from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party’s IP Rights provided any such right is enforceable in the United States. Consultant’s duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) C/CAG notifies Consultant promptly in writing of any notice of any such third-party claim; (b) C/CAG cooperates with Consultant, at Consultant’s expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Consultant retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Consultant shall not have the right to settle any criminal action, suit, or proceeding without C/CAG’s prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on C/CAG, impair any right of C/CAG, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of C/CAG without C/CAG’s prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Consultant’s opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes C/CAG’s reasonable use of the services under this Agreement to be seriously endangered or disrupted, Consultant shall, at Consultant’s option and expense, either: (i) procure for C/CAG the right to continue using the services without infringement or (ii) replace or modify the services so that they become non-infringing but remain functionally equivalent.

Notwithstanding anything in this Section to the contrary, Consultant will have no obligation or liability to C/CAG under this Section to the extent any otherwise covered claim is based upon: (a) any aspects of the services under this Agreement which have been modified by or for C/CAG (other than modification performed by, or at the direction of, Consultant) in such a way as to cause the alleged infringement at issue; and/or (b) any aspects of the services under this Agreement which have been used by C/CAG in a manner prohibited by this Agreement.

The duty of Consultant to indemnify and save harmless as set forth by this Section shall

include the duty to defend as set forth in Section 2778 of the California Civil Code.

11. Insurance.

- a. *General Requirements.* Consultant or its subconsultants performing the services on behalf of Consultant shall not commence work under this Agreement until all insurance required under this section has been obtained. Consultants shall use diligence to obtain such insurance. Consultant shall furnish C/CAG with Certificates of Insurance evidencing the required coverage and there shall be a specific contractual liability endorsement extending Consultant's coverage to include the contractual liability assumed by Consultant pursuant to this Agreement. These Certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to C/CAG of any pending change in the limits of liability or of non-renewal, cancellation, or modification of the policy.

- b. *Workers' Compensation and Employer's Liability Insurance.* Consultant shall have in effect, during the entire life of this Agreement, Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, Consultant certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

- c. *Liability Insurance.* Consultant shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect Consultant, its employees, officers and agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage that may arise from Consultant's operations under this Agreement, whether such operations be by Consultant or by any sub-consultant or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than \$1,000,000.

- d. *Insurance Limits; Insured Entities; Breach.* Required insurance shall include:
 - (a) Comprehensive General Liability..... \$1,000,000
 - (b) Workers' Compensation..... Statutory
 - (c) Motor Vehicle Liability Insurance..... \$1,000,000
 - (d) Professional Liability..... \$1,000,000

C/CAG and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to C/CAG, its officers, agents, employees, and servants

shall be primary insurance to the full limits of liability of the policy, and that if C/CAG, or its officers, agents, employees, and servants have other insurance against a loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, the C/CAG Chairperson, at his/her option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

12. Compliance with All Laws. All services to be performed by Consultant pursuant to this Agreement shall be performed in accordance with all applicable federal, state, San Mateo County, and municipal laws, ordinances, regulations, and executive orders, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the federal regulations promulgated thereunder, as amended (if applicable), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any federal financial assistance, as well as any required economic or other sanctions imposed by the United States government or under state law in effect during the term of the Agreement. In the event of a conflict between the terms of this Agreement and any applicable State, federal, San Mateo County, or municipal law, regulation, or executive order, the requirements of the applicable law, regulation, or executive order will take precedence over the requirements set forth in this Agreement.

Consultant will timely and accurately complete, sign, and submit all necessary documentation of compliance with this Section.

13. Non-discrimination.

- a. *General.* Consultant and any subconsultants performing services on behalf of Consultant shall not discriminate or permit discrimination against any person or group of persons on the basis of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition, military service, or genetic information, or in any manner prohibited by federal, state or local laws.
- b. *Discrimination Against Individuals with Disabilities.* The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). **This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.**

14. **Substitutions.** If particular persons or classifications are identified in Exhibit A as providing services under this Agreement, Consultant will not assign others to work in their place without the prior written consent of the C/CAG Executive Director. Any substitution shall be with a person or classification of commensurate experience and knowledge unless otherwise authorized by the C/CAG Executive Director.

15. Record Retention; Right to Monitor and Audit.

- a. Consultant shall maintain all required records relating to services provided under this Agreement for three (3) years after C/CAG makes final payment and all other pending matters are closed, and Consultant shall be subject to the examination and/or audit by C/CAG, a federal grantor agency, and/or the State of California.
- b. Consultant shall comply with all program and fiscal reporting requirements set forth by applicable federal, State, and local agencies and as required by C/CAG.
- c. Consultant agrees upon reasonable notice to provide to C/CAG or its authorized representative, to any Federal or State department having monitoring or review authority, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

16. Debarment and Suspension Certification

- a. The Consultant's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that the Consultant or any person associated therewith in the capacity of owner, partner, director, officer or manager:
 1. Is not currently under suspension, debarment, voluntary exclusion, or determination of eligibility by any federal agency;
 2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;
 3. Does not have a proposed debarment pending; and
 4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.
- b. Any exceptions to this certification must be disclosed to C/CAG. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.

c. Exceptions to the Federal Government excluded parties (<https://sam.gov/content/home>) maintained by the U.S. General Services Administration are to be determined by FHWA.

17. **Permits/Licenses.** If any license, permit, or approval is required to perform the work or services required by this Agreement, Consultant bears the responsibility to obtain said license, permit, or approval from the relevant agency at Consultant's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.
18. **Merger Clause; Amendments.** This Agreement, all Exhibits and other attachments incorporated by reference, constitutes the sole agreement of the Parties with regard to the matters covered in this Agreement, and correctly states the rights, duties and obligations of each party as of the document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any exhibit or attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations or representations between the Parties not expressly stated in this Agreement are not binding. All subsequent modifications or amendments shall be in writing and signed by the Parties.
19. **Controlling Law; Venue.** This Agreement shall be governed by the laws of the State of California, without regard to its choice of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.
20. **Notices.** Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of C/CAG, to:

City/County Association of Governments of San Mateo County
555 County Center, 5th Floor
Redwood City, CA 94063
Attention: Audrey Shiramizu
Email: ashiramizu@smcgov.org

In the case of Consultant, to:

Iteris, Inc.
1999 Harrison Street, Suite 1675
Oakland, CA 94612-3520
Attention: Matt Wages, PE
Email: mwages@iteris.com

21. **Electronic Signature.** Both C/CAG and Consultant wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law.

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In witness of and in agreement with this Agreement's terms and conditions, the Parties, by their duly authorized representatives, affix their respective signatures.

[NAME] (Consultant)

By _____
Name
Title
Date

City/County Association of Governments of San Mateo County (C/CAG)

By _____
Sean Charpentier
C/CAG Executive Director
Date

C/CAG Legal Counsel

By _____
Melissa Andrikopoulos, C/CAG Counsel

Exhibit A

Scope of Work

In consideration of the payments set forth in Exhibit B, Consultant shall provide the following services:

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Exhibit B

Project Budget and Schedule

In consideration of the services provided by Consultant described in Exhibit A and subject to the terms of the Agreement, C/CAG shall pay Consultant based on the following fee schedule and terms:

- time and materials, deliverables, or percentage of deliverables completed

Under no circumstances shall the amount paid by C/CAG to Consultant exceed \$425,000. Consultant shall provide C/CAG with a written itemized invoice monthly that allows C/CAG to reconcile the work performed. All invoices shall include the agreement number, project location, dates of services and specific work completed. C/CAG shall have the right to receive, upon request, documentation substantiating charges billed to C/CAG.

Remit invoices to:

Attn: Audrey Shiramizu
Email: ashiramizu@smcgov.org
City/County Association of Governments of San Mateo County (C/CAG)
555 County Center, 5th Floor
Redwood City, CA 94063

Payment will be made within 30 days of receipt of an acceptable invoice. C/CAG shall have the right to withhold payment if C/CAG determines the quantity and/or quality of the work performed is unacceptable.

Exhibit C

Key Personnel Assignments

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