



Memo

To: Mayor and Hayden City Council
From: Dulci Kau, P.E., City Engineer
Date: 1/22/2026

Agenda Item: Approval of Engineering Services Agreement for Iteris Inc.

Agenda Item Location

Consent

Background and Recommended Action or Motion

Iteris Inc., has provided the Traffic Impact Analysis (TIA) Review's for projects for the past several years. This agreement allows staff to continue to have Iteris review TIAs, with a pass-through fee to the developer, in accordance with the adopted fee schedule.

Staff recommends City Council approve the Engineering Services Agreement with Iteris Inc.

Functional Impact of Authorizing

If authorized, staff can continue to have Iteris review TIAs, with a pass-through fee to the developer, in accordance with the adopted fee schedule.

Functional Impact of Not Authorizing

If not approved, City Council would need to provide a path forward for future TIA reviews.

Fiscal Impact

This item has no fiscal impact on the City of Hayden, as the fee from Iteris is passed to the developer.

Budget Funding Source / Transfer Request

N/A

Attachment

Engineering Services Agreement

ENGINEERING SERVICES AGREEMENT

THIS ENGINEERING SERVICES AGREEMENT (“Agreement”) is made and entered into this ____ day of January, 2026 (“Effective Date”) by and between **THE CITY OF HAYDEN**, a political subdivision of the state of Idaho (“CITY”) and **ITERIS, Inc.** (“ENGINEER”). The CITY and ENGINEER may be collectively referred to herein as the “parties” and individually referred to as a “party.” The promise and agreements of each being in consideration of the promises and agreements of the other. The parties agree as follows:

1. **SCOPE OF WORK:** The CITY engages ENGINEER to perform the work of on-call travel demand modeling and traffic engineering including, but not limited to completing traffic studies for developments as a pass thru cost, providing data from the City’s travel demand model for traffic studies completed by others as a pass thru cost, and updating the City’s travel demand model as necessary, to stay up to date with KMPO’s regional model.

2. **PAYMENT:** The CITY agrees to pay ENGINEER for its services on rendered under this Agreement on a time and materials basis for said services rendered. The parties agree that ENGINEER will invoice the CITY for payment under this Agreement for services rendered herein and will create a separate task or item number for each service requested to simplify tracking. Hourly rates are included as Appendix A.

3. **RIGHT OF CONTROL:** The CITY agrees that it will have no right to control or direct the details, manner, or means by which ENGINEER accomplishes the results of the services performed hereunder. ENGINEER has no obligation to work any particular hours or days or any particular number of hours or days. ENGINEER agrees, however, that its other contracts or services shall not interfere with the performance of its services under this Agreement.

4. **INDEPENDENT ENGINEER RELATIONSHIP:** ENGINEER is an independent contractor and is not an employee, servant, agent, partner, or joint venturer of the CITY. The CITY shall determine the scope of work to be done by ENGINEER, but ENGINEER shall determine the legal means by which it accomplishes the work specified by the CITY.

5. **FEDERAL, STATE, AND LOCAL PAYROLL TAXES:** Neither federal, state or local income taxes, nor payroll taxes of any kind shall be withheld and paid by the CITY on behalf of ENGINEER or the employees of ENGINEER. ENGINEER shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes. ENGINEER understands that ENGINEER is responsible to pay, according to law, ENGINEER’s income tax. ENGINEER further understands that ENGINEER may be liable for self-employment (Social Security) tax to be paid by ENGINEER according to law.

6. **LICENSES AND LAW:** ENGINEER represents that it possess the skill and experience necessary and all licenses required to perform the services under this Agreement. ENGINEER further agrees to comply with all applicable laws in the performance of the services hereunder.

7. **FRINGE BENEFITS:** Because ENGINEER is engaged in its own independently established business, ENGINEER is not eligible for, and shall not participate in, any employee pension, health, or other fringe benefit plans of CITY.

8. WORKER'S COMPENSATION: ENGINEER shall maintain in full force and effect worker's compensation for ENGINEER and any agents, employees, and staff that the ENGINEER may employ, and provide proof to the CITY of such coverage or that such worker's compensation insurance is not required under the circumstances.

9. EQUIPMENT, TOOLS, MATERIALS OR SUPPLIES: ENGINEER shall supply, at ENGINEER's sole expense, all equipment, tools, materials and/or supplies to accomplish the services to be provided herein.

10. EFFECTIVE DATE: This contract will run from January 1, 2026 through December 31, 2026. The above set date shall be the Effective Date of this Agreement.

11. WARRANTY: ENGINEER warrants that all services will be performed in a good workmanlike manner and in conformance with the standards established for Engineers in the state of Idaho. ENGINEER acknowledges that it will be liable for any breach of this warranty.

12. INDEMNIFICATION AND INSURANCE:

As respects to acts, errors or omissions in the performance of professional services, ENGINEER agrees to indemnify and hold harmless the CITY, its officers, employees, and the CITY's designated volunteers from and against any and all claims, demands, defense costs, liability or consequential damages of any kind or nature arising directly out of ENGINEER's negligent acts, errors or omissions in the performance of its professional services under the terms of this contract.

As respects all acts, errors or omissions which do not arise directly out of the performance of professional services including, but not limited to those acts or omissions normally covered by general and automobile liability insurance, ENGINEER agrees to indemnify, defend (at the CITY's option), and hold harmless the CITY, its officers, agents, employees, representatives, and volunteers from and against any and all claims, demands, defense costs, liability, or consequential damages of any kind or nature arising out of or in connection with ENGINEER's (or ENGINEER's subcontractors, if any) performance or failure to perform, under the terms of this contract; excepting those which arise out of the sole negligence of CITY.

Without limiting the CITY's right to indemnification, it is agreed that ENGINEER shall secure prior to commencing any activities under this Agreement, and maintain during the term of this Agreement, insurance coverage as follows:

- a. Worker's compensation insurance as required by Idaho statutes.
- b. Comprehensive general liability insurance or commercial general liability insurance, including coverage for premises and operations, contractual liability, personal injury liability, products/completed operations liability, broad-form property damage (if applicable) and independent ENGINEER's liability (if applicable), in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence, combined single limit, written on an occurrence form.

- c. Comprehensive automobile liability coverage including, as applicable, owned, non-owned and hired autos, in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence, combined single limit, written on an occurrence form.
- d. Professional liability insurance coverage, including contractual liability, in an amount not less than One Million Dollars (\$1,000,000.00), and ENGINEER shall maintain such coverage for at least four (4) years from the termination of this Agreement; and during this four-year period, ENGINEER shall use ENGINEER's best efforts to ensure that there is no change of the retroactive date on this insurance coverage.

The CITY is hereby authorized to reduce the requirements set forth above in the event the CITY determines that such reduction is in the CITY's best interest.

Each insurance policy required by this Agreement shall contain the following clauses:

- a. This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice has been given to the Clerk of the CITY.
- b. It is agreed that any insurance maintained by the CITY shall apply in excess of and not contribute with insurance provided by this policy.

Each insurance policy required by this Agreement, excepting policies for worker's compensation and professional liability, shall contain the following clause:

The CITY, its officers, agents, employees, representatives and volunteers are added as additional insureds as respects operations and activities of, or on behalf of, the named insured, performed under contract with the CITY.

Prior to commencing any work under this Agreement, ENGINEER shall deliver to the CITY insurance certificates confirming the existence of the insurance required by this Agreement, and including the applicable clauses referenced above. Also, within thirty (30) days of the execution date of this Agreement, ENGINEER shall provide to CITY endorsements to the above-required policies, which add to these policies the applicable clauses referenced above. Said endorsements shall be signed by an authorized representative of the insurance company and shall include the signature's company affiliation and title. Should it be deemed necessary by the CITY, it shall be ENGINEER's responsibility to see that the CITY receives documentation acceptable to the CITY which sustains that the individual signing said endorsements is indeed authorized to do so by the insurance company. Also, the CITY has the right to demand, and to receive within a reasonable time period, copies of any insurance policies required under this Agreement.

In addition to any other remedies the CITY may have if ENGINEER fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, the CITY may, at its sole option:

- a. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;

- b. Order ENGINEER to stop work under this Agreement and/or withhold any payment(s) which become due to ENGINEER hereunder until ENGINEER demonstrates compliance with the requirements hereof.
- c. Terminate this Agreement.

Exercise of any of the above remedies, however, is an alternative to other remedies the CITY may have and is not the exclusive remedy for ENGINEER's failure to maintain insurance or secure appropriate endorsements.

Nothing herein contained shall be construed as limiting in any way the extent to which ENGINEER may be held responsible for payments of damages to persons or property resulting from ENGINEER's, or its subcontractor's, performance of the work covered under this Agreement.

13. NONDISCRIMINATION: ENGINEER, for itself and its successors and assigns, agrees that in the performance of services provided for in this Agreement, ENGINEER will not unlawfully discriminate against any employee or applicant for employment because of age, race, handicap, color, creed, religion, sex, marital status, ancestry, or national origin.

14. CONFLICT OF INTEREST: ENGINEER warrants that it presently has no interest and will not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of its services hereunder. ENGINEER further covenants that, in performing this Agreement, it will employ no person who has any such interest. Should any conflict of interest arise, it will be disclosed and managed accordingly.

15. OWNERSHIPS: All work performed by ENGINEER on behalf of the CITY shall become the property of the CITY upon payment by the CITY for the services, including but not limited to electronic data and data compiled for the purpose of generating the final work product. The CITY shall have the right to use the data without obtaining prior approval by the ENGINEER.

16. NONWAIVER: Failure of either party to exercise any of the rights under this Agreement, or breach thereof, shall not be deemed to be a waiver of such right or a waiver of any subsequent breach.

17. CHOICE OF LAW: Any dispute under this Agreement, or related to this Agreement, shall be decided in accordance with the laws of the state of Idaho.

18. ENTIRE AGREEMENT: This is the entire agreement of the parties and can only be modified or amended in writing by the parties.

19. SEVERABILITY: If any part of this Agreement is held unenforceable, the remaining portions of the Agreement will nevertheless remain in full force and effect.

20. ATTORNEY FEES: Reasonable attorney fees shall be awarded to the prevailing party in any action to enforce this Agreement or to declare forfeiture or termination of this Agreement.

21. CERTIFICATION CONCERNING BOYCOTT OF ISREAL: Pursuant to Idaho Code section 67-2346, if payments under the Contract exceed one hundred thousand dollars and

CONSULTANT employs ten or more persons, CONSULTANT certifies that it is not currently engaged in, and will not for the duration of the Contract, engage in a boycott of goods or services from Israel or territories under it's control. The terms in this section defined in Idaho Code section 67-2346 have the meaning defined therein.

22. CERTIFICATION THAT COMPANY IS NOT CURRENTLY OWNED OR OPERATED BY THE GOVERNMENT OF CHINA: Pursuant to Idaho Code section 67-2359, CONSULTANT certifies that the company is not currently owned or operated, and will not for the duration of the contract be owned or operated by the government of China. The terms defined in Idaho Code section 67-2359 shall have the meaning defined therein.

23. NOTICES: Any and all notices required or permitted to be given under this Agreement will be sufficient if furnished in writing, hand delivered, or sent by registered or certified mail to:

With a copy to: Fonda Jovick
Lake City Law
435 W Hanley Avenue, Suite 101
Coeur d'Alene, Idaho 83815
Telephone: (208) 664-8115
Facsimile: (208) 664-6338
E-mail: fjovick@lclattorneys.com

To Contractor: **ITERIS, Inc.**
Attn: Scott Carlson
1700 Carnegie Avenue, Suite 100
Santa Ana, CA 92705

Iteris Project Manager (Spokane)
Jennifer Martin, P.E.
(509)309-8581
jmartin@iteris.com

IN WITNESS WHEREOF, the parties have made and entered into this Agreement as of the Effective Date first above written.

The parties have executed this Agreement as of the Effective Date.

CITY

ENGINEER

CITY OF HAYDEN

ITERIS, Inc.

By: _____
Alan Davis, Mayor

By: _____

ATTEST:

Its: _____

Abbi Sanchez, City Clerk

APPENDIX A – ITERIS FEE SCHEDULE

STAFF CLASSIFICATION	Through 12/31/26	
	MIN	MAX
Support Staff I	\$110	\$133
Support Staff II	\$180	\$253
Assistant Engineer/Planner	\$119	\$136
Associate Engineer/Planner	\$138	\$177
Engineer/Planner	\$146	\$219
Senior Engineer/Planner I	\$199	\$222
Senior Engineer/Planner II	\$222	\$262
Lead Engineer/Senior Manager	\$247	\$303
Associate Vice President/Principal/Director	\$257	\$358
Vice President/Chief Scientist	\$363	\$435

Standard Terms and Conditions

- Subconsultant, Subcontractor, equipment or other direct expenses to be billed at cost, unless otherwise negotiated.
- Mileage rates will be based upon current IRS standard rates.