

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



ITEM: 3.23
(ID # 18054)

MEETING DATE:

Tuesday, January 11, 2022

FROM : RIVERSIDE COUNTY INFORMATION TECHNOLOGY:

SUBJECT: RIVERSIDE COUNTY INFORMATION TECHNOLOGY, RIVERSIDE UNIVERSITY HEALTH SYSTEM (RUHS), DEPARTMENT OF PUBLIC SOCIAL SERVICES (DPSS): Approve the Amendment No. 3, to the Dark Fiber Optic Connectivity Agreement PSA-0001234 with Crown Castle Fiber LLC for Dark Fiber Connectivity Services for the Riverside University Health System and Department of Public Social Services to increase the total contract aggregate amount by \$108,000 from \$1,383,000 to \$1,491,000 for thirty-six (36) months; All Districts. [Total additional cost: \$108,000; RUHS Budget-50%; DPSS Budget-50%]


RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Amendment No. 3, to the Dark Fiber Optic Connectivity Agreement PSA-0001234 with Crown Castle Fiber LLC for Dark Fiber Connectivity Services for the Riverside University Health System and DPSS to increase the total contract aggregate amount by \$108,000 from \$1,383,000 to \$1,491,000 for thirty-six (36) months;
2. Authorize the Chairman of the Board to sign three (3) copies of the Amendment on behalf of the County and 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
3. 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 stay within the intent of the agreement.

ACTION:Policy


Jim Smith, Chief Information Officer

12/22/2021


Sayori Baldwin, DPSS Director

12/23/2021

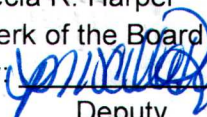

Rachelle Roman, Deputy Director

12/29/2021

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, seconded by Supervisor Spiegel 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: January 11, 2022
xc: RUHS, RCIT, DPSS

Kecia R. Harper
Clerk of the Board
By: 
Deputy

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

FINANCIAL DATA	Current Fiscal Year	Next Fiscal Year	Total Cost:	Ongoing Cost
COST	\$ 18,000	\$ 36,000	\$ 108,000	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: RUHS Budget 50%; DPSS Budget-50%			Budget Adjustment: No	
			For Fiscal Year: 21/22–24/25	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

Riverside County Information Technology on behalf of the Riverside University Health System (RUHS) and Department of Public Social Services (DPSS), is requesting to install additional Dark Fiber sites to two respective locations, a RUHS Riverwalk location and a DPSS Day Street location, where additional staff will be located. These new connections will meet RUHS and DPSS desired requirements for redundancy, greater bandwidth, and a more flexible approach to future bandwidth growth.

This Amendment No. 3 will add two new locations at the lower cost by utilizing the earlier Agreement PSA-0001234. The ability to achieve cost savings is also an important factor in the decision-making process RCIT uses to assess network connectivity. The County reviews all connectivity options to realize short-term and long-term savings. By using Dark Fiber connectivity instead of ethernet circuits, DPSS and RUHS will save money and have greater bandwidth.

Riverside County departments have a growing demand for additional network bandwidth on their connections to the County of Riverside Enterprise Network (CORNET). 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. 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.

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 DPSS will be billed directly to the department by Crown Castle.

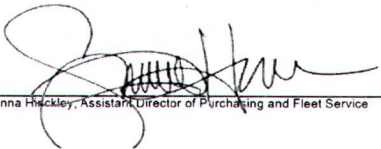
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Contract History and Price Reasonableness

On August 6, 2019 (Board agenda item No. 3.33), the Board of Supervisors approved the 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. Amendment No. 1 was effective October 1, 2019 to amend the agreement to revise Exhibit A to reroute two Riverside Circuit locations and Exhibit B to amend payment provisions to reflect the amended reroute. Amendment No. 2 was approved on October 6, 2020, (Board agenda item No. 3.12) to add three additional Dark Fiber circuits for the Emergency Management Department (EMD) and RUHS. Crown Castle continues to provide the same pricing as in the original agreement (PSA-0001234) and the County incurs no additional construction costs due to their existing imprint at various locations.

Attachment:

1. Amendment No. 3 to PSA-0001234 with Crown Castle Fiber LLC


Suzanna Hackley, Assistant Director of Purchasing and Fleet Service 12/29/2021


Venus Brambila, Deputy Director - Administration 1/4/2022


Gregory P. Priamos, Director County Counsel 12/29/2021

COUNTY OF RIVERSIDE
AMENDMENT NO. 3 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:	01/11/2022
Annual Maximum Contract Amount	\$320,400

This Amendment No. 3 to the Dark Fiber Connectivity Agreement with Crown Castle Fiber LLC (“Third 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” effective January 11, 2022.

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; and

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 amended the Agreement for the second time, effective October 06, 2020, to increase the budgeted amount, and revise Exhibit A to add three (3) location routes and update the Payment Provisions (Exhibit B); and

WHEREAS COUNTY and CONTRACTOR now desire to amend the Agreement for the third time to add two (2) new locations to increase the budgeted amount, and revise Exhibit A to add two (2) location routes and update the Payment Provisions (Exhibit B);

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 term of Exhibit A and B. The Agreement and Amendments total annual contract cost of two hundred eighty-four thousand four hundred dollars (\$284,400) is revised to include additional services for thirty-six thousand (\$36,000) annually. The total maximum contract amount for this Agreement is one million four hundred ninety-one thousand dollars (\$1,491,000), or three hundred twenty thousand four hundred dollars (\$320,400) annually, 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

COUNTY OF RIVERSIDE
 AMENDMENT NO. 3 TO THE DARK FIBER CONNECTIVITY AGREEMENT
 WITH
 CROWN CASTLE FIBER LLC.

above and beyond the contracted amount and shall have no obligation to purchase any specified amount of services and products.

3. Section A1. (Product Detail) of Exhibit A is hereby amended by adding the following two additional Dark Fiber "Location A" and "Location Z" for Account Number 277487 for Service Order Numbers (SO#) as follows:

SO#2021-79322

Service: 2 Strands of Dark Fiber	Monthly Recurring Charge	Non-Recurring Charge	Installation Timeframe	Term
2 Strands of Dark Fiber	\$1,500	\$0.00	180 days	36 Months (Coterminous contract end date 12/31/2024)
Locations: LOC A: 4204 Riverwalk Pkwy, Riverside, CA 92505 LOC Z: 1960 Chicago Ave. Riverside, CA 92507				

SO#2021-79246

Service: 2 Strands of Dark Fiber	Monthly Recurring Charge	Non-Recurring Charge	Installation Timeframe	Term
2 Strands of Dark Fiber	\$1,500	\$0.00	180 days	36 Months (Coterminous contract end date 12/31/2024))
Locations: LOC A 12125 Day St Moreno Valley CA 92557 (DPSS Programs) (Department of Public Social Services) LOC Z: 1960 Chicago Ave. Riverside, CA 92507 (Riverside County Data Center)				

COUNTY OF RIVERSIDE
AMENDMENT NO. 3 TO THE DARK FIBER CONNECTIVITY AGREEMENT
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4. 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 Third 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 Third 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.
5. All other terms and conditions of the Agreement not modified herein shall remain unchanged.
6. 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. Each party of 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. 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.
7. Effective Date. This Third Amendment shall not be binding or consummated until it is fully executed by the Parties.

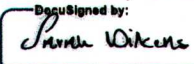
COUNTY OF RIVERSIDE
AMENDMENT NO. 3 TO THE DARK FIBER CONNECTIVITY AGREEMENT
WITH
CROWN CASTLE FIBER LLC.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Amendment No. 3.

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

By: 
Jeff Hewett, Chair
Board of Supervisors

Crown Castle Fiber LLC, a New York limited liability company


By: 
Designated by:
Sarah Wilkens, Senior Attorney

Dated: JAN 11 2022

Dated: 12/23/2021 | 3:29:19 PM PST

ATTEST:
Kecia Harper
Clerk of the Board

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: 
Kristine Bell-Valdez
Supervising Deputy County Counsel

ATTEST:
KECIA R. HARPER, Clerk
By: 
DEPUTY

Certificate Of Completion

Envelope Id: 22C5889F365D48EDB264344907422ACB
Subject: Please DocuSign: Amendment No. 3 to PSA-0001234 with Crown Castle Fiber LLC AATF.pdf
Source Envelope:
Document Pages: 4
Certificate Pages: 2
AutoNav: Disabled
Envelope Stamping: Disabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed

Envelope Originator:
Sarah Wilkens
2000 Corporate Dr
Canonsburg, PA 15317
Sarah.Wilkens@crowncastle.com
IP Address: 4.78.157.2

Record Tracking

Status: Original
12/23/2021 3:26:09 PM

Holder: Sarah Wilkens
Sarah.Wilkens@crowncastle.com

Location: DocuSign

Signer Events

Sarah Wilkens
Sarah.Wilkens@crowncastle.com
Senior Attorney
Fiber Contracts
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:
Sarah Wilkens
AC5F29F705F5429...

Signature Adoption: Pre-selected Style
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Signed: 12/23/2021 3:29:19 PM
Freeform Signing

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In Person Signer Events

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Timestamp

Editor Delivery Events

Status

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Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

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Certified Delivery Events

Status

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Carbon Copy Events

Status

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Jeremy Murphy
JerMurphy@RIVCO.ORG
Security Level: Email, Account Authentication (None)

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Jim Brown
Jim.Brown@crowncastle.com
Enterprise Account Executive
Security Level: Email, Account Authentication (None)

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Linda Fakhouri
LFakhouri@RIVCO.ORG
Security Level: Email, Account Authentication (None)

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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Signing Complete	Security Checked	12/23/2021 3:29:19 PM
Completed	Security Checked	12/23/2021 3:29:20 PM

Payment Events	Status	Timestamps
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