

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



ITEM: 3.12  
(ID # 13574)

**MEETING DATE:**

Tuesday, October 06, 2020

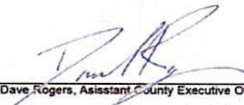


**FROM:** RIVERSIDE COUNTY INFORMATION TECHNOLOGY:

**SUBJECT:** RIVERSIDE COUNTY INFORMATION TECHNOLOGY, RIVERSIDE UNIVERSITY HEALTH SYSTEM, EMERGENCY MANAGEMENT DEPARTMENT: Approval of Amendment No. 2 to the Dark Fiber Optic Connectivity Agreement PSA-0001234 for the annual amount of \$46,800 with Crown Castle Fiber LLC, to Provide Dark Fiber Connectivity for the West Emergency Operational Center and Riverside University Health System through December 31, 2024; All Districts. [Total additional cost over 5 years: \$195,000; RUHS Budget-33%; EMD Budget-67%]

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

1. Approve the Amendment No. 2, to the Dark Fiber Optic Connectivity Agreement PSA-0001234 with Crown Castle Fiber LLC for Dark Fiber Connectivity Services for the West Emergency Operational Center and Riverside University Health System to increase the total contract aggregate amount by \$195,000 from \$1,188,000 to \$1,383,000 through the current termination date of December 31, 2024;
2. Authorize the Chairman of the Board to sign three (3) copies of the Amendment on behalf of the County;
3. Direct the Clerk of the Board to retain one (1) copy of the Amendment and return two (2) copies of the Amendment to Riverside County Information Technology for distribution; and
4. Authorize 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 exercise the options of the agreement including modifications of the statement of work that stay within the intent of the Agreement.

**ACTION:** Policy

  
Dave Rogers, Assistant County Executive Officer / CIO 9/24/2020  
  
Bruce Barton, EMD Director 9/24/2020  
  
Jennifer Crankshank, Chief Executive Officer - Health System 9/25/2020

**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt  
Nays: None  
Absent: None  
Date: October 06, 2020  
xc: RCIT

Kecia R. Harper  
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>	\$ 31,200	\$ 46,800	\$ 195,000	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS: RUHS Budget 33%; EMD Budget-67%</b>			<b>Budget Adjustment: No</b>	
			<b>For Fiscal Year: 20/21 – 24/25</b>	

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

**BACKGROUND:**

**Summary**

Riverside County Information Technology on behalf of the Emergency Management Department (EMD) and Riverside University Health System (RUHS), is requesting to install Dark Fiber connectivity to their respective locations. These are three (3) additional sites that were outside of the scope of the previous Board of Supervisors action on August 6, 2019 (Board agenda item no. 3.33), which approved the Dark Fiber Optic Connectivity Agreement with Crown Castle Fiber LLC to provide Dark Fiber optic cable connectivity for twelve (12) sites. These three new connections will meet the departments desired requirements for redundancy, greater bandwidth and a more flexible approach to future bandwidth growth. The County has utilized Dark Fiber in a variety of County owned and leased sites for more than 20 years and this has provided Departments with greater flexibility in meeting bandwidth demands, providing an easily upgradeable solution, and reducing costs compared with telephone company services.

EMD has requested redundant network connections into the new Emergency Operations Center (EOC) location and a connection into the Alessandro Public Safety Enterprise Communication (PSEC) location. RUHS will install Dark Fiber into their Mission Grove location for added redundancy. By using the Dark Fiber connectivity instead of ethernet circuits, EMD and RUHS will also save money and have greater bandwidth.

Crown Castle Fiber LLC currently provides Dark Fiber services to several County of Riverside locations. This Amendment No. 2 will add the additional circuits and allow the departments to upgrade their bandwidth, as needed. Upgrading bandwidth will be achieved by simply upgrading the network equipment at each end of the Dark Fiber circuit.

**Impact on Residents and Businesses**

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

**Additional Fiscal Information**

Funding for this Agreement has been budgeted through the normal County process. Billing for the new connections for RUHS and EMD will be billed directly to the departments by Crown Castle.

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

Monthly Recurring Charge (MRC) by Location (LOC)

<b>Adding Additional site(s)</b>	<b>Dept.</b>	<b>MRC</b>
LOC A: 7195 Alessandro Blvd Riverside, CA 92506 LOC Z: 450 East Alessandro Blvd Riverside, CA 92508	EMD	\$1,200
LOC A: 7195 Alessandro Blvd Riverside, CA 92506 LOC Z: 7888 Mission Grove Parkway, Riverside, CA 92508 (Unit120)	RUHS	\$1,300
LOC A: 450 East Alessandro Blvd Riverside, CA 92508 LOC Z: (RUHS)26520 Cactus Ave Moreno Valley CA 92555	EMD	\$1,400
<b>TOTAL</b>		<b>\$3,900</b>

Totals by LOC by Fiscal Year

<b>Adding Additional site(s)</b>	<b>FY 20/21</b>	<b>FY 21/22</b>	<b>FY 22/23</b>	<b>FY 23/24</b>	<b>FY 24/25</b>	<b>Total</b>
LOC A: 7195 Alessandro Blvd Riverside, CA 92506 LOC Z: 450 East Alessandro Blvd Riverside, CA 92508	\$9,600	\$14,400	\$14,400	\$14,400	\$7,200	<b>\$60,000</b>
LOC A: 7195 Alessandro Blvd Riverside, CA 92506 LOC Z: 7888 Mission Grove Parkway, Riverside, CA 92508 (Unit120)	\$10,400	\$15,600	\$15,600	\$15,600	\$7,800	<b>\$65,000</b>
LOC A: 450 East Alessandro Blvd Riverside, CA 92508 LOC Z: (RUHS)26520 Cactus Ave Moreno Valley CA 92555	\$11,200	\$16,800	\$16,800	\$16,800	\$8,400	<b>\$70,000</b>
<b>TOTAL</b>	<b>\$31,200</b>	<b>\$46,800</b>	<b>\$46,800</b>	<b>\$46,800</b>	<b>\$23,400</b>	<b>\$195,000</b>

**Contract History and Price Reasonableness**

On August 6, 2019 (Board agenda item no. 3.33), the Board of Supervisors approved and authorized the Chairman to execute Agreement for Dark Fiber Connectivity Services with Crown Castle through December 31, 2024, which was based off solicitation number #RIVCO-2019-RFQ-0000025 that was released March 26, 2019.

Currently, Crown Castle Fiber LLC provides Dark Fiber services to several County locations to help reduce annual costs compared to other type of circuits. This Amendment No. 2 will add on to 3 locations at the lower cost by utilizing the Agreement PSA-0001234. The ability to achieve



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

cost savings is also an important factor in the decision-making process RCIT uses to assess network connectivity. The County is looking at all options to save money; if the County does not utilize this source to decrease costs for the departments, the County may encounter cost increase over time.

**Attachment:**

A. Amendment No. 2 to PSA-0001234 with Crown Castle Fiber LLC

  
Teresa Summers, Director of Purchasing 9/29/2020

  
Venus Brambila 9/30/2020

  
Gregory B. Priantos, Director County Counsel 9/29/2020

COUNTY OF RIVERSIDE  
AMENDMENT NO. 2 TO THE DARK FIBER CONNECTIVITY AGREEMENT  
WITH  
CROWN CASTLE FIBER LLC.

---

Contract Term:	08/06/2019 through 12/31/2024
Contract ID:	PSA-0001234
Effective Date of Amendment:	10/6/2020
Annual Maximum Contract Amount:	\$284,400

This Amendment No. 2 to the Dark Fiber Connectivity Agreement with Crown Castle Fiber LLC (“Second Amendment”) is entered into by and between the County of Riverside (“COUNTY”), a political subdivision of the State of California, and Crown Castle Fiber LLC (“CONTRACTOR”), a New York limited liability company, sometimes collectively referred to as the “Parties”.

RECITALS

WHEREAS, the COUNTY entered into that certain Dark Fiber Optic Connectivity Agreement with CONTRACTOR, effective August 6, 2019, Contract ID # PSA-0001234 (the “Agreement”), whereby CONTRACTOR provides Dark Fiber Connectivity service at each site noted in Exhibit A (Order Form #2019-45933) and Exhibit B;

WHEREAS, COUNTY and CONTRACTOR first amended the Agreement, effective December 16, 2019, to revise Exhibit A to reflect a re-route and update the Payment Provisions (Exhibit B); and

WHEREAS, COUNTY and CONTRACTOR now desire to amend the Agreement for the second time to increase the budgeted amount, revise Exhibit A to add two additional location routes and update the Payment Provisions (Exhibit B); and

NOW, THEREFORE, for good and valuable consideration the receipt and adequacy of which is hereby acknowledged, the Parties agree to the amended as follows:

1. The above recitals are true and correct and are incorporated herein by reference.
2. Section 3.1 (“Compensation”) of the Agreement is hereby deleted in its entirety and replaced with the following:

The COUNTY shall pay the CONTRACTOR for services performed, products provided, expenses incurred in accordance with the terms of Exhibit A and B. The total maximum contract amount for this Agreement is one million three hundred eighty-three thousand dollars (\$1,383,000), and in no single fiscal year shall the maximum payments by COUNTY to CONTRACTOR under this Agreement exceed two hundred eighty-four thousand four hundred dollars (\$284,400) 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



COUNTY OF RIVERSIDE  
 AMENDMENT NO. 2 TO THE DARK FIBER CONNECTIVITY AGREEMENT  
 WITH  
 CROWN CASTLE FIBER LLC.

Exhibit A and B, COUNTY shall not be responsible for payment of any other expenses incurred by CONTRACTOR.

3. Section A1. (PRODUCT DETAIL) of Exhibit A is hereby amended by adding the following Order Form # 2020-63152 for three additional "Location A" and "Location Z" for Dark Fiber locations:



**Order Form**

Order Type: New  
 SO # 2020-63152

Licensee or Customer Contact Detail			
Licensee or Customer	County of Riverside		
Address & Contact	Address	4080 LEMON ST	
	City, State	RIVERSIDE, CA 92501	
	Phone	951-955-9900	Fax
Billing Address & Contact	Name	SUN: County of Riverside (311194)	
	Billing Address	3450 14th Street	
	City, State	Riverside, CA 92501	
Technical Contact	Name	Martin Fincham	Primary Phone (951) 955-0631
	E-mail	MFincham@RivCo.org	Alternate Phone (951) 840-8710

Product Detail			
*Fixed Wireless DIA Product is subject to Provider's Acceptable Use Policy at posted at <a href="http://fiber.crowncastle.com">http://fiber.crowncastle.com</a> at the bottom of the page.			
Dark Fiber #1	# Fibers	2	Estimated Route Miles 2.50      Estim. Fiber Miles 5.00
	Product Type	Point to Point	
	Total MRC	\$1,300.00	Total NRC \$0.00
	Install Lead Time	150 Days	
Location A	7195 Alessandro Blvd, 1st Floor, MPOE, Riverside, CA 92506		
Location Z	7888 Mission Grove Pkwy, 1st Floor, Riverside, CA 92507		
*Fixed Wireless DIA Product is subject to Provider's Acceptable Use Policy at posted at <a href="http://fiber.crowncastle.com">http://fiber.crowncastle.com</a> at the bottom of the page.			
Dark Fiber #2	# Fibers	2	Estimated Route Miles 1.00      Estim. Fiber Miles 2.00
	Product Type	Point to Point	
	Total MRC	\$1,200.00	Total NRC \$0.00
	Install Lead Time	150 Days	
Location A	7195 Alessandro Blvd, 1st Floor, MPOE, Riverside, CA 92506		
Location Z	450 E Alessandro Blvd, 1st Floor, Riverside, CA 92508		
*Fixed Wireless DIA Product is subject to Provider's Acceptable Use Policy at posted at <a href="http://fiber.crowncastle.com">http://fiber.crowncastle.com</a> at the bottom of the page.			
Dark Fiber #3	# Fibers	2	Estimated Route Miles 9.00      Estim. Fiber Miles 18.00
	Product Type	Point to Point	
	Total MRC	\$1,400.00	Total NRC \$0.00
	Install Lead Time	150 Days	
Location A	450 E Alessandro Blvd, 1st Floor, Riverside, CA 92508		
Location Z	26520 Cactus Ave, 0 Floor, Moreno Valley, CA 92555		

Order Summary			
Pricing & Contract Terms	Salesperson	Jim Brown	Term (Months) 48
	Client Service Mgr	Marcina Waits	
	Order Contact	Martin Fincham	Contact Email MFincham@RivCo.org
	Dark Fiber	NRC*	MRC*
		\$0.00	\$3,900.00
	Total	\$0.00	\$3,900.00

\*Pricing shown does not reflect applicable taxes and fees.

**SPECIAL ORDER PROVISIONS**  
 This Order Form shall be coterminous with the expiration date of the contracted services as per Service Order 2019-45933 under Exhibit A of the DARK FIBER OPTIC CONNECTIVITY AGREEMENT (Contract ID # PSA-0001234) between Crown Castle Fiber LLC and the County of Riverside.

**ORDER ACCEPTANCE**  
 This Order Form is entered into between Provider (or "Company") and Customer (or "Licensee") effective as of the date of the last signature below, and is subject to the provisions of the Master Telecommunications License Agreement or other master agreement between the parties dated 8/6/2019 ("Agreement"), which is incorporated herein by reference. In the event the date in the previous sentence is blank, or the Agreement is no longer in effect, then this Order Form will be governed by the "Crown Castle Terms and Conditions Version 3.0" available at <https://fiber.crowncastle.com/crown-castle-telecommunications-license-terms-and-conditions.pdf> ("Online Terms"). In addition, if Company and Licensee have not executed a Supplement or Service Level Agreement applicable to the type of product contemplated by this Order Form, then the product-specific portion of the Online Terms applicable to the product under this Order Form shall apply.

4. Section A1. (PRODUCT DETAIL) of Exhibit A is hereby amended by updating the MRC total from \$19,800 to \$23,700.



COUNTY OF RIVERSIDE  
AMENDMENT NO. 2 TO THE DARK FIBER CONNECTIVITY AGREEMENT  
WITH  
CROWN CASTLE FIBER LLC.

---

5. Section A3. (ROUTING MAPS) of Exhibit A is hereby amended by adding “A Location,” “Z Location,” and the corresponding map with the following:

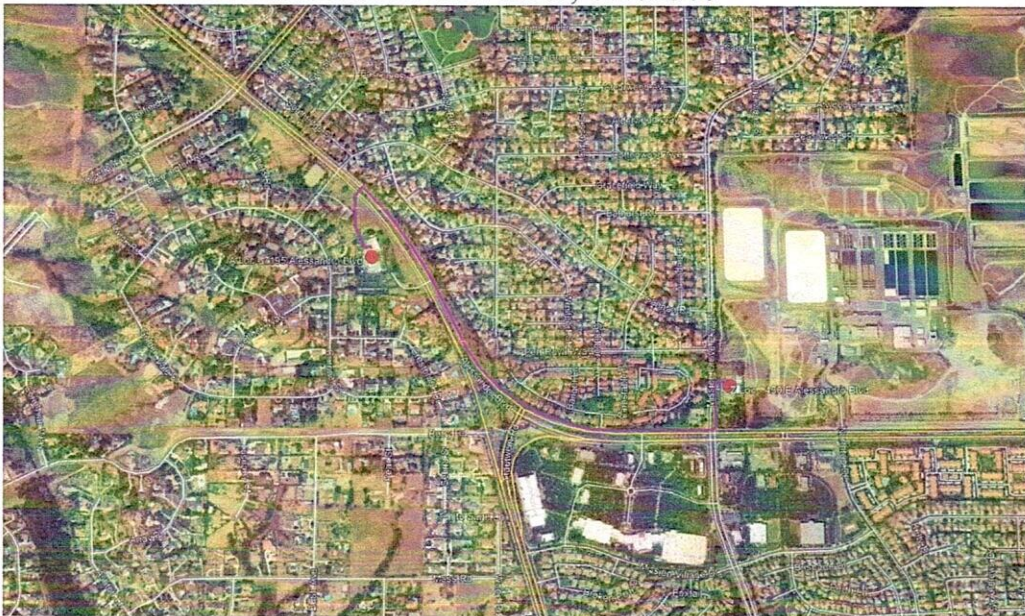
LOC A: 450 East Alessandro Blvd Riverside, CA 92508

LOC Z: (RUHS) 26520 Cactus Ave Moreno Valley CA 92555



LOC A: 7195 Alessandro Blvd Riverside, CA 92506

LOC Z: 450 East Alessandro Blvd Riverside, CA 92508





COUNTY OF RIVERSIDE  
AMENDMENT NO. 2 TO THE DARK FIBER CONNECTIVITY AGREEMENT  
WITH  
CROWN CASTLE FIBER LLC.

---

LOC A: (Riverside County Medical Center) 7888 Mission Grove Parkway, Riverside,  
CA 92508 (Unit 120)

LOC Z: 7195 Alessandro Blvd Riverside, CA 92506



6. EXHIBIT B (PAYMENT PROVISIONS) is hereby amended by adding “A Location” and “Z Location” with the following:

S1.13

LOC A: 450 East Alessandro Blvd Riverside, CA 92508

LOC Z: (RUHS) 26520 Cactus Ave Moreno Valley CA 92555

\$1,400.00

S1.14

LOC A: 7195 Alessandro Blvd Riverside, CA 92506

LOC Z: 450 East Alessandro Blvd Riverside, CA 92508

\$1,200.00

S1.15

LOC A: (Riverside County Medical Center) 7888 Mission Grove Parkway, Riverside,  
CA 92508 (Unit 120)

LOC Z: 7195 Alessandro Blvd Riverside, CA 92506

\$1,300.00



COUNTY OF RIVERSIDE  
AMENDMENT NO. 2 TO THE DARK FIBER CONNECTIVITY AGREEMENT  
WITH  
CROWN CASTLE FIBER LLC.

---


7. EXHIBIT B (PAYMENT PROVISIONS) is hereby amended by updating the total for line "Monthly Reoccurring Charge (MRC) to \$23,700.
  
8. Miscellaneous. Except as amended or modified herein, all the terms of the Agreement shall remain in full force and effect and shall apply with the same force and effect. Time is of the essence in this Second Amendment and the Agreement and each and all of their respective provisions. Subject to the provisions of the Agreement as to assignment, the agreements, conditions and provisions herein contained shall apply to and bind the heirs, executors, administrators, successors and assigns of the parties hereto. If any provisions of this Second Amendment or the Agreement shall be determined to be illegal or unenforceable, such determination shall not affect any other provision of the Agreement and all such other provisions shall remain in full force and effect. The language in all parts of the Agreement shall be construed according to its normal and usual meaning and not strictly for or against either COUNTY or CONTRACTOR.
  
9. All other terms and conditions of the Agreement not modified herein shall remain unchanged.
  
10. This Second Amendment may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party to this Second Amendment 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 Second Amendment. The parties further agree that the electronic signatures of the parties included in this Second Amendment are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.
  
11. Effective Date. This Second Amendment shall be effective October 6, 2020.



COUNTY OF RIVERSIDE  
AMENDMENT NO. 2 TO THE DARK FIBER CONNECTIVITY AGREEMENT  
WITH  
CROWN CASTLE FIBER LLC.


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

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

By:   
V. Manuel Perez, Chairman  
Board of Supervisors

Dated: OCT 06 2020

Crown Castle Fiber LLC, a New York  
limited liability company

By:   
Ronald S. Kramer  
Associate General Counsel - Fiber Solutions

Dated: September 16, 2020


ATTEST:

Kecia Harper  
Clerk of the Board

By:   
Deputy

APPROVED AS TO FORM:

Gregory P. Priamos  
County Counsel

By:   
Susanna N. Oh,  
Deputy County Counsel



COUNTY OF RIVERSIDE  
AMENDMENT NO. 2 TO THE DARK FIBER CONNECTIVITY AGREEMENT  
WITH  
CROWN CASTLE FIBER LLC.

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

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

By: \_\_\_\_\_  
V. Manuel Perez, Chairman  
Board of Supervisors

Dated: \_\_\_\_\_

ATTEST:  
Kecia 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: Ronald S. Kramer  
Ronald S. Kramer  
Associate General Counsel - Fiber Solutions

Dated: September 16, 2020