

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



**ITEM**  
**3.33**  
**(ID # 10526)**

**MEETING DATE:**

Tuesday, August 6, 2019

**FROM:** (RUHS) RIVERSIDE UNIVERSITY HEALTH SYSTEM AND DEPARTMENT OF PUBLIC SOCIAL SERVICES AND FLOOD CONTROL DISTRICT AND ASSESSOR-COUNTY CLERK-RECORDER AND RIVERSIDE UNIVERSITY HEALTH SYSTEM AND RIVERSIDE COUNTY INFORMATION TECHNOLOGY AND TRANSPORTATION AND LAND MANAGEMENT:

**SUBJECT:** RIVERSIDE UNIVERSITY HEALTH SYSTEM-BEHAVIORAL HEALTH (RUHS-BH) AND DEPARTMENT OF PUBLIC SOCIAL SERVICES (DPSS) AND FLOOD CONTROL DISTRICT AND ASSESSOR-COUNTY CLERK-RECORDER (ACR) AND RIVERSIDE UNIVERSITY HEALTH SYSTEM (RUHS) AND RIVERSIDE COUNTY INFORMATION TECHNOLOGY (RCIT) AND TRANSPORTATION AND LAND MANAGEMENT (TLMA): Approve the Dark Fiber Optic Connectivity Agreement with Crown Castle Fiber LLC, to Provide Dark Fiber Connectivity for twelve (12) additional dark fiber circuits for existing sites throughout the County of Riverside through December 31, 2024; All Districts. [\$1,188,000 - Total Aggregate Cost, (\$237,600 -Annually)- RUHS-BH Budget -31%, DPSS Budget - 18%, Flood Control District Budget -17%, ACR Budget-10%, RUHS Budget-8%, RCIT Budget- 8%, and TLMA Budget-8%]

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

1. Approve the Dark Fiber Optic Connectivity Agreement with Crown Castle Fiber LLC to provide dark fiber optic cable connectivity for twelve (12) additional dark fiber circuits for existing sites throughout the County of Riverside through December 31, 2024, for the total aggregate amount of \$1,188,000, and authorize the Chairman of the Board to sign three (3) copies of the same;

**ACTION:Policy**

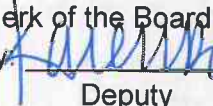
  
Jennifer Crankshaw, Chief Executive Officer - Health System 7/24/2019

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**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Jeffries, seconded by Supervisor Spiegel and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

**Ayes:** Jeffries, Spiegel, Washington and Perez  
**Nays:** None  
**Absent:** Hewitt  
**Date:** August 6, 2019  
**xc:** RUHS, Purchasing

Kecia R. Harper  
Clerk of the Board  
By:   
Deputy

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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 to the Agreement that exercise the options of the Agreement, including modifications of the statement of work that stay within the intent of the Agreement; and
3. Direct the Clerk of the Board to retain one (1) copy of the Agreement and return two (2) copies of the Agreement to the Information Technology Department for distribution.

<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>	\$ 237,600	\$ 237,600	\$ 1,188,000	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> RUHS-BH Budget - 31%, DPSS Budget - 18%, Flood Control Budget - 17%, ACR Budget - 10%, RUHS Budget - 8%, RCIT Budget - 8%, and TLMA Budget - 8%			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> 19/20-23/24	

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

**BACKGROUND:**

**Summary**

Riverside County Departments have a growing demand for additional network bandwidth on their connections to the County of Riverside Enterprise Network (CORNET). At the same time the need to reduce cost is becoming more important. RCIT has been looking at ways to assist departments with their growing bandwidth needs while reducing overall costs.

An option to increase bandwidth while lowering costs, is the use of Dark Fiber connectivity instead of conventional telephone company circuits. RCIT has been using Dark Fiber, both in County owned and leased buildings from various companies at a variety of sites throughout the County for more than 20 years. This Dark Fiber has allowed us to be flexible with Departments demands for higher network bandwidth, while also providing an easily upgradable solution at reduced costs compared with telephone company services. Dark Fiber allows us to upgrade the bandwidth of a connection by upgrading the network equipment at each end of the Dark Fiber circuit, whereas upgrading a telephone company circuit usually results in the procurement and ordering of new circuits with timelines of up to one year or more to implement.

**Impact on Residents and Businesses**

There is no negative impact on residents or businesses within the County of Riverside.

**Additional Fiscal Information**

<b>County Departments</b>	<b>Departmental Share</b>	<b>Annual Cost</b>
RUHS-Behavioral Health (RUHS-BH)	31%	\$ 74,400.00

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Department of Public Social Services (DPSS)	18%	\$ 45,600.00
Flood Control District	17%	\$ 40,800.00
Assessor-County Clerk-Recorder (ACR)	10%	\$ 22,800.00
Riverside University Health System (RUHS)	8%	\$ 18,000.00
Transportation and Land Management (TLMA)	8%	\$ 18,000.00
Riverside County Information Technology (RCIT)	8%	\$ 18,000.00
<b>Total</b>	<b>100%</b>	<b>\$ 237,600.00</b>

**Contract History and Price Reasonableness**


On March 26, 2019 Purchasing released a Request for Quote (RFQ) #RIVCO-2019-RFQ-0000025 for Dark Fiber Optic Cable Connectivity. Notification was posted publicly and sent to six vendors. Two bidders responded which were Crown Castle Fiber LLC and Spectrum to the RFQ with quotes ranging from \$1,188,000 to \$3,783,000. The County determined and recommends award to Crown Castle Fiber LLC as the lowest most responsive/responsible bidder. The ability to achieve cost savings is also an important factor in the decision-making process RCIT uses to assess network connectivity. In this case RCIT issued an RFQ for Dark Fiber services and the awarding of the contract will allow the nine (9) locations, which were part of the RFQ to reduce their annual costs by \$3,000 to \$84,000 compared with the existing telephone company circuits currently in use today, with a combined annual total savings for all nine locations of \$147,000. The overall annual cost savings for the County will be \$147,000.


**ATTACHMENTS:**

1. Agreement with Crown Castle Fiber, LLC.

  
Teresa Summers, Director of Purchasing 7/30/2019

  
Venus Brambila 8/1/2019

  
Gregory V. Priamos, Director County Counsel 7/30/2019

  
Jason Uhley, GENERAL MGR-CHF FLD CNTRL ENG 7/24/2019


  
Sarah S. Mack, Asst. County Executive Officer 7/23/2019

  
Kan Wang, Assistant Assessor-County-Clerk Recorder 7/24/2019

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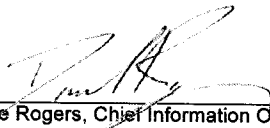
  
Matthew Chang, Director

7/25/2019



Juan C. Rivera, Director of Transportation & Land Management

7/26/2019

  
Dave Rogers, Chief Information Officer

7/29/2019

**DARK FIBER OPTIC CONNECTIVITY AGREEMENT**

**between**

**COUNTY OF RIVERSIDE**

**and**

**CROWN CASTLE FIBER LLC.**



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This Agreement made and entered into this 06 day of August, 2019 by and between Crown Castle Fiber LLC, a New York limited liability company, (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. Description of Products**

**1.1** CONTRACTOR shall provide all services and products as outlined and specified in Exhibit A, Crown Castle Order Form (Order Form (SO) #2019-45933), at the prices for twelve (12) additional sites stated in Exhibit B, Payment Provisions Dark Fiber Optic Connectivity Products. Any future county sites and cost modifications may be added to this Agreement by written amendment and approved by Riverside County Board of Supervisors.

**1.2** CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the industry standards of firms/professionals in the same discipline in the State of California.

**1.3** CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly deliver the products and hardware as outlined in Exhibit A at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement unless amended to do so and agreed upon by both COUNTY and CONTRACTOR.

**1.4** Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

**2. Period of Performance**

**2.1** This Agreement shall be effective upon signature of this Agreement by both parties and shall continue for a total period of five (5) years through December 31, 2024, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

### **3. Compensation**

**3.1** The COUNTY shall pay the CONTRACTOR for services performed, products provided, and expenses incurred in accordance with the terms of Exhibit A and B. The total maximum contract amount for this Agreement is one million one hundred eighty-eight thousand dollars (\$1,188,000), and in no single fiscal year shall the maximum payments by COUNTY to CONTRACTOR under this Agreement exceed two hundred thirty-seven thousand six hundred dollars (\$237,600) per year, including all expenses. Unless this Agreement is amended for a change of scope and cost, COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit A and B, COUNTY shall not be responsible for payment of any other expenses incurred by CONTRACTOR.

**3.2** No price increases will be permitted during the term of this Agreement.

**3.3** CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR; COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

Riverside County Information Technology

Attn: Accounts Payable

3450 14<sup>th</sup> Street, 4<sup>th</sup> Floor

Riverside, CA 92501

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number (PSA-0001234); Purchase Order as issued; quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.

**3.4** The COUNTY obligation for payment of this Agreement shall be in accordance with Exhibit A and B for at least the first twelve (12) months after Acceptance Date, after which payment is contingent upon and limited by the availability of COUNTY funding from which payment can be made. In the State of California, government agencies are not allowed to pay excess interest and late charges, per Government Code, Section 926.10. 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, provided, however, CONTRACTOR may request a change order or amendment to this Agreement.

**5. Termination**

**5.1.** COUNTY and/or CONTRACTOR may terminate this Agreement without cause upon thirty (30) days' written notice served upon either the COUNTY and/or the CONTRACTOR stating the extent and effective date of termination and CONTRACTOR shall be entitled to payment for all services rendered to the date of termination. In the event either party terminates this Agreement, any amount of prepaid funds, including support payments, will be refunded on a prorated basis.

**5.2** COUNTY may, upon thirty (30) 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 during the notice period. 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.

**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, such willful or material breach which is not cured within the time period set forth in Section 5.2; 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). Additionally, if federally or State funded, CONTRACTOR must notify the COUNTY immediately of a 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 the parties 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 Reports**

To the extent applicable, the CONTRACTOR agrees that all reports 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 reports may be used by the COUNTY for any purpose that the 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 Fiber Optic Facilities, as described in Exhibit A, provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall notify the CONTRACTOR within seventy-two (72) hours and 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, after which the Fiber Optic Facilities will be accepted ("Acceptance Date"). 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, in accordance with this Agreement, and seek reimbursement for damages from the CONTRACTOR

for costs incurred by the COUNTY because of the CONTRACTOR's failure to perform. COUNTY will be required to show proof of damages and resulting cost to make whole, in accordance with this Agreement.

**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/Employment Eligibility**

**9.1** 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.

**9.2** CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

**10. Subcontract for Work or Services**

CONTRACTOR expects to utilize subcontractors to fulfill portions of the work contemplated in this Agreement, all of which subcontractors shall be experienced, hold any necessary certifications and be properly trained and appropriately equipped to perform the subcontracted work; provided, however, that (i) CONTRACTOR shall use the same degree of care in selecting any such subcontractor as it would if such subcontractor was being retained to provide similar services to CONTRACTOR and (ii) CONTRACTOR shall in all cases remain primarily responsible for all of its obligations under this Agreement with respect to the scope and standard of the services of the Services provided to COUNTY. COUNTY's consent shall not be required in connection with the CONTRACTOR's use of subcontractors.

**11. Disputes**

**11.1** The parties shall attempt to resolve any disputes amicably at the working level. The parties will seek a full and prompt negotiated resolution within ten (10) days of the initial notice of the dispute. 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 mutually acceptable mediation as referenced in section 11.2. 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.

**11.3** Nothing herein shall prevent either party from seeking a preliminary or permanent injunction to preserve the status quo or prevent irreparable harm during the negotiation process or diminish the respective rights of the parties to pursue any and all remedies available in law and/or equity at any time.

**12. Licensing and Permits**

In performance of services hereunder, 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. 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.

**14. 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.

**15. Confidentiality**

**15.1** 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.

**15.2** 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. 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.

**17. Notices**

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

**COUNTY OF RIVERSIDE**

Riverside County Information Technology  
3450 14<sup>th</sup> Street, 4<sup>th</sup> Floor  
Riverside, CA 92501  
Attn: Kimberly Cruz  
Procurement Contract Specialist

**CONTRACTOR**

Crown Castle Fiber LLC.  
55 Broad Street 2<sup>nd</sup> Floor  
New York, NY 10004  
Attn: Legal Department

**18. 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.

**19. 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).

**20. Hold Harmless/Indemnification; Limitation of Liability**

**20.1** 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, action, claim or damage 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 claims of property damage, bodily injury, or death or any other element of any kind or nature, arising from negligent or willful acts or omissions of CONTRACTOR during the performance of this Agreement, except to the extent caused by Indemnitees. CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

**20.2** 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 indemnification to Indemnitees as set forth herein.

**20.3** 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.



**20.4** 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.

**20.5** EXCEPT IN CONNECTION WITH A PARTY'S INDEMNIFICATION OBLIGATIONS HEREUNDER, OR IN CONNECTION WITH A PARTY'S ACTS OF DISHONESTY, FRAUD, WILLFUL OR INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, EXEMPLARY, INCIDENTAL, OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF USE OF DATA, OR LOST BUSINESS, REVENUE, PROFITS OR GOODWILL, ARISING IN CONNECTION WITH THIS AGREEMENT OR ANY PRODUCT OR ANY ORDER FORM, EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

**21. Insurance**

**21.1** 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. 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 copies of Endorsements effecting coverage as required herein. 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 cancellation of such insurance, except for non-payment of premium. 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. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate(s) 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.

## **22. General**

**22.1** 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. Notwithstanding anything contained in this Agreement to the contrary, the parties agree that in the case of a merger where CONTRACTOR is the merging entity, CONTRACTOR may, upon prior written notice to COUNTY and without consent, assign this Agreement to the surviving entity and the surviving entity shall assume all of the rights and obligations of CONTRACTOR under this Agreement.

**22.2** Any waiver by a party 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 a party 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 that party from enforcement of the terms of this Agreement.

**22.3** 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.

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

**22.5** 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.

**22.6** 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.

**22.7** 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.

**22.8** CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures, subject to being provided with copies or notice of same. 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 applicable law or regulation.

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


**22.10** 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).

**22.11** 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.

**22.12** This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

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


**COUNTY OF RIVERSIDE**, a political  
subdivision of the State of California

By:   
Kevin Jeffries, Chairman  
Board of Supervisors

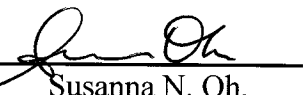
Dated: AUG 06 2019

ATTEST:

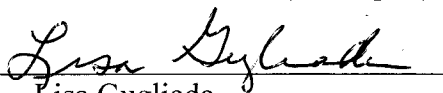
Kecia R. Harper  
Clerk of the Board

By:   
Deputy

APPROVED AS TO FORM:  
Gregory P. Priamos  
County Counsel

By:   
Susanna N. Oh,  
Deputy County Counsel

**Crown Castle Fiber LLC**,  
a New York limited liability Company

By:   
Lisa Gugliada  
Deputy General Counsel - Fiber Solutions

Dated: 7-25-2019

**EXHIBIT A**  
**SCOPE OF SERVICE**

**A1. PRODUCT DETAIL**



## Order Form

 Order Type: New  
 SO # 2019-45933

Licensee or Customer Contact Detail			
Licensee or Customer	County of Riverside		
Address & Contact	Address	4080 Lemon Street	
	City, State	Riverside, CA 92501	
Billing Address & Contact	Phone	951-955-9900	Fax
	Name	Riverside County Information Technology	
Technical Contact	Billing Address	3450 14th Street 4th Floor	
	City, State	Riverside, CA 92501	
	Name	Martin Fincham	Primary Phone (951) 955-0831
	E-mail	MFincham@RivCo.org	Alternate Phone (951) 840-8710
Product Detail			
Dark Fiber #1	# Fibers	2	Route Miles 2.00 Fiber Miles 4.00
	Total MRC	\$1,300.00	Total NRC \$0.00
	Install Lead Time	150 Days	
Location A	2085 Rustin Ave, LL1 Floor, Riverside, CA 92507		
Location Z	1960 Chicago Ave, 1st Floor, RC3 DC, Riverside, CA 92507 (PoP)		
Dark Fiber #2	# Fibers	2	Route Miles 5.70 Fiber Miles 11.40
	Total MRC	\$1,500.00	Total NRC \$0.00
	Install Lead Time	150 Days	
Location A	2085 Rustin Ave, LL1 Floor, Riverside, CA 92507		
Location Z	4080 Lemon St, 0 Floor, Riverside, CA 92501		
Dark Fiber #3	# Fibers	2	Route Miles 19.85 Fiber Miles 39.70
	Total MRC	\$2,000.00	Total NRC \$0.00
	Install Lead Time	150 Days	
Location A	4080 Lemon St, 0 Floor, Riverside, CA 92501		
Location Z	23119 Cottonwood Ave, 1st Floor, Moreno Valley, CA 92553		
Dark Fiber #4	# Fibers	2	Route Miles 2.00 Fiber Miles 4.00
	Total MRC	\$1,500.00	Total NRC \$0.00
	Install Lead Time	150 Days	
Location A	3525 Fourteenth St, LL1 Floor, Riverside, CA 92501		
Location Z	4080 Lemon St, 0 Floor, Riverside, CA 92501		
Dark Fiber #5	# Fibers	2	Route Miles 19.00 Fiber Miles 38.00
	Total MRC	\$1,900.00	Total NRC \$0.00
	Install Lead Time	150 Days	
Location A	3075 Myers St, LL1 Floor, Riverside, CA 92503		
Location Z	4080 Lemon St, 0 Floor, Riverside, CA 92501		
Dark Fiber #6	# Fibers	2	Route Miles 18.50 Fiber Miles 37.00
	Total MRC	\$1,900.00	Total NRC \$0.00
	Install Lead Time	150 Days	
Location A	2724 Gateway Dr, LL1 Floor, Riverside, CA 92507		
Location Z	4080 Lemon St, 0 Floor, Riverside, CA 92501		
Dark Fiber #7	# Fibers	2	Route Miles 3.00 Fiber Miles 6.00
	Total MRC	\$1,500.00	Total NRC \$0.00
	Install Lead Time	150 Days	
Location A	5256 Mission Blvd, LL1 Floor, Riverside, CA 92509		
Location Z	4080 Lemon St, 0 Floor, Riverside, CA 92501		
Dark Fiber #8	# Fibers	2	Route Miles 4.20 Fiber Miles 8.40
	Total MRC	\$1,900.00	Total NRC \$0.00
	Install Lead Time	150 Days	
Location A	1995 Market St, 0 Floor, Riverside, CA 92501		
Location Z	4080 Lemon St, 0 Floor, Riverside, CA 92501		

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Page 1 of 2

Initials



## Order Form

Order Type: New  
SO # 2019-45933

<b>Dark Fiber #9</b>	# Fibers 2 Total MRC \$1,500.00 Install Lead Time 150 Days	Route Miles 1.00 Total NRC \$0.00	Fiber Miles 2.00								
Location A	1995 Market St, 0 Floor, Riverside, CA 92501										
Location Z	1960 Chicago Ave, 1st Floor, RC3 DC, Riverside, CA 92507 (PoP)										
<b>Dark Fiber #10</b>	# Fibers 2 Total MRC \$1,500.00 Install Lead Time 150 Days	Route Miles 5.75 Total NRC \$0.00	Fiber Miles 11.50								
Location A	41002 County Center Dr, 1st Floor, Temecula, CA 92591										
Location Z	30755 Auld Rd, 1st Floor, Murrieta, CA 92563										
<b>Dark Fiber #11</b>	# Fibers 2 Total MRC \$1,500.00 Install Lead Time 150 Days	Route Miles 6.50 Total NRC \$0.00	Fiber Miles 13.00								
Location A	26520 Cactus Ave, 0 Floor, Moreno Valley, CA 92555										
Location Z	23119 Cottonwood Ave, 1st Floor, Moreno Valley, CA 92553										
<b>Dark Fiber #12</b>	# Fibers 2 Total MRC \$1,800.00 Install Lead Time 150 Days	Route Miles 16.25 Total NRC \$0.00	Fiber Miles 32.50								
Location A	1960 Chicago Ave, 1st Floor, RC3 DC, Riverside, CA 92507 (PoP)										
Location Z	12625 Heacock St, 1st Floor, Moreno Valley, CA 92553										
<b>Order Summary</b>											
Pricing & Contract Terms	Salesperson	Jim Brown	Terms (Months) 60								
	Client Service Mgr	Marcina Watts									
	Order Contact	Martin Fincham	Contact Email MFincham@RivCo.org								
	<table border="1"> <thead> <tr> <th></th> <th>NRC *</th> <th>MRC*</th> </tr> </thead> <tbody> <tr> <td>Dark Fiber</td> <td>\$0.00</td> <td>\$19,800.00</td> </tr> <tr> <td>Total</td> <td>\$0.00</td> <td>\$19,800.00</td> </tr> </tbody> </table>				NRC *	MRC*	Dark Fiber	\$0.00	\$19,800.00	Total	\$0.00
	NRC *	MRC*									
Dark Fiber	\$0.00	\$19,800.00									
Total	\$0.00	\$19,800.00									
*Pricing shown does not reflect applicable taxes and fees.											

**A2. Crown Castle Account Representative**

Jim Brown, Account Executive  
226 N. Lincoln Avenue  
Corona, CA 92882  
Phone: 818-231-2061  
Email: Jim.Brown@crowncastle.com



**A3. ROUTING MAPS**

	A Location	Z Location
S1.1	2085 Rustin Ave, Riverside, CA 92507	1960 Chicago Ave, Bldg F, Riverside, CA 92507



	A Location	Z Location
S1.2	2085 Rustin Ave, Riverside, CA 92507	4080 Lemon St, Riverside, CA 92501





	A Location	Z Location
S1.3	4080 Lemon St, Riverside, CA 92501	23119 Cottonwood Ave, Moreno Valley, CA 92553

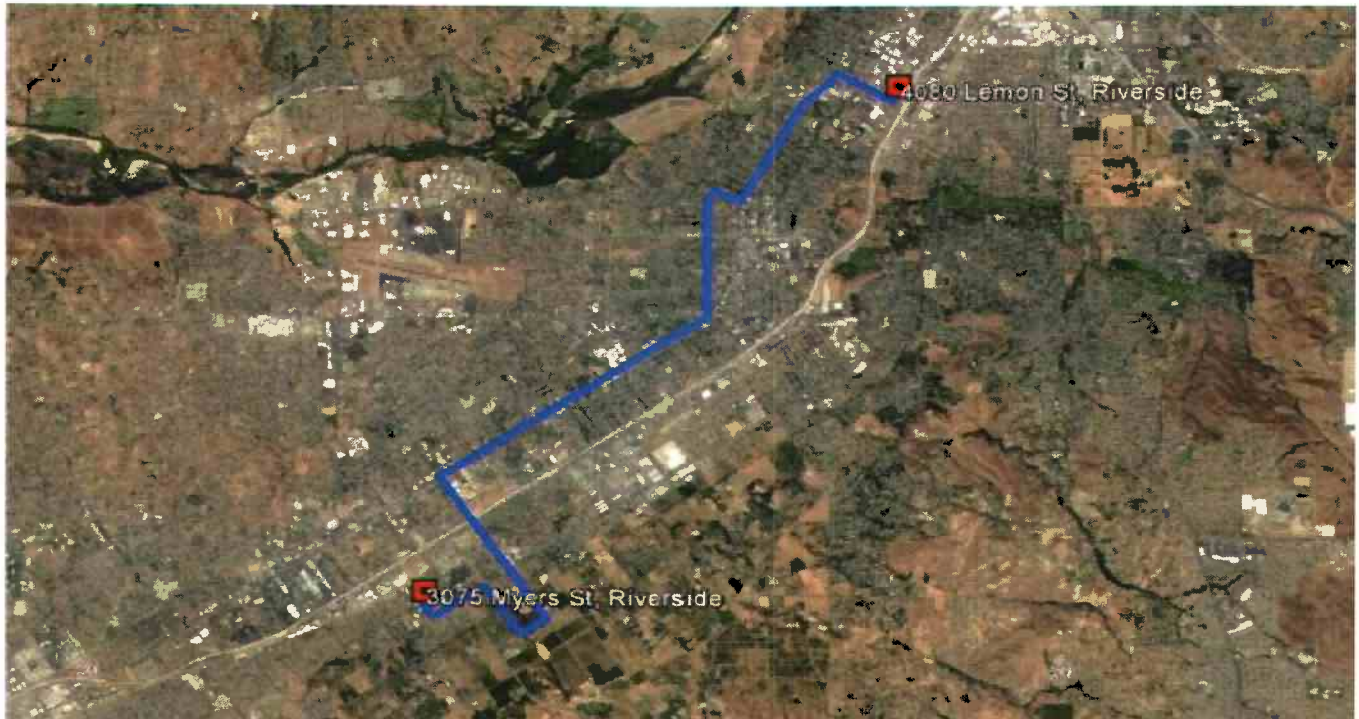


	A Location	Z Location
S1.4	3525 14th St, Riverside, CA 92501	4080 Lemon St, Riverside, CA 92501

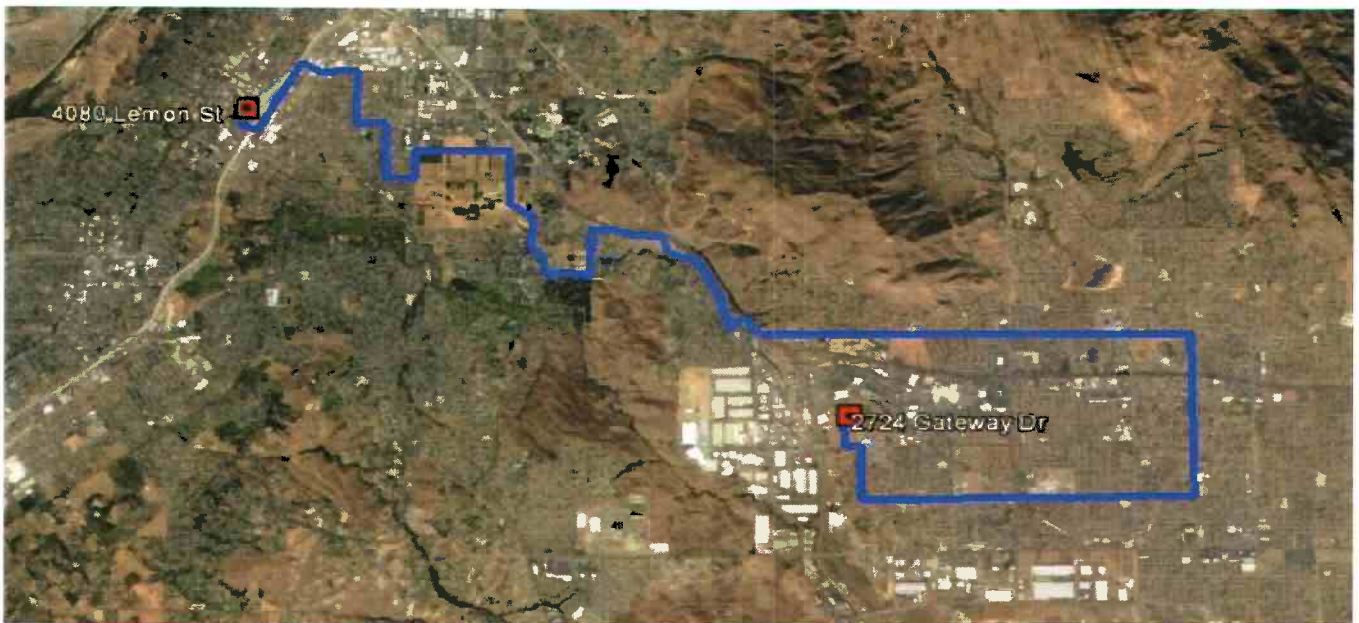




	A Location	Z Location
S1.5	3075 Myers St, Riverside, CA 92503	4080 Lemon St, Riverside, CA 92501

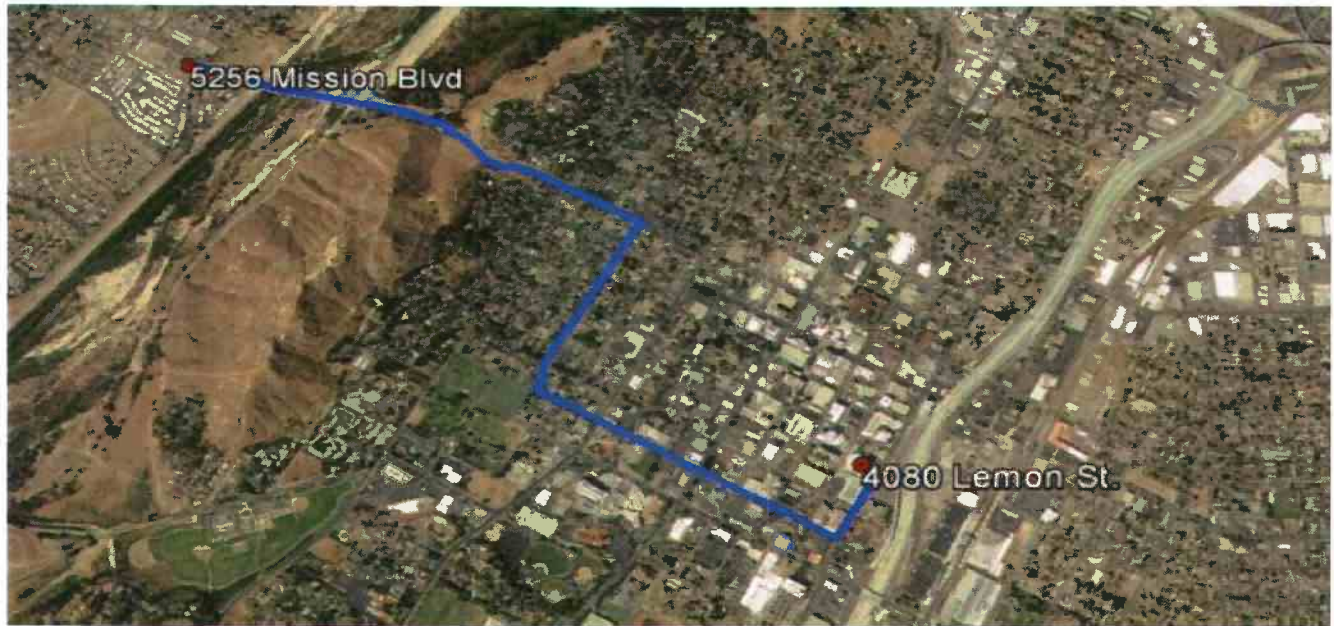


	A Location	Z Location
S1.6	2724 Gateway Dr, Riverside, CA 92507	4080 Lemon St, Riverside, CA 92501

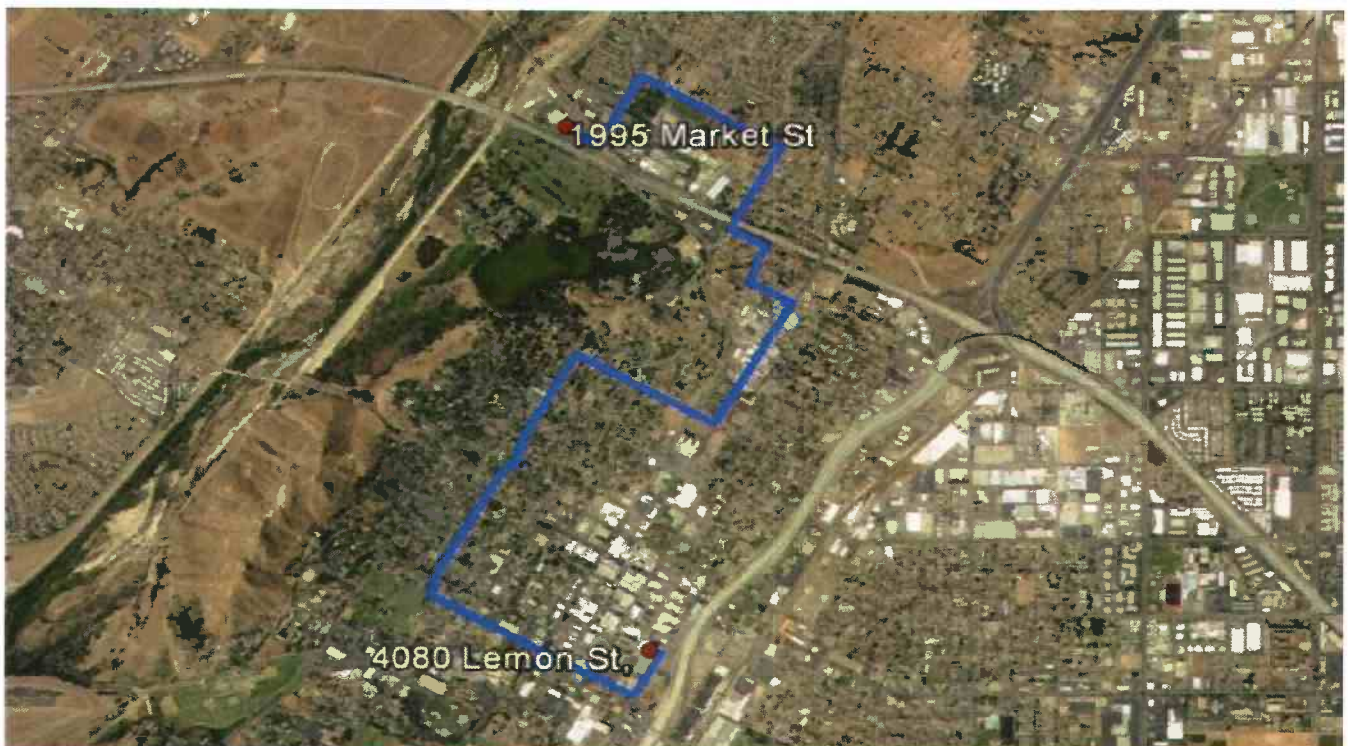




	A Location	Z Location
S1.7	5256 Mission Blvd, Riverside, CA 92509	4080 Lemon St, Riverside, CA 92501



	A Location	Z Location
S1.8	1995 Market St, Riverside, CA 92501	4080 Lemon St, Riverside, CA 92501

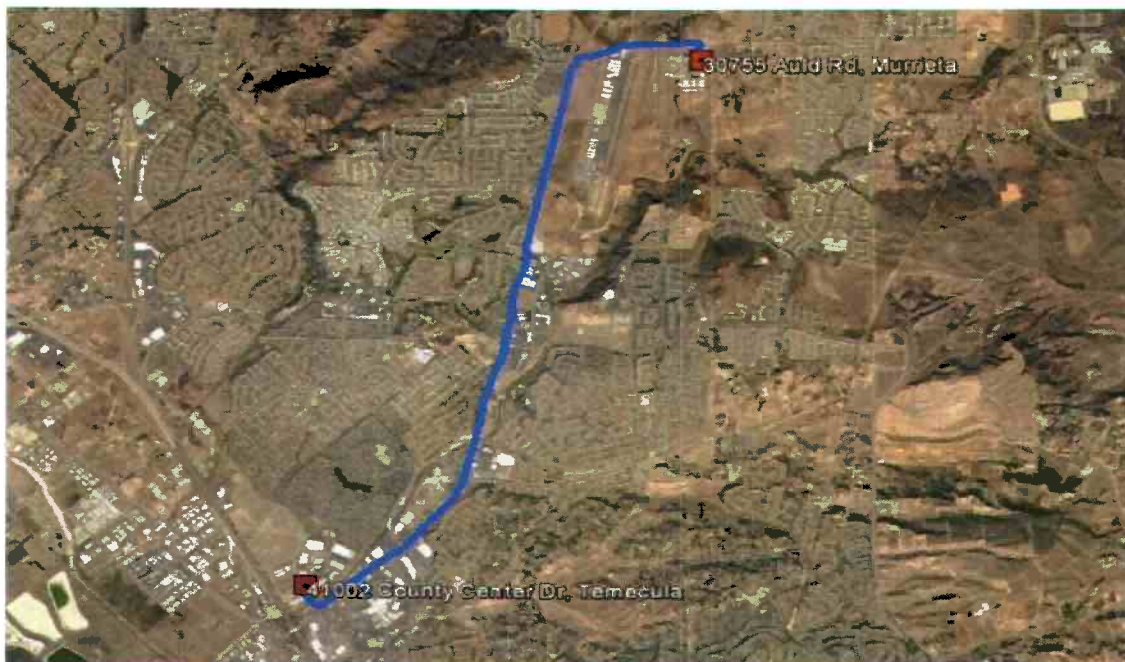




	A Location	Z Location
S1.9	1995 Market St, Riverside, CA 92501	1960 Chicago Ave, Bldg F, Riverside, CA 92507



	A Location	Z Location
S1.10	41002 County Center Dr, Temecula, CA 92591	30755 Auld Rd. Murrieta, CA 92563





	A Location	Z Location
S1.11	26520 Cactus Ave, Moreno Valley, CA 92555	23119 Cottonwood Ave, Moreno Valley, CA 92553



	A Location	Z Location
S1.12	1960 Chicago Ave, Bldg F, Riverside, CA 92507	12625 Heacock St, Moreno Valley, CA 92553



The below provisions are hereby made a part of the Agreement. If and to the extent the terms and conditions set forth below conflict with a term of condition set forth in the Agreement, the term or condition below shall take precedence.

**A4. ESTIMATED COMPLETION DATE:**

Crown Castle Fiber LLC will use commercially reasonable efforts to complete the installation of the Licensee's Fiber Optic Facilities described here in by the date that is approximately between one hundred fifty (150) and one hundred eighty (180) days from the date that this Order Form is fully executed by both parties thereto.

**A5. LICENSE FEE; PAYMENT TERMS:**

The License Fee for the Fiber Optic Facilities provided to Licensee hereunder shall be paid monthly in advance in the form of a monthly recurring charge ("MRC"). The MRC shall be nineteen thousand eight hundred dollars (\$19,800.00) and shall commence on the Acceptance Date associated with the Licensee's Fiber Optic Facilities provided pursuant to the Order Form.

Non-Recurring Charge (NRC): N/A

**A6. EARLY TERMINATION LIABILITY:**

In the event that Licensee terminates this Order Form, other than for cause, prior to the expiration of the Initial Term, Licensee shall pay Crown Castle Fiber LLC an early termination liability equal to one hundred percent (100%) of the remaining unpaid MRCs from the date of termination through the end of the then current Term.

The parties agree that Crown Castle Fiber LLC's damages in the case of an early termination by Licensee for its convenience would be difficult to ascertain and calculate and accordingly they have negotiated the foregoing early termination liability as mutually agreed upon liquidated damages. The parties agree that this early termination liability is not a penalty.

**A7. ADDITIONAL TERMS:**

The MRC contained in this contract does not include fees that may be charged by landlords or building owners for access to their properties. If fees are charged for access, those fees will be passed along to the Licensee in addition to the MRC stated herein.

The MRC contained in this contract does not include cross-connect charges within colocation facilities, those fees are the responsibility of the Licensee.

The MRC specified in this Order Form does not include any applicable Taxes. Applicable Taxes will be included in the monthly invoices sent to Licensee.

**A8. TAX LIABILITY:**

The following questions are required to be answered upon contract execution to determine the applicable taxes for the services outlined in this service order.

Are the services outlined in this service order being utilized for connectivity to the Internet?

Please Initial: YES NO

If the services outlined in this service order are being utilized for connectivity to the internet, what is the Internet bandwidth being purchased in Megabits? MB



**EXHIBIT B****PAYMENT PROVISIONS**

A. Any future county sites and cost modifications may be added to this Agreement by written amendment and approve by Riverside County Board of Supervisors.

	<b>A Location</b>	<b>Z Location</b>	<b>60 Month (Individual Sites)</b>
S1.1	2085 Rustin Ave, Riverside, CA 92507	1960 Chicago Ave, Bldg F, Riverside, CA 92507	\$1,300.00
S1.2	2085 Rustin Ave, Riverside, CA 92507	4080 Lemon St, Riverside, CA 92501	\$1,500.00
S1.3	4080 Lemon St, Riverside, CA 92501	23119 Cottonwood Ave, Moreno Valley, CA 92553	\$2,000.00
S1.4	3525 14th St, Riverside, CA 92501	4080 Lemon St, Riverside, CA 92501	\$1,500.00
S1.5	3075 Myers St, Riverside, CA 92503	4080 Lemon St, Riverside, CA 92501	\$1,900.00
S1.6	2724 Gateway Dr, Riverside, CA 92507	4080 Lemon St, Riverside, CA 92501	\$1,900.00
S1.7	5256 Mission Blvd, Riverside, CA 92509	4080 Lemon St, Riverside, CA 92501	\$1,500.00
S1.8	1995 Market St, Riverside, CA 92501	4080 Lemon St, Riverside, CA 92501	\$1,900.00
S1.9	1995 Market St, Riverside, CA 92501	1960 Chicago Ave, Bldg F, Riverside, CA 92507	\$1,500.00
S1.10	41002 County Center Dr, Temecula, CA 92591	30755 Auld Rd. Murrieta, CA 92563	\$1,500.00
S1.11	26520 Cactus Ave, Moreno Valley, CA 92555	23119 Cottonwood Ave, Moreno Valley, CA 92553	\$1,500.00
S1.12	1960 Chicago Ave, Bldg F, Riverside, CA 92507	12625 Heacock St, Moreno Valley, CA 92553	\$1,800.00
Monthly Reoccurring Charge (MRC)			<b>\$19,800.00</b>