

SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



ITEM: 3.76  
(ID # 27620)

MEETING DATE:  
Tuesday, June 10, 2025

FROM : TLMA-TRANSPORTATION

**SUBJECT:** TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION:  
Approval of the Agreement with Iteris Inc. for the purchase of traffic signal video detection equipment and replacement parts without seeking competitive bids for an annual amount of \$200,000 for five years through June 30, 2030; All Districts. [\$1,000,000 Total Cost – Local Funds 100%]

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. **Approve** the Agreement with Iteris Inc. for the purchase of traffic signal video detection equipment and replacement parts without seeking competitive bids for an annual amount of \$200,000 for five years through June 30, 2030, and authorize the Chair of the Board to sign the same;
2. **Authorize** the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved by County Counsel to sign amendments that make modifications to the scope of services that stay within the intent of the agreement; and
3. **Authorize** the Purchasing Agent to issue Purchase Orders to Iteris Inc. in an amount not to exceed the approved compensation amount for traffic signal video detection equipment and replacement parts that is consistent with the Agreement.

**ACTION:Policy**


  
Dennis Acuna, Director of Transportation 5/13/2025

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**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Gutierrez, seconded by Supervisor Washington and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Medina, Spiegel, Washington, Perez and Gutierrez  
Nays: None  
Absent: None  
Date: June 10, 2025  
xc: TLMA-Transp.

Kimberly A. Rector  
Clerk of the Board  
By:   
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
STATE OF CALIFORNIA**

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 0	\$ 200,000	\$ 1,000,000	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> Gas Tax 82% / Contracted City Funds 18%			<b>Budget Adjustment:</b>	N/A
			<b>For Fiscal Year:</b>	25/26-29/30

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

**Summary**

The County of Riverside Transportation Department is seeking the ability to purchase traffic signal video detection equipment and replacement parts through RodeFx, Iteris' exclusive sales agent in Southern California. The equipment and replacement parts will be used to service and maintain traffic signals in the County of Riverside and six contract agencies. The contracted agencies currently utilize Iteris video detection equipment and have requested that the County purchase Iteris equipment and parts, exclusively, to maintain their traffic signals.

Traffic signals in the County and these contracted agencies are equipped with Iteris video detection system in lieu of inductance asphalt embedded loop detectors. The County has found that contractors exclusively utilize Iteris video detection systems on new and modified traffic signals which has resulted in a need to purchase Iteris equipment and replacement parts, exclusively.

Detection systems are not interchangeable from one manufacture to another and based on the County's experience, it has been more cost effective to purchase and replace the Iteris specific equipment and components rather than retrofitting the traffic signal with a different video detection system brand, as the video detection system ages, fails or is otherwise damaged from vehicle collisions that result in knockdowns.

The Department is requesting approval by accepting the quote from Iteris as a Single Source Justification (25-160) as an option to procure these services and continue to utilize their current system and equipment. The County's traffic signal maintenance staff have become familiar with Iteris' interface, system features, and systems installation, maintenance and troubleshooting techniques, which eliminate the need to train staff on alternative video detection systems.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

Gas tax will be used for the cost to maintain signals within unincorporated County. City funds will be used for the cost to maintain signals within their respective jurisdictions.

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STATE OF CALIFORNIA**



Description:	FY25/26	FY26/27	FY27/28	FY28/29	FY29/30	Total
Ongoing Costs for Equipment and Replacement Parts:	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$1,000,000
<b>Total Costs</b>	<b>\$200,000</b>	<b>\$200,000</b>	<b>\$200,000</b>	<b>\$200,000</b>	<b>\$200,000</b>	<b>\$1,000,000</b>

**Contract History and Price Reasonableness**

Currently, the County has maintenance agreements with cities of Menifee, Perris, Canyon Lake, Lake Elsinore, San Jacinto, Jurupa Valley and MJPA (County will take over traffic signal maintenance responsibilities for MJPA traffic signals on July 1, 2025). Video detection systems are not interchangeable from one manufacture to another and based on the County's experience it has been more cost effective to purchase and replace Iteris specific equipment and components rather than retrofitting the traffic signals with a different video detection system brand. The cost of Iteris equipment and components is comparable to similar products.

**ATTACHMENTS:**

Purchasing Approved Single Source with Iteris Inc.  
County of Riverside Agreement for Equipment with Iteris, Inc.

  
 Melissa Curtis, Deputy Director of Purchasing and Fleet      5/23/2025      
   
 Jason Farin, Principal Policy Analyst      6/4/2025

  
 Aaron Gettis, Chief of Deputy County Counsel      5/30/2025

COUNTY OF RIVERSIDE  
AGREEMENT FOR EQUIPMENT

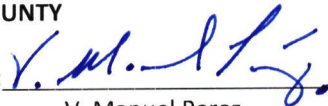
Contract ID #  
TLARC-55088-00003-06/30

This Agreement is made and entered into by and between ITERIS, INC., a Delaware corporation, (herein referred to as "CONTRACTOR") and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

1. SCOPE OF SERVICES. At the request of COUNTY, CONTRACTOR shall provide the equipment set forth on Exhibit A, Equipment List and Prices, at the extended prices stated therein to COUNTY on an as needed basis FOB Destination. CONTRACTOR shall not perform any additional services and COUNTY shall not pay for any additional services, unless agreed upon by the parties via a written amendment signed by the authorized representatives of both parties.
2. PAYMENT PROVISIONS. Maximum payments by COUNTY to CONTRACTOR shall not exceed two hundred thousand dollars (\$200,000) annually. CONTRACTOR shall be paid in arrears based on an invoice submitted to COUNTY within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt. COUNTY shall not pay interest or finance charges except as permitted by California Government Code §926.10. In the event payment under this Agreement is later disallowed by COUNTY, CONTRACTOR shall promptly refund the disallowed amount to COUNTY on request or COUNTY, at its option, may offset the amount disallowed from any payment due to CONTRACTOR. No price increases will be permitted during the period of performance of this Agreement.
3. PERIOD OF PERFORMANCE. This Agreement shall be effective upon signature of this Agreement by both parties and continues in effect through June 30, 2030, unless terminated earlier.
4. ADDITIONAL TERMS AND CONDITIONS. The following additional terms and conditions are made a part of this Agreement (items checked are hereby incorporated by reference and made a part of this Agreement as if attached hereto):
  - EXHIBIT A: EQUIPMENT LIST AND PRICES
  - COUNTY OF RIVERSIDE GENERAL CONDITIONS PRODUCT- PERSONAL/PROFESSIONAL SERVICES
5. ENTIRE AGREEMENT; AMENDMENTS. This Agreement constitutes the entire agreement of the parties and supersedes all prior communications. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.
6. COUNTERPARTS; SIGNATURES. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. CONTRACTOR represents and warrants that the individual signing this Agreement on behalf of CONTRACTOR has full and complete authority to bind CONTRACTOR to the terms of this Agreement. Each party to this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures.


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

COUNTY

By:   
V. Manuel Perez  
Chair, Board of Supervisors

Dated: JUN 10 2025  
Address: County of Riverside  
Transportation and Land Management Agency  
4080 Lemon Street  
Riverside, CA 92501

CONTRACTOR

By:   
Brian Girardot  
Senior Vice President

Dated: May 29, 2025  
Address: Iteris Inc.  
PO Box 60163  
Industry, CA 91716-0163

ATTEST:  
KIMBERLY A. RECTOR, Clerk

By:   
DEPUTY

FORM APPROVED COUNTY COUNSEL

BY:   
DANIELLE D. MALAND

EXHIBIT A  
EQUIPMENT LIST AND PRICES

2025 Itebis Blanket Order pricing						
Product Name	Product Description	Qty	Unit Price	Price	Discount %	Ext. Price
MON-17HDMI	17 in Color LCD Monitor Drawer Generation 4 LCD 1U rack mount drawer with monitor 1 composite video 1 VGA and 1 HDMI video input NTSC PAL	1	\$1,450.00	\$1,450.00		\$1,450.00
NEXT MAX-CCU-4SM-2-TS1-PAK	Next Max 8 Channel Shelf Mount with External DVPs - 2 DVPs, 1 Surge Panel, 1 Power Supply and 1 Ship Kit	1	\$15,109.00	\$15,109.00	10	\$13,598.10
NEXT MAX-CCU-8SM-4-TS1-PAK	Next Max 8 Channel Shelf Mount with External DVPs - 4 DVPs, 1 Surge Panel, 1 Power Supply, 1 Ship Kit	1	\$24,485.00	\$24,485.00	10	\$22,036.50
NEXT-CAM-PAK	Vantage Next WDR Camera. Includes NEXT-CAM-SHIPKIT (pedestal-mount bracket assembly, 2 shielded RJ45 connectors)	1	\$1,700.00	\$1,700.00	10	\$1,530.00
NEXT-CCU-PAK	Vantage Next CCU Unit 1U box supports up to 2 NEXT DVPs (ordered separately) includes NEXT CCU SHIPKIT NEMA cabinet mounting bracket 2.4GHz rubber duck antenna USB optical mouse 6 ft HDMI cable 5 ft Cat5e patch cable 4 x 3 ft Cat5e patch cables screwdriver insulated crimp on ground lug 6 ft power cord	1	\$3,850.00	\$3,850.00	10	\$3,465.00
NEXT-CCU-SM-PAK	Vantage Next CCU, Shelf-Mount Unit, supports up to 2 NEXT-DVPs (ordered separately). Includes CCU-SM-SHIPKIT (external din-rail power supply, 2.4GHz rubber duck antenna, USB optical mouse, 6 ft. HDMI cable, 5 ft. Cat5e patch cable, 4 x 3 ft. Cat5e patch cables, screwdriver)	1	\$3,311.00	\$3,311.00	10	\$2,979.90
NEXT-CCU-SM-TS2-PAK	Vantage Next CCU, Shelf-Mount Unit, for TS2 applications. Supports up to 4 sensors, no separate rack mount processors required. Includes CCU SM-TS2 SHIPKIT (external din rail power supply, 2.4GHz rubber duck antenna, USB optical mouse, 6 ft. HDMI cable, 5 ft. Cat5e patch cable, screwdriver)	1	\$12,990.00	\$12,990.00	10	\$11,691.00
NEXT-DWP	MODULE ASSEMBLY, DUAL VIDEO PROCESSOR, NEXT	1	\$3,850.00	\$3,850.00	10	\$3,465.00
SURGEPAN	Power & Video Surge Protection Panel w/ mounting for up to 4 Suppressors (Din Rail Configuration)	1	\$400.00	\$400.00	10	\$360.00
SURGEVAN-FCBL	Surge Suppressor w/ one FCABLE	1	\$79.00	\$79.00		\$79.00
TS2 CABLE	SDLC Cable for TS2 VRACK	1	\$90.00	\$90.00		\$90.00
TS2CABLE-2070-4	493024101 4 FOOT Cable Assembly SDLC2 2070 controller	1	\$90.00	\$90.00		\$90.00
VECTOR-NEXT	SENSOR ASSEMBLY, VECTOR IN NEXT, CORD GRIP, TYPE 45 RADAR	1	\$4,400.00	\$4,400.00	10	\$3,960.00
VECTORRPU	Itebis Vector remote programming unit	1	\$1,000.00	\$1,000.00		\$1,000.00
4 Vector Apex System	Complete 4 Vector Apex System	1	\$28,600.00	\$28,600.00	10	\$25,740.00
4 Vector NEXT System	Complete 4 Vector NEXT System	1	\$26,400.00	\$26,400.00	10	\$23,760.00
APEX-CAB-INT-PAK	Cabinet Interface Unit Assembly, CI PAK Includes Pack out kit ,Cabinet Interface, CI Cabinet Interface Unit Assembly Ship kit Cabinet Interface and Surge Protector NEMA TS2 Port,BIU-15	1	\$8,800.00	\$8,800.00	10	\$7,920.00
APEX-CAM-3W-PAK	PACK OUT KIT, CAMERA SENSOR, 3 WIRE	1	\$3,774.00	\$3,774.00	10	\$3,396.60
APEX-CAM-4B-PAK	PACK OUT KIT, CAMERA SENSOR A4B	1	\$3,558.00	\$3,558.00	10	\$3,202.20
APEX-PWR-3W-PAK	Pack Out Kit Power Injector PI 3 WIRE	1	\$3,850.00	\$3,850.00	10	\$3,465.00
APEX-RM-PAK	Apex 2U Rackmount Cabinet Interface includes CI, PI, CDP supports up to 4 sensors and shipkit	1	\$12,167.00	\$12,167.00	10	\$10,950.30
APEX-VEC-3W	SENSOR ASSEMBLY, HYBRID, 3 WIRE	1	\$5,100.00	\$5,100.00	10	\$4,590.00
APEX-VEC-4B	4Bv Apex Vector Sensor	1	\$6,004.00	\$6,004.00	10	\$5,403.60
CAMBRKT4	Camera Mounting Bracket, Universal Pedestal	1	\$225.00	\$225.00	10	\$202.50
EDGE2-IO32-PAK	TS1 IO module with 32 Outputs (Includes: Edge I/O Module Assembly, Output Cable, Input Cable, Extension Module Cable, I/O Module Users Manual) Fits in NEMA/Caltrans detector racks.	1	\$891.00	\$891.00	10	\$801.90
EXTMOD2-PAK	Extension Module 2 Channel includes RJ45 EMCABLE Fits in NEMA Caltrans detector racks	1	\$375.00	\$375.00	10	\$337.50
EXTMOD4-PAK	Extension Module 4 Channel includes RJ45 EMCABLE Fits in NEMA and Caltrans detector racks	1	\$450.00	\$450.00	10	\$405.00
MON-10LCD-SL	10 in. Color LCD Monitor, Sunlight Viewable, 2 composite video inputs, 1 VGA input, 1 HDMI input (NTSC/PAL)	1	\$485.00	\$485.00		\$485.00

**COUNTY OF RIVERSIDE GENERAL CONDITIONS  
PRODUCT- PERSONAL/PROFESSIONAL SERVICES**

1. **General** - The materials or services set forth in this bid/agreement shall be furnished by CONTRACTOR subject to all the terms and conditions listed herein which CONTRACTOR in accepting an order agrees to be bound by and to comply with in all particulars. No other terms or conditions shall be binding upon the parties unless hereafter accepted by them in writing. Written acceptance or the beginning of performance of all or any portion of the services herein shall constitute unqualified acceptance of all these terms and conditions.

2. **Terms - Seller** - As used in this Article, the word 'CONTRACTOR' includes Seller and related sub-suppliers/contractors at any level or tier.

3. **Payment** - The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

4. **Alteration or Changes to the Agreement**

4.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

5. **Termination**

5.1. COUNTY may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

5.2 COUNTY may, upon five (5) days written notice terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

5.3 After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been

completed or continued, would have been required to be furnished to COUNTY.

**5.4** After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement and at the rates agreed upon.

**5.5** CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

**5.6** If the Agreement is federally or State funded, CONTRACTOR cannot be debarred from the System for Award Management (SAM). CONTRACTOR must notify the COUNTY immediately of the debarment. Reference: (System for Award Management (SAM) at <https://www.sam.gov> for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

**5.7** The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

**6. Ownership/Use of Contract Materials and Products**

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY. The material, reports or products may be used by the COUNTY for any purpose COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY.

**7. Conduct of Contractor**

**7.1** The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

**7.2** The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

**7.3** The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

**8. Inspection of Service; Quality Control/Assurance**

**8.1** All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected; the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

**8.2** CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

**9. Independent Contractor**

The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

**10. Subcontract for Work or Services**

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

**11. Disputes**

**11.1** The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

**11.2** Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

**12. Licensing and Permits**

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

**13. Use By Other Political Entities**

The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit entity in Riverside County. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

**14. Non-Discrimination**

CONTRACTOR shall not discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they

shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) and all other applicable laws or regulations.

**15. Records and Documents**

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

**16. Confidentiality**

**16.1** The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

**16.2** The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

**16.3** If applicable, the CONTRACTOR is subject to and shall operate in compliance with all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, enacted August 21, 1996, and the related laws and regulations promulgated subsequent thereto.

**17. Administration/Contract Liaison**

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

**18. Notices**

All correspondence and notices shall be sent to the parties at the addresses set forth in the signature blocks and are deemed submitted two (2) days after their deposit in the United States mail, postage prepaid.

**19. Force Majeure**

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

**20. EDD Reporting Requirements**

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data

and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at [www.edd.ca.gov](http://www.edd.ca.gov).

**21. Hold Harmless/Indemnification**

**21.1** CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of CONTRACTOR, its officers, employees, subcontractors, agents or representatives Indemnitors from this Agreement. CONTRACTOR shall defend, at its sole expense, all costs, and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

**21.2** With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR'S indemnification to Indemnitees as set forth herein.

**21.3** CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

**21.4** The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

**21.5** In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the CONTRACTOR from indemnifying the Indemnitees to the fullest extent allowed by law.

**22. Insurance**

**22.1** Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

**A. Workers' Compensation:**

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.

**B. Commercial General Liability:**

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per

occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

**C. Vehicle Liability:**

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

**D. Professional Liability** (ONLY APPLICABLE IN CONTRACTS WITH SERVICE PROVIDERS INCLUDING BUT NOT LIMITED TO ENGINEERS, DOCTORS, AND LAWYERS). CONTRACTOR shall maintain Professional Liability Insurance providing coverage for the CONTRACTOR's performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If CONTRACTOR's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CONTRACTOR shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that CONTRACTOR has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows.

**E. General Insurance Provisions - All lines:**

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance

shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

8) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

### **23. General**

**23.1** CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

**23.2** Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

**23.3** In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

**23.4** CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

**23.5** CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims, or encumbrances.

**23.6** Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

**23.7** The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

**23.8** CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

**23.9** CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

**23.10** CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

**23.11** This Agreement shall be governed by the laws of the State of California. Any legal action related

to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.






# Final Iteris Contract

Final Audit Report

2025-05-29

Created:	2025-05-29
By:	Monica Rossow (mrossow@rivco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAM6Y7J8Q4nnZ1PI8zfyysKysLnhODCGy

## "Final Iteris Contract" History

-  Document created by Monica Rossow (mrossow@rivco.org)  
2025-05-29 - 9:41:09 PM GMT
-  Document emailed to Brian Girardot (brg@iteris.com) for signature  
2025-05-29 - 9:41:14 PM GMT
-  Email viewed by Brian Girardot (brg@iteris.com)  
2025-05-29 - 9:43:48 PM GMT
-  Document e-signed by Brian Girardot (brg@iteris.com)  
Signature Date: 2025-05-29 - 9:46:32 PM GMT - Time Source: server
-  Agreement completed.  
2025-05-29 - 9:46:32 PM GMT



Dennis Acuna, P. E., T. E.  
Director of Transportation

**COUNTY OF RIVERSIDE**  
**TRANSPORTATION AND**  
**LAND MANAGEMENT AGENCY**

Hector D. Davila, P.E.  
Deputy for Transportation/Capital  
Projects

Russell Williams  
Deputy for Transportation Planning and  
Development

**Transportation Department**

Date: Tuesday, April 15, 2025  
From: Dennis Acuna, Director of Transportation  
To: Purchasing Agent  
Via: Monica Rossow (951-955-8324)  
Subject: Request for Single Source Procurement for Iteris Traffic Signal Video Detection Equipment

The below information is provided in support of my department requesting review for a single or sole source purchase/agreement with a cost of \$5,000 or more for goods and/or services.

Single Source       Sole Source

Supporting Documents: indicate which are included in the request from the list below.

- Supplier Quote       Supplier Sole Source Letter       Final draft agreement
- Final draft Form 11       H-11 approved by RCIT/TSOC       Grant Agreement
- Other: \_\_\_\_\_ (i.e. CA

Secretary of State Business Entity Information, Dept. of Justice Registration Conformation for non-profits, etc.)

1. Requested Supplier Name: Iteris      Supplier ID: 0000063791

a. Describe the goods/service being requested:

The County Transportation Department is seeking the ability to purchase video detection equipment and parts through Iteris’s exclusive sales agent in Southern California RodeFx. The equipment will be used to service the County of Riverside and the (7) eight contracted cities under the County’s general maintenance agreements. These Cities currently have installed Iteris detection equipment and have requested that the County of Riverside purchase Iteris equipment and parts exclusively to maintenance their equipment. Iteris sells their video detection equipment direct in the Southern California market and has established RodeFx as the exclusive sales agent for Iteris products in Southern California

b. Explain the unique features of the goods/services being requested from this supplier:



Dennis Arcana, P. E., I. E.  
Director of Transportation

# COUNTY OF RIVERSIDE

## TRANSPORTATION AND LAND MANAGEMENT AGENCY

Hector D. Davila, P.E.  
Deputy for Transportation/Capital  
Projects

Russell Williams  
Deputy for Transportation/Planning and  
Development

### Transportation Department

Iteris video detection equipment is end user friendly, advanced in modern technology, are proven in the market as the leader in video detection equipment. Technical support from the manufacture is exceptional, and at no added cost to the transportation department. The County's traffic signal maintenance staff has become accustom to the user interface features of the systems/installation/maintenance and troubleshooting techniques, which also eliminates the need to completely re-train staff on alternative type video detections systems that may be an alternate to Iteris, Inc.

- c. What are the operational benefits to your department?

Traffic signals in the County of Riverside, and the contracted cities are equipped with Iteris video detection systems in lieu of inductance asphalt embedded loop detectors. The County of Riverside has found that contractors throughout the County have exclusively provided Iteris Video Detection Systems on all new and modification projects. The amount of Iteris video detection systems installed throughout the County and cities it services has resulted in a need to purchase Iteris equipment exclusively.

- d. Provide details on any cost benefits/discounts.

Currently, with the County's maintenance agreements with cities of Menifee, Perris, Canyon Lake, Lake Elsinore, San Jacinto, Jurupa Valley and MJPA, it would be counter intuitive and costly to the cities to retrofit their traffic signal-controlled intersections where specific Iteris components age, fail or otherwise are damaged from vehicle collisions that result in knockdowns.

Video detection systems are not interchangeable from one manufacture to another, and as a specific component ages, fails or otherwise are damaged where an Iteris, Inc. video detection system are installed, the County's experience has been that it's more cost effective to purchase and replace the Iteris, Inc. specific component, vs. purchasing and completely retrofitting the entire system of a different brand. The County's traffic signal maintenance staff have become accustom to the user interface features of the systems/installation/maintenance and troubleshooting techniques, which also eliminates the need to spend money to completely re-train staff on alternative type video detections systems that may be an alternate to Iteris, Inc.

2. Can this request be formally bid out or procured using a viable solution such as an existing cooperative agreement or existing contract with another department or public entity?

Yes  No

- a. If yes, please explain why you are requesting to utilize an SSJ process? Iteris, Inc equipment is widely used by the County Transportation Department. The features are unique to Iteris, Inc, are not provided by other companies.



**COUNTY OF RIVERSIDE**  
**TRANSPORTATION AND**  
**LAND MANAGEMENT AGENCY**

Dennis Acuna, P. E., T. E.  
 Director of Transportation

Hector D. Davila, P.E.  
 Deputy for Transportation/Capital  
 Projects

Russell Williams  
 Deputy for Transportation/Planning and  
 Development

**Transportation Department**

3. Has your department previously requested/received an assigned tracking number for a single or sole source request for this Supplier for the goods/service requested now? (If yes, please provide the reviewed single or sole source tracking number).

Yes SSJ# RivcoPro 2/27/2020 & 17-238  No

a. What was the total aggregate amount? \$1,000,000

4. Identify all costs for this requested in the table below:  
 If review is for multiple years, all costs must be identified below:

Description:	FY25/26	FY26/27	FY27/28	FY28/29	FY29/30	Total
Ongoing Costs for Equipment and Replacement Parts:	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$1,000,000
Total	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$1,000,000

Note: Insert additional rows as needed

5. Period of Performance: July 1, 2025 through June 30, 2030

Ratify Start Date (if applicable): \_\_\_\_\_

Initial Term Start Date: 07/1/2025 End Date: 06/30/2030

Number of renewal options (please provide those options: (i.e., one year with an option to renew four additional one-year periods): 0

Aggregate Term/End Date: June 30, 2030

6. Projected Board of Supervisor Date (if applicable): June 10, 2025

**By signing below, I certify that all contractual and legal requirements to do business with the selected supplier has been fully vetted and approved.**

Dennis Acuna  
 Print Name

[Signature]  
 Department Head Signature  
 (Executive Level Designee)

April 16, 2025  
 Date

.....  
**PCS Reviewed:**

