

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



ITEM: 3.22
(ID # 21092)

MEETING DATE:

Tuesday, February 07, 2023

FROM : RIVERSIDE COUNTY INFORMATION TECHNOLOGY AND SHERIFF-
CORONER-PA :

SUBJECT: RIVERSIDE COUNTY INFORMATION TECHNOLOGY AND SHERIFF-
CORONER-PA: Approve the Dark Fiber Optic Connectivity Agreement (ITARC-CIRCON-0004797) with Crown Castle Fiber, LLC to provide Dark Fiber Connectivity Services without seeking competitive bids, for the Sheriff Department Lake Matthews location in the total contract aggregate amount of \$172,200 for 84 months to end on January 31, 2030, All Districts. [Total Cost \$172,200, Sheriff Budget-100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Dark Fiber Optic Connectivity Agreement (ITARC-CIRCON-0004797) with Crown Castle Fiber, LLC to provide Dark Fiber Connectivity Services without seeking competitive bids, for the Sheriff Department Lake Matthews location in the total contract aggregate amount of \$172,200 for 84 months to end on January 31, 2030; authorize the Chairperson of the Board to sign three (3) copies of the Agreement on behalf of the County;
2. Direct the Clerk of the Board to retain one (1) copy of the Agreement and return two (2) copies of the Agreement 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

Donald Sharp

Donald Sharp, Undersheriff

1/24/2023

Jim Smith

Jim Smith, Chief Information Officer

1/24/2023

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Spiegel, 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 Gutierrez
Nays: None
Absent: None
Date: February 7, 2023
xc: RCIT, Sheriff

Kimberly Rector
Clerk of the Board

By: *Kimberly Rector*

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	\$ 10,250	\$ 24,600	\$ 172,200	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Sheriff Budget-100%			Budget Adjustment: No	
			For Fiscal Year: 22/23–29/30	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

Riverside County Information Technology (RCIT) is requesting, on behalf of the Sheriff's department, to install a new dark fiber circuit in their new Lake Matthews station. This new connection will meet the location requirements for redundancy, greater bandwidth, and a more flexible approach to future bandwidth growth in support of the Sheriff CAL-ID applications throughout the County.

Riverside County departments continue to 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 in County owned and leased buildings at a variety of sites throughout the County for more than 20 years. Dark fiber has allowed RCIT to be flexible with County department's demands for higher network bandwidth, while also providing an easily upgradable solution at reduced costs compared with conventional 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

The following table summarizes the total cost for the Sheriff's Department Lake Matthews location circuits per fiscal year.

Fiscal Year	Cost Per FY
FY22/23	\$10,250.00
FY23/24	\$24,600.00
FY24/25	\$24,600.00
FY25/26	\$24,600.00
FY26/27	\$24,600.00
FY27/28	\$24,600.00
FY28/29	\$24,600.00
FY29/30	\$14,350.00
Totals	\$172,200.00


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

Contract History and Price Reasonableness

Crown Castle is the only provider of dark fiber services in the area. All other providers would have costly construction services. This new location will not incur any new construction costs for the County. Crown Castle has continued to offer greater bandwidth and the lowest available pricing due to their existing imprint throughout the County, which makes them competitive with conventional telephone company services.

ATTACHMENTS:

- A. Dark Fiber Optic Connectivity Agreement No. ITARC-CIRCON-0004797 with Crown Castle Fiber, LLC
- B. Sole Source Justification No. 166662860


Suzanna Hackley, Assistant Director of Purchasing and Fleet Service

1/25/2023


Veronica Santillan, Principal Management Analyst

2/1/2023


Kristine Bell-Valdez, Supervising Deputy County Counsel

1/25/2023

WHEN DOCUMENT IS FULLY EXECUTED RETURN
CLERK'S COPY
to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.

DARK FIBER OPTIC CONNECTIVITY AGREEMENT

between

COUNTY OF RIVERSIDE

and

CROWN CASTLE FIBER LLC



FEB 7 2023 3.77

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This Agreement made and entered into this 31st day of January 2023 by and between Crown Castle Fiber LLC, a New York limited liability company, authorized to do business in the State of California (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 Services

1.1 CONTRACTOR shall provide all services and products as outlined and specified in Exhibit A, Crown Castle Order Form (Order Form (SO) #2022-96260), at the prices for the Sheriff Department new location at Lake Matthews stated in Exhibit B, Payment Provisions Dark Fiber Optic Connectivity Products.

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 highest 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 seven (7) years/ eighty-four (84) months through January 31, 2030, 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 Product Detail from SO#2022-96260 & B, Payment Provisions. The total maximum contract amount for this Agreement is one hundred seventy-two

thousand and two hundred dollars (\$172,200.00), and in no single fiscal year shall the maximum payments by COUNTY to CONTRACTOR under this Agreement exceed twenty-four thousand six hundred dollars (\$24,600.00) 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 first year of this Agreement (If applicable). All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

3.3 CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR 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 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 Sheriff Department (Lake Matthews Location)
Attn: Accounts Payable
9 Latitude Way
Corona, CA 92881

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 (ITARC-CIRCON-0004797), Acct#277487, location: Lake Matthews Sheriff Building
- 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 of the 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 Codes, 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.

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). 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 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

6.1 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.

9.3 Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

9.4 CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate agreement with COUNTY within the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify COUNTY within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

9.5 CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

9.6 CONTRACTOR shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened.

Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

10. Subcontract for Work or Services

10.1 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

12.1 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

13.1 CONTRACTOR shall not be 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. S1210 et seq.) and all other applicable laws or regulations.

14. Records and Documents

14.1 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 (RCIT)
Attn: Procurement Contract Specialist
3450 14th Street, 4th Floor
Riverside, CA 92501

CONTRACTOR

Crown Castle Fiber LLC
Attn: Legal Department
55 Broad Street, 2nd Floor
New York, NY 10004

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.

20. Hold Harmless/Indemnification

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. . Policy shall name the COUNTY 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 \$2,000,000 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.

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. . 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 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. If CONTRACTOR insurance carrier(s) policies does not meet the

minimum notice requirement found herein, CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish a 30 day Notice of Cancellation Endorsement.

4) 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.

5) 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.

6) 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.

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

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

9) 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.

22.2 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.

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. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

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. 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.

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.

22.13 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.


22.14 Pursuant to California Corporations Code Section 313, please provide signature of chairperson of the board, president, or any vice president, and the secretary, any assistant secretary, the chief

financial officer, or any assistant treasurer. If providing only one signature, please also provide a resolution or other proof of delegated authority that shows signer can legally bind the corporation.

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

Crown Castle Fiber LLC, a New York limited liability company, authorized to do business in the State of California


By: 
Kevin Jeffries, Chairperson
Board of Supervisors

By: _____
Name:
Title:

Dated: 2/7/23

Dated: _____

ATTEST:
Kimberly Rector
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:
Minh C. Tran
County Counsel


By: 
Kristine Bell-Valdez
Supervising Deputy County Counsel

Exhibit A
Product Detail from SO#2022-96260

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

B. Service Order



Order Form

Order Type: New
SO # 2022-96260

Licensee or Customer Contact Detail	
Licensee or Customer	County of Riverside
Address & Contact	Address 4080 LEMON ST STE 14
	City, State RIVERSIDE, CA 92501
	Phone 951-955-9900 Fax
Billing Address & Contact	Name Riverside County Sheriff's Department Email cdreier@riversidesheriff.org
	Billing Address 3450 14th Street Phone 951-955-9328
	City, State Riverside, CA 92501 Fax
Technical Contact	Name Martin Fincham Primary Phone (951) 955-0631
	E-mail mfincham@rivco.org Alternate Phone

Product Detail			
Dark Fiber	# Fibers 2	Estimated Route Miles 27.50	Estim. Fiber Miles 55.00
	Product Type Point to Point		
	Total MRC \$2,050.00	Total NRC \$0.00	
	Install Lead Time 180 Days		
Location A	7195 Alessandro Blvd, 1st Floor, MPOE Do not use T-Mobile Rooftop, Riverside, CA 92506		
Location Z	9 Latitude Way, 1st Floor, MPOE, Corona, CA 92881		

Order Summary										
Pricing & Contract Terms	Salesperson Jim Brown Term (Months) 84									
	Client Service Mgr Douglas Wagner									
	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 align="center">\$0.00</td> <td align="center">\$2,050.00</td> </tr> <tr> <td>Total</td> <td align="center">\$0.00</td> <td align="center">\$2,050.00</td> </tr> </tbody> </table>		NRC*	MRC*	Dark Fiber	\$0.00	\$2,050.00	Total	\$0.00	\$2,050.00
	NRC*	MRC*								
Dark Fiber	\$0.00	\$2,050.00								
Total	\$0.00	\$2,050.00								
	*Pricing shown does not reflect applicable taxes and fees.									

Please note: Lead time for installation of dark fiber optic is approximately 180 days. Service start date will commence upon the finalization of the buildout and approval from County.

C. Routing Maps



**Exhibit B
Payment Provisions**

A. General Information

Customer Name:	County of Riverside Information Technology
Proposal Number:	Account Number 277487 SO # 2022-96260
Date:	11/2/2022
Account Manager:	Jim Brown
Network Engineer:	Christopher Smith
Service:	2 Strands of Dark Fiber

Individual and Combined Pricing Options

Service: 2 Strands of Dark Fiber Riverside County Sheriff's Department	Monthly Recurring Charge	Non-Recurring Charge	Installation Timeframe	Term
2 Strands of Dark Fiber	\$2,050	\$0.00	180 days	84 Months
Riverside County Sheriff's Department A LOC – 7195 Alessandro Blvd, 1st Floor, MPOE, Riverside, CA 92506 (On Net) Z LOC – 9 Latitude Way, 1st Floor, MPOE, Corona, CA 92881 (New Build Required) Circuit Length Info - 27.5 Route Miles / 55.0 Fiber Miles				

B. Cost Breakdown

Monthly Reoccurring Cost (MRC)	Annual Cost	Total Cost for 7 yrs./84-month term
\$2,050.00	\$24,600.00	\$172,200.00

C. Billing information

Services will be billed directly to the Sheriff's Department at Lake Matthews, reference billing information on page 04, section 3.3 in this Agreement. RCIT will be maintaining this contract and overseeing the account.



Use this form to submit a single or sole source requisition for review by your Buyer and/or Procurement Contract Specialist. All procurements valued \$5,000 or more must seek competitive bids from a minimum of three suppliers, or the expectation that three or more suppliers will respond, or be justified by a Single/Sole Source. All purchases exceeding \$50,000 require a formal public bid. Procurement's may not be artificially segregated to lesser dollar amounts for the purpose of bypassing this requirement.

Sole/Single Source service requests that are greater than \$50,000 require additional Board of Supervisors approval.

Supplier Details

Vendor Crown Castle Fiber LLC
Fulfillment Address CCorp - Services: (preferred)
 PO Box 28730
 New York, New York 10087-8730
 United States
Vendor Phone +1 855-913-4237

Distribution Method

The system will distribute purchase orders using the method(s) indicated below:

Check this box to customize order distribution information.

Contract

Background Information

Please indicate if this is a single or sole source below

Have you previously requested and received approval for a sole/single source request for this vendor for your department?

If selected "yes", please provide the approved SSJ# below

SSJ#

If selected "yes", was the request approved for a different project?

Purchase Details

1. Supply/Service being requested:

Riverside County Sheriff's Department
 A LOC – 7195 Alessandro Blvd, 1st Floor, MPOE, Riverside, CA 92506 (On Net)

Z LOC – 9 Latitude Way, 1st Floor, MPOE, Corona, CA 92881 (New Build Required)

Circuit Length Info - 27.5 Route Miles / 55.0 Fiber Miles

2. Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide:

This is the most cost effective dark fiber provider to provide the exact service at the required location for the Sheriff Department.

3. Reasons why my department requires these unique features and what benefit will accrue to the county:

Current Year Cost

6. Identify all costs for this requested purchase.

You do not need to include previous fiscal year amounts. If approval is for multiple years, ongoing costs must be identified below. If annual increases apply to ongoing costs such as CPI or other contract increases, provide the estimated annual cost for each consecutive year. If the annual increase may exceed the Purchasing Agent's authority, Board approval must be obtained.

Describe all current fiscal year costs associated with this procurement in the box below. Insert all one time costs associated with this project in the table below.

A total annual cost of \$24,600.00.
 A monthly recurring cost of \$2,050.00

Insert all current fiscal year costs in the table below. Label the 'description' as the item that is being purchased.

Riverside County Departments have a growing demand for additional network bandwidth the dark fiber allows us to easily increase bandwidth at no extra expense.

4. Period of Performance 01/31/2023
From:

Period of Performance To: 01/31/2030

Is this an annually renewable contract or is it fixed term?
 Annually Renewable

5. Price Reasonableness:

Crown Castle has their footprint throughout the County, therefore, there will be no build out costs for this "new location." Crown Castle is able to keep the cost affordable through the length of the term which will allow the County to stay within its budget allowance.

Projected Board of Supervisor Date (if applicable): 1/31/2023

Commodity Code 91551

Current FY Costs

Description	Price
FY 22/23	12,300.00
FY 23/24	24,600.00
FY 24/25	24,600.00
FY 25/26	24,600.00
FY26/27 - FY 29/30	86,100.00

Enter all additional FY costs in the table below. Only enter one fiscal year cost per line and identify the fiscal year that it pertains to. Fiscal year is from 7/1/00 to 6/30/00.. Example : FY 18/19 \$200

FY
 FY
 FY
 FY
 FY
 Additional FY Cost

Describe all additional costs associated with this procurement in the box below. Include the dollar amounts for subsequent fiscal years if it differs from above.

Current Year Cost Total: 172,200.00

Supporting Documentation

If this request is for professional services, attach the service agreement to this sole source request. The Purchasing Agent, or designee, is the signing authority for agreements unless the service is exempted by Ordinance 459, Board delegated authority or by State law.

- Additional supporting documentation includes:
- Previously approved SSJ's
 - other

For all other requests, attach the vendor's cost proposal

Internal Attachments

Purchasing Approval

Approved by	Date Approved	Sole Source Number	Approval Conditions/Comments
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This section to be filled out by Purchasing Management only upon approval.

Total 172,200.00