

**AGREEMENT
BETWEEN THE VENTURA COUNTY TRANSPORTATION COMMISSION
ITERIS, INC. FOR PROFESSIONAL SERVICES**

This Agreement is made and entered into this _____ day of _____, 2023 (“Effective Date” __, by and between the Ventura County Transportation Commission (hereinafter referred to as VCTC), and Iteris, Inc. (hereinafter referred to as CONSULTANT) for transportation data and analytics services.

RECITALS:

WHEREAS, in April 2022, VCTC adopted a goal to leverage data to better inform transportation decision making and grant seeking; and,

WHEREAS, on February 27, 2023, VCTC released a Request for Proposals from qualified transportation analytics consultants to provide transportation data services for the purpose of analyzing traffic movements, patterns, and mobility within Ventura County, with two areas of focus: (1) next generation speed info system, and (2) web-based dashboard for congestion management and transportation planning analytics; and,

WHEREAS, VCTC received five (5) proposals in response to the Request for Proposals in advance of the April 14, 2023 submittal deadline; and,

WHEREAS, proposals were reviewed and scored by a selection panel based on criteria set forth in the Request for Proposals, with the proposal from Iteris, Inc. having received the highest average score;

NOW, THEREFORE, it is mutually understood and agreed by VCTC and CONSULTANT as follows:

VCTC and CONSULTANT agree as follows:

1. STATEMENT OF AGREEMENT / TERM

VCTC hereby engages CONSULTANT, and CONSULTANT hereby accepts such engagement, to perform the services on the terms and conditions herein described, and as set forth in the Scope of Work in Attachment A to this Agreement. CONSULTANT hereby warrants that it has the qualifications, experience and facilities to properly perform said services and hereby agrees to undertake and complete the performance thereof as an independent CONSULTANT.

This Agreement shall commence on the Effective Date and expire three (3) years thereafter, unless VCTC exercises its options to extend. VCTC shall have two one (1) year options to extend the Agreement.

2. COMPLETE AGREEMENT

This Agreement, including all exhibits and documents incorporated herein and made applicable by reference, constitutes the complete and exclusive statement of the term(s) and condition(s) of the Agreement between VCTC and CONSULTANT and it supersedes all prior representations, understandings and communications. The invalidity in whole or in part of any term or condition of this Agreement shall not affect the validity of other term(s) or condition(s).

VCTC's failure to insist in any one or more instances upon CONSULTANT'S performance of any term(s) or condition(s) of this Agreement shall not be construed as a waiver or relinquishment of VCTC's right to such performance or to future performance of such term(s) or condition(s) and CONSULTANT'S obligation in respect thereto shall continue in full force and effect. Changes to any portion of this Agreement shall not be binding upon VCTC except when specifically confirmed in writing by an authorized representative of VCTC by way of written amendment to this Agreement and issues in accordance with the provisions of this Agreement.

3. VCTC DESIGNEE

The Executive Director of VCTC, or designee, shall have the authority to act for and exercise any rights of VCTC as set forth in this Agreement. The Contract Manager for VCTC shall be Amanda Fagan, Director of Planning and Sustainability.

4. STATEMENT OF WORK

CONSULTANT shall perform the work necessary to provide Big Data License and Transportation Analytics Dashboard in a manner satisfactory to VCTC as set forth in Attachment A, entitled "Scope of Work," attached hereto and incorporated herein by this reference, and as described in Attachment B attached hereto and incorporated herein by this reference, Proposal for Big Data License and Transportation Analytics Dashboard.

In the event of a conflict between any specific provision of this Agreement and any provision of Attachment A or Attachment B, the provisions of this Agreement shall prevail. In the event of any conflict between any provisions of Attachment A and Attachment B, the provisions of Attachment A shall prevail over conflicting provisions of Attachment B. All work by the CONSULTANT shall be performed in a good and workmanlike manner in accordance with industry standards and best practices recognized by competent professionals performing the same or similar work in California.

5. PROGRESS AND PAYMENT

CONSULTANT shall commence work on the services to be performed upon written authorization of the VCTC to proceed. All services shall be completed in accordance with the Scope of Work in Attachment A to this Agreement.

For CONSULTANT'S full and complete performance of its obligations under this Agreement and subject to the maximum cumulative payment obligation provisions set forth in Article 6 of this Agreement, VCTC shall pay CONSULTANT in accordance with the Cost Proposal dated April 14, 2023 (as amended on June 27, 2023) and the following provisions:

5.1 –VCTC shall pay CONSULTANT license and professional services fees in accordance with the Cost Proposal dated April 14, 2023 (as amended on July 27, 2023) for work performed by CONSULTANT and provision of data licenses as described in Attachment B to this Agreement. This amount is acknowledged to include CONSULTANT's direct labor costs, indirect costs, data license fees, and profit.

5.2 – CONSULTANT shall invoice VCTC on a monthly basis for payments corresponding to the work performed by CONSULTANT. Work performed shall be documented in a monthly progress report prepared by CONSULTANT, which shall accompany each invoice submitted by CONSULTANT. CONSULTANT shall also furnish such other information as may be requested by VCTC to substantiate the validity of an invoice.

5.3 – VCTC shall remit payment within thirty (30) calendar days of the receipt and approval of each satisfactorily-prepared, uncontested invoice.

5.4 - No retainage will be held by VCTC from progress payments due the CONSULTANT.

6. MAXIMUM OBLIGATION

Notwithstanding any provisions of this Agreement or the Attachments to the contrary, VCTC and CONSULTANT mutually agree that VCTC's maximum cumulative payment obligation (including obligation for CONSULTANT'S profit) shall be \$1,044,528.00 which shall include all amounts payable to CONSULTANT for its subcontracts, leases, materials, data and software license fees, and costs arising from, or due to termination of, this Agreement.

7. ASSIGNMENT AND SUBCONTRACTING

This agreement is for professional services and CONSULTANT may not assign its rights under this agreement nor delegate the performance of its duties without VCTC's prior written consent.

CONSULTANT shall complete all work under this Agreement and as set forth in Attachment A. CONSULTANT may assign duties to another subcontractor upon prior written consent of the VCTC. Any assignment or delegation without VCTC's prior written consent shall be void and shall constitute a breach of this Agreement.

Nothing contained in this Agreement or otherwise, shall create any contractual relation between VCTC and any subcontractors, and no subcontract shall relieve the CONSULTANT of his/her responsibilities and obligations hereunder. The CONSULTANT agrees to be as fully responsible to VCTC for the acts and omissions of its subcontractors and of persons either

directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the CONSULTANT. The CONSULTANT's obligation to pay its subcontractors is an independent obligation from VCTC 's obligation to make payments to the CONSULTANT.

Any substitution of subcontractors must be approved in writing by VCTC in advance of assigning work to a substitute subcontractor.

Any retainage held by the CONSULTANT or subcontractors from progress payments due to subcontractors shall be promptly paid in full to subcontractors within 30 days after the subcontractor's work is satisfactorily completed. Federal law (49 CFR 26.29) requires that any delay or postponement of payment over the 30 days may take place only for good cause and with VCTC's prior written approval. Any violation of this provision shall subject the violating CONSULTANT or subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise, available to the CONSULTANT or subcontractor in the event of a dispute involving late payment or nonpayment by the CONSULTANT, deficient subcontract performance, or noncompliance by a subcontractor. This provision applies to both DBE and non-DBE prime contractors and subcontractors. Any subcontract entered into as a result of this Agreement shall contain this provision.

8. COVENANT AGAINST CONTINGENT FEES

CONSULTANT warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the consultant, to solicit or secure this Agreement, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or formation of this agreement. For breach or violation of this warranty, VCTC shall have the right to annul this Agreement without liability or at its discretion to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingency fee.

9. INDEPENDENT CONTRACTOR

CONSULTANT'S relationship to VCTC in the performance of this Agreement is that of an independent contractor. CONSULTANT's personnel performing services under this Agreement shall at all times be under CONSULTANT'S exclusive direction and control and shall be employees of CONSULTANT and not employees of VCTC. CONSULTANT shall pay all wages, salaries and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, such as social security, income tax withholding, unemployment compensation, worker's compensation and similar matters. Notwithstanding any other city, state, or federal policy, rule, regulation, law, or ordinance to the contrary, CONSULTANT and all of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment

by VCTC, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of VCTC and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

10. OWNERSHIP OF DOCUMENTS

The originals of all letters, documents, reports and other data produced under this Agreement shall be delivered to, and become the property of, VCTC. Copies may be made for CONSULTANT'S records but shall not be furnished to others without written authorization from VCTC. Such deliverables shall be deemed works made for hire and all rights in copyright therein shall be retained by VCTC.

All ideas, memoranda, specifications, plans, manufacturing, procedures, drawings, descriptions, and all other written information submitted to CONSULTANT in connection with the performance of this Agreement shall not, without prior written approval of VCTC, be used for any purpose other than the performance under this Agreement, nor be disclosed to an entity not connected with the performance of the project. CONSULTANT shall comply with VCTC's policies regarding such material. Nothing furnished to CONSULTANT that is otherwise known to CONSULTANT or is or becomes generally known to the relative industry shall be deemed confidential. CONSULTANT shall not use VCTC's name, photographs of the project, or any other publicity pertaining to the project in any professional publication, magazine, trade paper, newspaper, seminar or other medium without the express written consent of VCTC.

No copies, sketches, computer graphics or graphs, including graphic artwork, are to be released by CONSULTANT to any other person or agency except after prior written approval by VCTC, except as necessary for the performance of services under this Agreement. All press releases, including graphic display information to be published in newspapers, magazines, etc., are to be handled by VCTC unless otherwise agreed to by CONSULTANT and VCTC.

11. KEY PERSONNEL

Steve Gaddy is considered essential to the work being performed under this Agreement; any substitutions shall only be made with the prior written consent of VCTC.

12. INSURANCE

Before beginning any work under this Agreement, CONSULTANT, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the CONSULTANT and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, CONSULTANT shall provide proof satisfactory to VCTC of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects, and that such insurance is in effect prior to beginning work to VCTC. CONSULTANT shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of

such insurance shall be included in the CONSULTANT's Proposal. CONSULTANT shall not allow any subcontractor to commence work on any subcontract until CONSULTANT has obtained all insurance required herein for the subcontractor(s). CONSULTANT shall maintain all required insurance listed herein for the duration of this Agreement.

12.1. Workers' Compensation.

CONSULTANT shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by CONSULTANT. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than \$1,000,000 per accident. In the alternative, CONSULTANT may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the Labor Code shall be solely in the discretion of the Contract Administrator, as defined in Section 10.9. The insurer, if insurance is provided, or the CONSULTANT, if a program of self-insurance is provided, shall waive all rights of subrogation against VCTC and its officers, officials, employees, and volunteers for loss arising from work performed under this Agreement.

12.2. Commercial General and Automobile Liability Insurance.

12.2.1 Commercial General Liability (CGL). Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

12.2.2 Automobile Liability. Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONSULTANT has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

12.2.3 Additional requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

- a. The Insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- b. Any failure of CONSULTANT to comply with reporting provisions of the policy shall not affect coverage provided to VCTC and its officers, employees, agents, and volunteers.

12.3 Professional Liability Insurance.

12.3.1 General requirements. CONSULTANT, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less

than \$2,000,000 per claim or per occurrence covering the licensed professionals' errors and omissions. Any deductible or self-insured retention shall not exceed one hundred fifty thousand dollars (\$150,000) per claim.

12.3.2 Claims-made limitations. The following provisions shall apply if the professional liability coverage is written on a claims-made form:

a. The retroactive date of the policy must be shown and must be before the date of the Agreement.

b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement or the work, so long as commercially available at reasonable rates.

c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, CONSULTANT shall purchase an extended period coverage for a minimum of five (5) years after completion of work under this Agreement or the work. VCTC shall have the right to exercise, at the CONSULTANT's sole cost and expense, any extended reporting provisions of the policy, if the CONSULTANT cancels or does not renew the coverage.

d. A copy of the claim reporting requirements must be submitted to VCTC for review prior to the commencement of any work under this Agreement.

12.4. Cyber Risk and Privacy Insurance.

CONSULTANT and any subconsultant handling Personally Identifiable Information (as defined herein) under this Agreement shall maintain cyber risk coverages including network and internet security liability coverage, privacy liability coverage, first party privacy coverage, and media coverage. Such insurance shall include coverage for liability arising from theft, dissemination, and/or use of confidential information or information that can be linked to a specific individual, including but not limited to, bank and credit card account information or personal information, such as name, address, social security numbers, protected health information or other similar information (collectively, "Personally Identifiable Information"), stored or transmitted in electronic form. If such policy is written on a claims-made (rather than an occurrence) basis, CONSULTANT and such subconsultant shall maintain continuous coverage in effect for the term of this Agreement and for at least one (1) year beyond the termination or completion of services.

12.5. All Policies Requirements.

12.5.1 Acceptability of insurers. All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.

12.5.2 Verification of coverage.

Prior to beginning any work under this Agreement, CONSULTANT shall furnish VCTC with complete copies of all policies delivered to CONSULTANT by the insurer, including complete copies of all endorsements attached to those policies. All copies of policies and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. If VCTC does not receive the required insurance documents prior to the CONSULTANT beginning work, this shall not waive the CONSULTANT's obligation to provide them. VCTC reserves the right to require complete copies of all required insurance policies at any time.

12.5.3 Notice of Cancellation of Coverage.

A certified endorsement shall be attached to all insurance obtained pursuant to this Agreement stating that coverage shall not be suspended, voided, canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to VCTC. In the event that any coverage required by this section is cancelled, CONSULTANT shall provide written notice to VCTC at CONSULTANT's earliest possible opportunity and in no case later than ten (10) working days after CONSULTANT is notified of the change in coverage.

12.5.4 Additional insured; primary insurance.

VCTC and its officers, employees, agents, and volunteers, and those of VCTC's partner agencies that utilize the subject data, shall be covered on the General Liability and Automobile Liability policies as additional insureds with respect to each of the following: liability arising out of activities performed by or on behalf of CONSULTANT, including VCTC's general supervision of CONSULTANT; products and completed operations of CONSULTANT, as applicable; premises owned, occupied, or used by CONSULTANT; and automobiles owned, leased, or used by the CONSULTANT in the course of providing services pursuant to this Agreement. The coverage shall contain no special limitations on the scope of protection afforded to VCTC or its officers, employees, agents, or volunteers.

12.5.5 Self-Insured Retentions. CONSULTANT shall disclose to and obtain the approval of VCTC for the self-insured retentions before beginning any of the services or work called for by any term of this Agreement. Further, if the Consultant's insurance policy includes a self-insured retention that must be paid by a named insured as a precondition of the insurer's liability, or which has the effect of providing that payments of the self-insured retention by others, including additional insureds or insurers do not serve to satisfy the self-insured retention, such provisions must be modified by special endorsement so as to not apply to the additional insured coverage required by this agreement so as to not prevent any of the parties to this Agreement from satisfying or paying the self-insured retention required to be paid as a precondition to the insurer's liability. Additionally, the certificates of insurance must note whether the policy does or does not include any self-insured retention and also must disclose the deductible.

During the period covered by this Agreement, only upon the prior express written authorization of Contract Administrator, CONSULTANT may increase such self-insured retentions with respect to VCTC, its officers, employees, agents, and volunteers. The

Contract Administrator may condition approval of an increase in self-insured retention levels with a requirement that CONSULTANT procure a bond, guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

12.5.6 Subcontractors. CONSULTANT shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

12.5.7 Variation. VCTC may approve a variation in the foregoing insurance requirements, upon a determination that the coverage, scope, limits, and forms of such insurance are either not commercially available, or that VCTC's interests are otherwise fully protected.

12.5.8. Remedies. In addition to any other remedies VCTC may have if CONSULTANT fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, VCTC may, at its sole option exercise any of the following remedies, which are alternatives to other remedies VCTC may have and are not the exclusive remedy for CONSULTANT's breach: Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement; Order CONSULTANT to stop work under this Agreement or withhold any payment that becomes due to CONSULTANT hereunder, or both stop work and withhold any payment, until CONSULTANT demonstrates compliance with the requirements hereof; and/or terminate this Agreement.

13. INDEMNIFICATION

To the fullest extent permitted by law, CONSULTANT shall indemnify, defend, protect and hold harmless VCTC, its Boards, Commissions, and their officials, employees and agents, and those of VCTC's partner agencies that utilize the subject data ("Indemnified Parties"), from and against any and all liability, claims, demands, damage, loss, obligations, causes of action, proceedings, awards, fines, judgments, penalties, costs and expenses, including attorneys' fees, court costs, expert and witness fees, and other costs and fees of litigation, arising or alleged to have arisen, in whole or in part, out of or in connection with (1) CONSULTANT's breach or failure to comply with any of its obligations contained in this Agreement, including any obligations arising from the CONSULTANT's compliance with or failure to comply with applicable laws, including all applicable federal and state labor requirements including, without limitation, the requirements of California Labor Code section 1770 et seq. or (2) negligent, reckless, or willful acts, errors, omissions or misrepresentations committed by CONSULTANT, its officers, employees, agents, subcontractors, or anyone under CONSULTANT's control, in the performance of work or services under this Contract (collectively "Claims" or individually "Claim").

In addition to CONSULTANT's duty to indemnify, Consultant shall have a separate and wholly independent duty to defend Indemnified Parties at CONSULTANT's expense by legal

counsel approved by VCTC, which will not be unreasonably withheld, from and against all Claims, and shall continue this defense until the Claims are resolved, whether by settlement, judgment or otherwise. No finding or judgment of negligence, fault, breach, or the like on the part of CONSULTANT shall be required for the duty to defend to arise. VCTC shall notify CONSULTANT of any Claim, shall tender the defense of the Claim to CONSULTANT, and shall assist CONSULTANT, as may be reasonably requested, in the defense.

If CONSULTANT elects to use subcontractors, CONSULTANT agrees to require its subcontractors to indemnify Indemnified Parties and to provide insurance coverage to the same extent as CONSULTANT. If CONSULTANT elects to use subcontractors, the CONSULTANT shall not allow any subcontractor to commence work until all insurance required of subcontractor is obtained.

The provisions of this Section shall survive the expiration or termination of this Agreement.

14. PREVAILING WAGES

To the extent applicable, all laborers employed or working upon the site of the work will be paid not less than the generally prevailing wage for that class of worker in Ventura County, in accordance with the California Labor Code, Section 1775.

15. DISPUTES

This Agreement shall be construed and all disputes hereunder shall be settled in accordance with the laws of the State of California and any action filed in connection with this Agreement shall be venued in the court of competent jurisdiction in Ventura County. The parties may mutually agree to engage in mediation and binding or nonbinding arbitration in an effort to resolve any dispute. Pending final resolution of a dispute hereunder, CONSULTANT shall proceed diligently with the performance of this Agreement and in accordance with VCTC's instructions.

16. ATTORNEY'S FEES

In the event an action, including a request for mediation and arbitration, is filed by either party to enforce rights under this Agreement, the prevailing party shall be entitled to recover a reasonable attorney's fees and costs in addition to any other relief granted by the court.

17. TERMINATION

This Agreement may be terminated by VCTC or the CONSULTANT at any time upon thirty (30) days written notice. In full discharge of any obligation to CONSULTANT in respect of this Agreement and such termination, the VCTC shall pay for all satisfactory completed work and verifiable undisputed costs incurred prior to the date of termination and fair closeout costs in accordance with Article 4. CONSULTANT shall take all reasonable steps to minimize termination costs. In no event, however, shall the VCTC be obligated to pay CONSULTANT

any amount in excess of the total funds committed by the VCTC up to the time of termination to support the work.

18. NOTICES

All notices to the VCTC under this Agreement shall be in writing and sent to:

Martin R. Erickson, Executive Director
Ventura County Transportation Commission
751 E. Daily Drive, Suite 420
Camarillo, CA 93010

With copies to: Steven T. Mattas, General Counsel
Meyers Nave
555 12th Street, Suite 1500
Oakland, CA 94607

All notices to Iteris, Inc. under this Agreement shall be in writing and sent to:

Iteris, Inc.
1700 Carnegie Ave., Suite 100
Santa Ana, CA 92705-5551

19. ENTIRE AGREEMENT, MODIFICATION, AND EFFECTIVE DATE

This Agreement constitutes the entire Agreement between the parties and supersedes all previous agreements and understandings related to this work. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by a party, or anyone acting on behalf of any party, which are not embodied herein, and that any other agreement, statement or promise not contained in the Agreement shall not be valid or binding.

This Agreement may not be altered, amended, or modified except by a written instrument signed by the duly authorized representative of both parties.

20. FEDERAL, STATE AND LOCAL LAWS

CONSULTANT warrants that in the performance of this Agreement, it shall comply with all applicable federal, state and local laws, statutes and ordinances and all lawful orders, rules and regulations promulgated thereunder, including the Uniform Administrative Requirements, Code of Federal Regulations, Title 49, Part 18.

21. EQUAL EMPLOYMENT OPPORTUNITY

In connection with its performance under this Agreement, CONSULTANT shall not discriminate against any employee or applicant for employment because of race, religion, color,

sex, age or national origin. CONSULTANT shall take action to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex or national origin. Such actions shall include, but not limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

22. PROHIBITED INTERESTS

CONSULTANT covenants that, for the term of this Agreement, no director, member, officer or employee of VCTC during his/her tenure in office or for one (1) year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

23. SEVERABILITY

If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

24. PATENT AND COPYRIGHT INFRINGEMENT

In lieu of any other warranty by VCTC or CONSULTANT against patent or copyright infringement, statutory or otherwise, it is agreed that to the fullest extent permitted by law, CONSULTANT shall indemnify, hold harmless and defend (with counsel acceptable to VCTC) at its expense any claim or suit against VCTC on account of any finding that any item furnished under this Agreement or the normal use or sale thereof arising out of the performance of this Agreement, infringes upon any presently existing U.S. letters patent or copyright and CONSULTANT shall pay all costs and damages finally awarded in any such suit or claim, provided that CONSULTANT is promptly notified in writing of the suit or claim and given authority, information and assistance at CONSULTANT's expense for the defense of same. However, CONSULTANT will not indemnify VCTC if the suit or claim results from: (1) VCTC's alteration of a deliverable, such that said deliverable in its altered form infringes upon any presently existing U.S. letters patent or copyright; or (2) the use of a deliverable in combination with other material not provided by CONSULTANT when such use in combination infringes upon an existing U.S. letters patent or copyright.

If the use or sale of an item is enjoined as a result of such suit or claim, CONSULTANT, at no expense to VCTC, shall obtain for VCTC the right to use and sell said item, or shall substitute an equivalent item acceptable to VCTC and extend this patent and copyright indemnity thereto.

Signatures to follow on the next page.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

“VCTC”: VENTURA COUNTY TRANSPORTATION COMMISSION

Martin R. Erickson, Executive Director

Date

APPROVED AS TO FORM:

Steven T. Mattas, General Counsel

Date

ITERIS, INC.:

Scott Perley, Vice President

Date

ATTACHMENT A

SCOPE OF WORK

2.1 Description of Services

A. Next Generation Speed Info System

VCTC's legacy Speed Info System supplemented the Caltrans District 7 Traffic Management Center (TMC) with real-time speed data on US101, SR118, SR126 and SR23 freeways in Ventura County through a system of 100 doppler field devices. The Speed Info System became obsolete with the sunsetting of 3G cell service. Consultant shall provide VCTC, in accordance with the technical requirements and capabilities outlined below, a Big Data solution to provide Caltrans TMC with freeway speed data to support the traveler information system of changeable message signs.

VCTC requires a renewable data license agreement to provide an XML data feed of real-time traffic flow data to Caltrans District 7 Traffic Management Center (TMC) for internal use and to program travel time advisories for the system of highway changeable message signs. The data feed shall meet specific standards as provided by Caltrans. Traffic speed and flow data must be provided in real-time or near-real-time with delays of no more than 5 minutes.

The Consultant shall provide a data license for use by the Ventura County Transportation Commission (VCTC) and its partner agencies for comprehensive reliable real-time traffic speeds, counts and lane occupancy data for the major commute corridors within Ventura County.

VCTC will use the procured real-time traffic speed and flow data for internal traffic management purposes. VCTC may share the traffic flow data with Caltrans District 7 TMC for their internal use, or display via changeable message signs, and the RIITS for display on its regional traveler information website. Resulting outputs, including maps, descriptive statistics, or graphs, may be utilized for publication in VCTC or partner agency studies. Except as provided above and in accordance with applicable law, including the California Public Records Act, VCTC does not intend to transfer or distribute the data to parties outside those contemplated.

B. Transportation System Analytic Dashboard

The Ventura County Transportation Commission requires a Big Data solution for the purpose of analyzing and understanding travel behaviors including traffic movements, patterns, and mobility within Ventura County and neighboring counties. VCTC regularly requires the collection of traffic data such as traffic volume counts, origin and destination studies, pedestrian and

bicycle counts, freeway/highway speeds and delays to assess performance and impacts on the Ventura County transportation network. These data are typically collected on an as-needed basis for a specific study or project. VCTC requires Consultant to assist with creating solutions to allow VCTC to obtain large amounts of travel data, countywide, through the application of innovative technology to enable more robust traffic monitoring and assessment of travel patterns.

VCTC requires Big Data services through a cloud-based platform accessible through a web-based interface utilizing various sources such as geodata from locations-based services of mobile devices to provide insights into historical and current travel behavior. The data shall be made available to VCTC, Ventura County local jurisdictions and other transportation partners. Services will also include availability of training and technical support.

The data must include complete coverage of the Ventura County road and highway network, including the 10 cities and the unincorporated County. The data shall be accessible to all jurisdictions within the County and be provided on a platform that includes analytical tools.

The data shall include the capacity for a wide range of transportation analysis, including but not limited to the following:

- Data query based on origins and destinations, trip purpose, trip distance, trip type, trip time and date, volumes, peak hour flows, mode split, trip routes, travel times, travel speeds, VMT, demographics, socioeconomics, and other features identified in the scoping process.
- Data query using standard geographies, such as Traffic Analysis Zones and Census Tracts
- Ability to query historical data, including one years' worth of data prior to the COVID19 stay-at-home order (March 2020)
- Data attributes provided for, but not limited to network coverage area, traffic speeds, travel time, frequency of data updates, reliability, historical data, network definition, privacy and anonymity.

The data service shall include the following features and functionality:

- Provide metrics for use in planning and evaluating transportation projects and identifying travel behavior to and from specific locations
- Provide unlimited data requests and unlimited use of the platform's analytical tools, as they are developed and available during the period of the contract license
- Enable import and export of spatial data such as ArcGIS shapefiles and export analysis in file formats such as Excel and CSV

- Distinguish trips by mode of travel
- Provide calibration and validation reports and statistics such as confidence intervals for all estimates
- Ability to integrate local data into the analysis and calibration processes

The data service shall have the following functions and features for performing analyses:

- Interactively analyze and visualize transportation network links and perform on demand analytics for determining trip information such as: average speeds, travel times and travel distances
- Determine traveler information, including home/work locations, socio- demographics, in addition to trip purpose
- Analyze trips by analysis zones, time of day, specific dates and date ranges, trip length, speed, duration, demographics, and trip purpose

The Consultant's work shall meet all technical capabilities and technological requirements for the project as stated above and work with VCTC to provide a Big Data pilot-program service that meets the County's transportation planning and engineering needs.

ATTACHMENT B

Iteris, Inc. Proposal dated April 14, 2023

Big Data and Transportation Analytics Dashboard

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