

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



**ITEM: 3.28
(ID # 26038)**

MEETING DATE:

Tuesday, October 22, 2024

FROM: RIVERSIDE COUNTY INFORMATION TECHNOLOGY AND RIVERSIDE UNIVERSITY HEALTH SYSTEM, RIVERSIDE UNIVERSITY HEALTH SYSTEM-BEHAVIORAL HEALTH, DEPARTMENT OF PUBLIC SOCIAL SERVICES, FLOOD CONTROL DISTRICT, SHERIFF-CORONER-PA, EMERGENCY MANAGEMENT DEPARTMENT, ASSESSOR - COUNTY CLERK-RECORDER, TRANSPORTATION AND LAND MANAGEMENT, RIVERSIDE UNIVERSITY HEALTH SYSTEM-PUBLIC HEALTH, REGISTRAR OF VOTERS, AND HUMAN RESOURCES

SUBJECT: RIVERSIDE COUNTY INFORMATION TECHNOLOGY, RIVERSIDE UNIVERSITY HEALTH SYSTEM, RIVERSIDE UNIVERSITY HEALTH SYSTEM-BEHAVIORAL HEALTH, DEPARTMENT OF PUBLIC SOCIAL SERVICES, FLOOD CONTROL DISTRICT, SHERIFF-CORONER-PA, EMERGENCY MANAGEMENT DEPARTMENT, ASSESSOR-COUNTY CLERK-RECORDER, TRANSPORTATION AND LAND MANAGEMENT, RIVERSIDE UNIVERSITY HEALTH SYSTEM-PUBLIC HEALTH, REGISTRAR OF VOTERS, and HUMAN RESOURCES: Approve the Dark Fiber Optic Connectivity Sixth Amended and Restated Agreement with Crown Castle Fiber LLC without seeking competitive bids to provide dark fiber optic cable connectivity to new and existing sites throughout the County of Riverside for an additional ten (10) year period from January 1, 2025 through December 31, 2034, All Districts. [Total Aggregate Cost: \$5,990,600.00; with up to \$1,797,180.00 in additional compensation] [Source of Funds: RCIT Budget 27.10%, RUHS Budget 16.01%, RUHS-BH Budget 16.22%, DPSS Budget 10.68%, Flood Budget 6.16%, Sheriff-Coroner-PA Budget 5.75%, EMD Budget 5.34%, ACR Budget 3.50%, TLMA Budget 2.67%, RUHS-PH Budget 3.08%, ROV Budget 1.95%, HR Budget 1.54%].

RECOMMENDED MOTION: That the Board of Supervisors:
Continued on Page 2

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Gutierrez, 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 Gutierrez
Nays: None
Absent: None
Date: October 22, 2024

Kimberly A. Rector
Clerk of the Board

By: 
Deputy

xc: RCIT, RUHS-BH/PH, DPSS, Flood, Sheriff, EMD, Assessor, TMLA, ROV, HR

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

ACTION: Policy

 Darrylenn Brockington, Chief of Finance 9/18/2024	 Kim Saruwatari, Director of Public Health 9/18/2024
 Zachary Hall, SHERIFF'S CAPTAIN B 9/18/2024	 Ramon A. Leon, DEPUTY DIRECTOR OF EMERGENCY MGMT DEPT 9/18/2024
 Bruce Barton, EMD Director 9/18/2024	 Tami Douglas-Schatz, Director of Human Resources 9/18/2024
 Art Tinoco, Registrar of Voters 9/18/2024	 Kan Wang, Assistant Assessor/County Clerk Registrar 9/19/2024
 Jim Smith, Chief Information Officer 9/19/2024	 Bernis Acuna, Director of Transportation 9/19/2024
 Jennifer Cruikshank, Chief Executive Officer - Health System 9/19/2024	 Amy McCann, Assistant Director of Behavioral Health 10/17/2024
 Matthew Chang, Director 10/2/2024	 Ramia Odenbaugh, Managing Director of RCIT 10/2/2024
 Charity Douglas, DRESS Director 10/3/2024	

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Sixth Amended and Restated Agreement with Crown Castle Fiber, LLC without seeking competitive bids to provide Dark Fiber Optic Connectivity to new and existing sites throughout the County of Riverside effective upon execution, extend performance for an additional ten (10) year period from January 1, 2025, through December 31, 2034, and increase the total aggregate contract amount from \$1,681,800 to \$5,990,600.00; authorize the Chair of the Board to execute three (3) copies of the Agreement on behalf of the County;
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved as to form by County Counsel, to sign amendments that: a) make modifications to the scope of services that stay within the intent of the Agreement, and b) sign amendments to the compensation provisions that do not exceed an additional total amount of \$1,797,180.00 through the term of the Agreement;
3. Authorize the Purchasing Agent to issue purchase orders for goods/services received not to exceed the Board approved amount; and
4. Direct the Clerk of the Board to retain one (1) copy of the Agreement on file and return two (2) copies of the Agreement to Riverside County Information Technology (RCIT) for distribution.

**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	\$ 438,800	\$ 584,400	\$ 5,990,600	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: RCIT Budget 27.10%, RUHS Budget 16.01%, RUHS-BH Budget 16.22%, DPSS Budget 10.68%, Flood Budget 6.16%, Sheriff-Coroner-PA Budget 5.75%, EMD Budget 5.34%, ACR Budget 3.50%, TLMA Budget 2.67%, RUHS-PH Budget 3.08%, ROV Budget 1.95%, HR Budget 1.54%.			Budget Adjustment: No	
			For Fiscal Year: 24/25-34/35	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The request before the Board seeks approval of a ten (10) year agreement for direct connect dark fiber with Crown Castle Fiber, LLC (“Crown Castle”) for the County of Riverside.

The County of Riverside departments continue to experience a growing demand for additional network bandwidth on their connections to the County of Riverside Enterprise Network (CORNET) while reducing overall costs. RCIT has been utilizing dark fiber optic connections in county-owned and leased sites for over 25 years to achieve this goal. Dark fiber as a solution offers significant potential for future expansion. Since it is not currently in use (i.e., “unlit”), departments can activate their dark fiber lines through RCIT as their data needs grow, avoiding additional installations and giving departments full control over their network infrastructure needs.

Dark fiber networks can support very high bandwidths and speeds, which is advantageous for applications requiring large amounts of data transmission, such as data centers or large departments. Moreover, with dark fiber, RCIT can manage departments’ security protocols, potentially offering better protection against data breaches than shared-lit fiber networks. Overall, dark fiber provides a flexible and scalable solution for the County to address advanced networking capabilities at reduced overall costs compared with conventional telephone company circuits that require new installations with timelines of up to one year or more to implement.

As the incumbent supplier, Crown Castle Fiber, LLC (“Crown Castle”) offers the most cost-effective direct connect dark fiber for the services needed at the current existing sites and future locations. Through the Sixth Amended and Restated Agreement with Crown Castle (contract ID no. PSA-0001234), RCIT desires to extend the period of performance from January 1, 2025,

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

through December 31, 2034, without seeking competitive bids to provide dark fiber optic cable connectivity for new and existing sites throughout the County of Riverside.

Impact on Residents and Businesses

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

Additional Fiscal Information

County Departments	Departmental Share	Total Approx. Cost
Riverside County Information Technology (RCIT)	27.104%	\$1,623,700
Riverside University Health System (RUHS)	16.017%	\$959,500
RUHS Behavioral Health (RUHS-BH)	16.222%	\$971,800
Department of Public Social Services (DPSS)	10.678%	\$639,700
Flood Control District	6.160%	\$369,000
Sheriff-Coroner-Public Administrator	5.749%	\$344,400
Emergency Management Department (EMD)	5.340%	\$319,800
Assessor-County Clerk-Recorder (ACR)	3.490%	\$209,100
Transportation and Land Management (TLMA)	2.669%	\$159,900
RUHS Public Health (RUHS-PH)	3.080%	\$184,500
Registrar of Voters (ROV)	1.951%	\$116,900
Human Resources (HR)	1.540%	\$92,300
Total	100%	\$5,990,600

Contract History and Price Reasonableness

On March 26, 2019, County Purchasing released Request for Quote (RFQ) #RIVCO-2019-RFQ-0000025 for Dark Fiber Optic Cable Connectivity that produced two (2) bidders. As the lowest, responsive, and responsible bidder, on August 6, 2019 (Item No. 3.33), the Board of Supervisors approved the Dark Fiber Optics Connectivity Agreement with Crown Castle Fiber LLC (“incumbent supplier”) for a five (5) year period through December 31, 2024, for an initial total aggregate amount of \$1,188,000.

Since 2019, as demand grew across County departments, twelve (12) new circuits in total were added to the Agreement through Amendment 1, Amendment 2 (October 06, 2020, Item No. 3.12), Amendment 3 (January 11, 2022, Item No. 3.23), Amendment 4 (May 17, 2022, Item No. 3.19), and Amendment 5, increasing the total aggregate contract amount in total by \$493,800 to \$1,681,800.

With the Agreement with Crown Castle Fiber LLC set to expire on December 31, 2024, and the demand for dark circuits ever-increasing, County Purchasing, on behalf of RCIT, negotiated a 5% reduction in cost for existing circuits. Moreover, by remaining with the incumbent supplier,

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

the County will potentially save hundreds of thousands of dollars in cost by not needing to reinstall circuits already performed by Crown Castle.

ATTACHMENTS:

- A. Sixth Amended and Restated Agreement No. PSA-0001234 with Crown Castle Fiber, LLC
- B. Single Source Justification (SSJ) No. 25- 036


Melissa Curtis, Deputy Director of Purchasing and Fleet 10/7/2024


Aaron Gettis, Chief of Deputy County Counsel 10/8/2024

SIXTH AMENDED AND RESTATED
DARK FIBER OPTIC CONNECTIVITY AGREEMENT

between

COUNTY OF RIVERSIDE

and

CROWN CASTLE FIBER, LLC



TABLE OF CONTENTS

<u>SECTION HEADING</u>	<u>PAGE NUMBER</u>
1. Description of Services.....	3
2. Period of Performance.....	4
3. Compensation.....	4
4. Alteration or Changes to the Agreement	5
5. Termination	6
6. Ownership/Use of Contract Reports	7
7. Conduct of Contractor	7
8. Inspection of Service: Quality Control/Assurance	8
9. Independent Contractor/Employment Eligibility	8
10. Subcontract for Work or Services	9
11. Disputes	9
12. Licensing and Permits	10
13. Non-Discrimination	10
14. Records and Documents	10
15. Confidentiality	11
16. Administration/Contract Liaison.....	11
17. Notices.....	12
18. Force Majeure.....	12
19. EDD Reporting Requirements.....	12
20. Hold Harmless/Indemnification	13
21. Insurance	14
22. General	16
Exhibit A-Scope of Service	21
Exhibit B- Payment Provisions	39

This Sixth Amended and Restated Dark Fiber Optic Connectivity Agreement (herein referred to as "Agreement") is made and entered as of this _____ day of _____, 2024, 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").

WHEREAS, the COUNTY entered into that certain Dark Fiber Optic Connectivity Agreement with contractor, effective August 6, 2019 (herein referred to as "Original Agreement"), whereby CONTRACTOR provides Dark Fiber Connectivity service at each site noted in Exhibit A (Scope of Service) and Exhibit B (Payment Provisions); and

WHEREAS, COUNTY and CONTRACTOR first amended the Original 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 Original 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 amended the Original 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); and

WHEREAS, COUNTY and CONTRACTOR amended the Original Agreement for the fourth time to add one (1) new location to increase the budgeted amount, and revise Exhibit A to add one (1) location route and update the Payment Provisions (Exhibit B); and

WHEREAS, COUNTY and CONTRACTOR amended the Original Agreement for the fifth 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); and

WHEREAS, COUNTY and CONTRACTOR now desire to amend and restate the Original Agreement to extend the period of performance through December 31, 2034; and

WHEREAS, upon execution of this Agreement, the Original Agreement shall be superseded and replaced as further described herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. Description of Services

1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, at the prices stated in Exhibit B, Payment Provisions. Any future county sites and cost modifications may be added to this Agreement by written amendment and approved in a manner consistent with the Riverside County Board of Supervisors' approval.

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 perform this work 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 continues in effect through December 31, 2034, 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 Exhibits A and B. Maximum payments by COUNTY to CONTRACTOR shall not exceed FIVE MILLION NINE HUNDRED NINETY THOUSAND SIX HUNDRED DOLLARS AND 00/100 (\$5,990,600.00) including all expenses. Unless this Agreement is amended for a change in 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 Exhibits A and B,

COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

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 (RCIT)

Attn: Accounts Payable

3450 14th Street, 4th 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 in accordance with Exhibits A and B for at least twelve (12) months after Effective 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 thirty (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 CONTRACTOR and/or 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; 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 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 reports without prior written authorization of the COUNTY.

7. Conduct of Contractor

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

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

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

8. Inspection of Service; Quality Control/Assurance

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

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 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 in all cases shall remain primarily responsible for all of its obligations under this Agreement with respect to the scope and standard of the services provided to COUNTY. COUNTY's consent shall not be required in connection with 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 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.

15. Records and Documents

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary

to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

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 14th Street, 4th Floor

Riverside, CA 92501

Attn: Procurement Management Group (PMG)

CONTRACTOR

Crown Castle Fiber, LLC

8020 Katy Fwy

Houston, TX 77024

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.

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 property damage, bodily injury, or death or any other element of any kind or nature arising from the 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, WILLFULL 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 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 \$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.

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 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, make available for review at a mutually agreeable location copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) or 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, expiration or reduction in coverage of such insurance, except for non-payment of premium in which a ten (10) day notice shall apply. 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 copies of endorsements, including all endorsements 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 copies of endorsements as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds ten (10) 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 merger or acquisition where CONTRACTOR is the merging, acquiring, or acquired 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 the 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 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 except as provided in this Section 22.13 below, 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 For purposes of clarification, any specific product and/or product order(s) issued under the Original Agreement are included on Exhibits A and B attached hereto. Such product and/or product orders, included herein as amended, shall be governed pursuant to the terms and conditions of this Agreement as of the date this Agreement is entered into by the parties. Any outstanding amounts or other obligations that are owed by COUNTY to CONTRACTOR under the terms of the Original Agreement, or a specific product order(s) issued thereto, shall remain valid and enforceable.

EXHIBIT A
SCOPE OF SERVICE

1. Product Detail

a. New Order Forms

i. SO# 2024-121589 (1 of 3)



Order Form

Order Type: New
SO # 2024-121589

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	County of Riverside	Email rcit-acctspayable@rivco.org
	Billing Address	3450 14th st	Phone 9519559900
	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			
Wavelength #1	Product Type	Point to Point	Total Bandwidth 100GigE
	MRC	\$2,750.00	NRC \$0.00
	Install Lead Time	90 Days	Service Level 99.9%
Location A Product Details	Handoff Type	100 GigE	
Location A	4080 Lemon St, 1st Floor, Riverside, CA 92501		
Location Z Product Details	Handoff Type	100 GigE	
Location Z	1920 E Maple Ave, 1st Floor, (Equinix), El Segundo, CA 90245		

Wavelength #2	Product Type	Point to Point	Total Bandwidth 100GigE
	MRC	\$2,750.00	NRC \$0.00
	Install Lead Time	90 Days	Service Level 99.9%
Location A Product Details	Handoff Type	100 GigE	
Location A	1920 E Maple Ave, 1st Floor, El Segundo, CA 90245 (Equinix LA4)		
Location Z Product Details	Handoff Type	100 GigE	
Location Z	4080 Lemon St, 1st Floor, Riverside, CA 92501		

Order Summary												
Pricing & Contract Terms	Salesperson	Jim Brown	Term (Months) 120									
	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>Wavelength</td> <td>\$0.00</td> <td>\$5,500.00</td> </tr> <tr> <td>Total</td> <td>\$0.00</td> <td>\$5,500.00</td> </tr> </tbody> </table>		NRC *	MRC*	Wavelength	\$0.00	\$5,500.00	Total	\$0.00	\$5,500.00	
	NRC *	MRC*										
Wavelength	\$0.00	\$5,500.00										
Total	\$0.00	\$5,500.00										
*Pricing shown does not reflect applicable taxes and fees.												

1. **Product Detail (Continued)**

a. **New Order Forms (Continued)**

ii. **SO# 2024-121488 (2 of 3)**



Order Form


Order Type: New
SO # 2024-121488

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	County of Riverside									
	Billing Address	3450 14th Street, 4th Floor									
	City, State	Riverside, CA 92501									
Technical Contact	Name	Martin Fincham									
	E-mail	mfincham@rivco.org									
		Primary Phone	(951) 955-0631								
		Alternate Phone									
Product Detail											
Dark Fiber	# Fibers	2	Estimated Route Miles 6.30								
	Product Type	Point to Point									
	MRC	\$1,500.00	NRC \$0.00								
	Install Lead Time	90 Days									
Location A	7195 Alessandro Blvd, 1st Floor, MPOE, Riverside, CA 92506										
Location Z	16791 Davis Ave, 0 Floor, Riverside, CA 92518										
Order Summary											
Pricing & Contract Terms	Salesperson	Jim Brown	Term (Months) 120								
	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>\$0.00</td> <td>\$1,500.00</td> </tr> <tr> <td>Total</td> <td>\$0.00</td> <td>\$1,500.00</td> </tr> </tbody> </table>		NRC *	MRC*	Dark Fiber	\$0.00	\$1,500.00	Total	\$0.00	\$1,500.00
	NRC *	MRC*									
Dark Fiber	\$0.00	\$1,500.00									
Total	\$0.00	\$1,500.00									
*Pricing shown does not reflect applicable taxes and fees.											

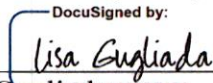
22.14 This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California 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.

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: 
Chuck Washington, Chair
Board of Supervisors


CROWN CASTLE FIBER, LLC, a New York limited liability company

By: 
Lisa Gugliada
Deputy General Counsel – Fiber Solutions

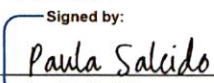
Dated: 10/22/2024

Dated: 9/10/2024 | 5:56:13 AM PDT

ATTEST:
Kimberly Rector
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:
Minh Tran
County Counsel

By: 
Paula Salcido
Deputy County Counsel

OCT 22 2024 3.28

1. **Product Detail (Continued)**

a. **New Order Forms (Continued)**

iii. **SO# 2024-121572 (3 of 3)**



Order Form

Order Type: New
SO # 2024-121572

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	County of Riverside																										
	Billing Address	3450 14th st																										
	City, State	Riverside, CA 92501																										
Technical Contact	Name	Martin Fincham																										
	E-mail	mfincham@rivco.org	Primary Phone (951) 955-0631																									
			Alternate Phone																									
<table border="1"> <thead> <tr> <th colspan="4">Product Detail</th> </tr> </thead> <tbody> <tr> <td rowspan="4">Dark Fiber</td> <td># Fibers</td> <td>2</td> <td>Estimated Route Miles 2.20</td> </tr> <tr> <td>Product Type</td> <td colspan="2">Point to Point</td> </tr> <tr> <td>MRC</td> <td>\$1,700.00</td> <td>NRC \$0.00</td> </tr> <tr> <td>Install Lead Time</td> <td colspan="2">180 Days</td> </tr> <tr> <td>Location A</td> <td colspan="3">4080 Lemon St, 1st Floor, Riverside, CA 92501</td> </tr> <tr> <td>Location Z</td> <td colspan="3">3021 Franklin Ave, 1st Floor, MPOE Server Room, Riverside, CA 92507</td> </tr> </tbody> </table>				Product Detail				Dark Fiber	# Fibers	2	Estimated Route Miles 2.20	Product Type	Point to Point		MRC	\$1,700.00	NRC \$0.00	Install Lead Time	180 Days		Location A	4080 Lemon St, 1st Floor, Riverside, CA 92501			Location Z	3021 Franklin Ave, 1st Floor, MPOE Server Room, Riverside, CA 92507		
Product Detail																												
Dark Fiber	# Fibers	2	Estimated Route Miles 2.20																									
	Product Type	Point to Point																										
	MRC	\$1,700.00	NRC \$0.00																									
	Install Lead Time	180 Days																										
Location A	4080 Lemon St, 1st Floor, Riverside, CA 92501																											
Location Z	3021 Franklin Ave, 1st Floor, MPOE Server Room, Riverside, CA 92507																											
Order Summary																												
Pricing & Contract Terms	Salesperson	Jim Brown	Term (Months) 120																									
	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>\$0.00</td> <td>\$1,700.00</td> </tr> <tr> <td>Total</td> <td>\$0.00</td> <td>\$1,700.00</td> </tr> </tbody> </table>		NRC *	MRC*	Dark Fiber	\$0.00	\$1,700.00	Total	\$0.00	\$1,700.00																	
	NRC *	MRC*																										
Dark Fiber	\$0.00	\$1,700.00																										
Total	\$0.00	\$1,700.00																										
*Pricing shown does not reflect applicable taxes and fees																												

1. **Product Detail (Continued)**

b. **Amended Existing Order Forms**

i. **SO# 2024-124384 (1 of 12)**



Order Form

Order Type: Renewal
SO # 2024-124384

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 SUN: County of Riverside (311194) Email RCIT-AcctsPayable@rivco.org Billing Address 3450 14th Street Phone 951 955 9900 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 18.00 Estim. Fiber Miles 36.00								
	Product Type Point to Point								
	MRC \$1,400.00 NRC \$0.00								
	Install Lead Time 150 Days								
	Existing Product ID S254806								
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) 120								
	Client Service Mgr Douglas Wagner								
	Order Contact Martin Fincham Contact Email mfincham@rivco.org								
	Contract Renewal Start Date 01/01/2025								
	<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>\$1,400.00</td> </tr> <tr> <td>Total</td> <td>\$0.00</td> <td>\$1,400.00</td> </tr> </tbody> </table>		NRC*	MRC*	Dark Fiber	\$0.00	\$1,400.00	Total	\$0.00
	NRC*	MRC*							
Dark Fiber	\$0.00	\$1,400.00							
Total	\$0.00	\$1,400.00							
*Pricing shown does not reflect applicable taxes and fees.									

1. **Product Detail (Continued)**

b. **Amended Existing Order Forms (Continued)**

ii. **SO# 2024-124401 (2 of 12)**



Order Form

Order Type: Renewal/Change
SO # 2024-124401

Licensee or Customer Contact Detail											
Licensee or Customer	County of Riverside										
Address & Contact	Address	4080 LEMON ST STE 14									
	City, State	RIVERSIDE, CA 92501									
Billing Address & Contact	Phone	951-955-9900	Fax								
	Name	SUN: County of Riverside (311194)	Email RCIT-AcctsPayable@rivco.org								
	Billing Address	3450 14th Street	Phone 951 955 9900								
Technical Contact	City, State	Riverside, CA 92501	Fax								
	Name	Martin Fincham	Primary Phone (951) 955-0631								
	E-mail	mfincham@rivco.org	Alternate Phone								
Product Detail											
Dark Fiber #1	# Fibers	2	Estimated Route Miles 20.19								
	Product Type	Point to Point	Estim. Fiber Miles 40.38								
	MRC	\$1,500.00	NRC \$0.00								
	Install Lead Time	10 Days	Existing Product ID S296111								
Location A	4210 Riverwalk Pkwy, 1st Floor, MPOE to Server Room, Riverside, CA 92505										
Location Z	1960 Chicago Ave, 1st Floor, MMR, Riverside, CA 92507										
Dark Fiber #2	# Fibers	2	Estimated Route Miles 20.19								
	Product Type	Point to Point	Estim. Fiber Miles 40.38								
	MRC	\$2,500.00	NRC \$0.00								
	Install Lead Time	10 Days	Existing Product ID S165854								
Location A	26520 Cactus Ave, 0 Floor, Moreno Valley, CA 92555										
Location Z	1960 Chicago Ave, 1st Floor, MMR, Riverside, CA 92507										
Dark Fiber #3	# Fibers	2	Estimated Route Miles 25.02								
	Product Type	Point to Point	Estim. Fiber Miles 50.04								
	MRC	\$2,500.00	NRC \$0.00								
	Install Lead Time	10 Days	Existing Product ID S160477								
Location A	26520 Cactus Ave, 0 Floor, Moreno Valley, CA 92555										
Location Z	4080 Lemon St, 0 Floor, Riverside, CA 92501										
Order Summary											
Pricing & Contract Terms	Salesperson	Jim Brown	Term (Months) 120								
	Client Service Mgr	Douglas Wagner	Contact Email mfincham@rivco.org								
	Order Contact	Martin Fincham									
		<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>\$6,500.00</td> </tr> <tr> <td>Total</td> <td>\$0.00</td> <td>\$6,500.00</td> </tr> </tbody> </table>		NRC *	MRC*	Dark Fiber	\$0.00	\$6,500.00	Total	\$0.00	\$6,500.00
	NRC *	MRC*									
Dark Fiber	\$0.00	\$6,500.00									
Total	\$0.00	\$6,500.00									
*Pricing shown does not reflect applicable taxes and fees.											

1. Product Detail (Continued)

b. Amended Existing Order Forms (Continued)

iii. SO# 2024-124402 (3 of 12)



Order Form

Order Type: Renewal
SO # 2024-124402

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 Information Technology Billing Address 4060 County Circle Drive City, State RIVERSIDE, CA 92503									
	Email DPSS_Accounts_Payable@rivco.org Phone 951-955-9900 Fax									
Technical Contact	Name Martin Fincham E-mail mfincham@rivco.org									
	Primary Phone (951) 955-0631 Alternate Phone									
Product Detail										
Dark Fiber #1	# Fibers 2 Estimated Route Miles 16.25 Estm. Fiber Miles 32.50									
	Product Type <u>Point to Point</u>									
	MRC \$1,800.00 NRC \$0.00									
	Install Lead Time 10 Days									
	Existing Product ID S220204									
Location A	1960 Chicago Ave, 1st Floor, RC3 DC, Riverside, CA 92507 (PoP)									
Location Z	12625 Heacock St, 1st Floor, Moreno Valley, CA 92553									
Dark Fiber #2	# Fibers 2 Estimated Route Miles 19.85 Estm. Fiber Miles 39.70									
	Product Type <u>Point to Point</u>									
	MRC \$1,900.00 NRC \$0.00									
	Install Lead Time 10 Days									
	Existing Product ID S220195									
Location A	4080 Lemon St, 0 Floor, Riverside, CA 92501									
Location Z	23119 Cottonwood Ave, 1st Floor, Moreno Valley, CA 92553									
Order Summary										
Pricing & Contract Terms	Salesperson Jim Brown Term (Months) 120									
	Client Service Mgr Douglas Wagner									
	Order Contact Martin Fincham Contact Email mfincham@rivco.org									
	Contract Renewal Start Date 01/01/2025									
	<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>\$3,700.00</td> </tr> <tr> <td>Total</td> <td>\$0.00</td> <td>\$3,700.00</td> </tr> </tbody> </table>		NRC*	MRC*	Dark Fiber	\$0.00	\$3,700.00	Total	\$0.00	\$3,700.00
	NRC*	MRC*								
Dark Fiber	\$0.00	\$3,700.00								
Total	\$0.00	\$3,700.00								
*Pricing shown does not reflect applicable taxes and fees.										

1. **Product Detail (Continued)**

b. **Amended Existing Order Forms (Continued)**

iv. **SO# 2024-124403 (4 of 12)**



Order Form

Order Type: Renewal
SO # 2024-124403

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 Information Technology									
	Billing Address 1995 Market St									
	City, State RIVERSIDE, CA 92501									
Technical Contact	Name Martin Fincham									
	E-mail mfincham@rivco.org									
	Primary Phone (951) 955-0631 Alternate Phone									
Product Detail										
Dark Fiber	# Fibers 2									
	Estimated Route Miles 1.00									
	Estim. Fiber Miles 2.00									
	Product Type <u>Point to Point</u>									
	MRC \$1,300.00 NRC \$0.00									
Install Lead Time 10 Days										
	Existing Product ID S220201									
Location A	1995 Market St, 0 Floor, Riverside, CA 92501									
Location Z	1960 Chicago Ave, 1st Floor, RC3 DC, Riverside, CA 92507 (PoP)									
Order Summary										
Pricing & Contract Terms	Salesperson Jim Brown									
	Client Service Mgr Douglas Wagner									
	Order Contact Martin Fincham									
	Term (Months) 120									
	Contact Email mfincham@rivco.org									
	Contract Renewal Start Date 01/01/2025									
	<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>\$1,300.00</td> </tr> <tr> <td>Total</td> <td>\$0.00</td> <td>\$1,300.00</td> </tr> </tbody> </table>		NRC *	MRC*	Dark Fiber	\$0.00	\$1,300.00	Total	\$0.00	\$1,300.00
	NRC *	MRC*								
Dark Fiber	\$0.00	\$1,300.00								
Total	\$0.00	\$1,300.00								
	*Pricing shown does not reflect applicable taxes and fees.									

1. **Product Detail (Continued)**

b. **Amended Existing Order Forms (Continued)**

v. **SO# 2024-124404 (5 of 12)**



Order Form

Order Type: Renewal
SO # 2024-124404

Licensee or Customer Contact Detail			
Licensee or Customer	County of Riverside		
Address & Contact	Address	4080 LEMON ST STE 14	
	City, State	RIVERSIDE, CA 92501	
Billing Address & Contact	Phone	951-955-9900	Fax
	Name	Riverside County Information Technology	
Technical Contact	Billing Address	4080 Lemon St. 8th Floor	
	City, State	RIVERSIDE, CA 92501	
	Name	Martin Fincham	Primary Phone (951) 955-0631
	E-mail	mfincham@rivco.org	Alternate Phone

Product Detail			
Dark Fiber	# Fibers	2	Estimated Route Miles 2.00
	Product Type	Point to Point	Estim. Fiber Miles 4.00
	MRC	\$1,300.00	NRC \$0.00
	Install Lead Time	10 Days	Existing Product ID S220196
Location A	3525 14th St, LL1 Floor, Riverside, CA 92501		
Location Z	4080 Lemon St, 0 Floor, Riverside, CA 92501		

Order Summary												
Pricing & Contract Terms	Salesperson	Jim Brown	Term (Months) 120									
	Client Service Mgr	Douglas Wagner	Contact Email mfincham@rivco.org									
	Order Contact	Martin Fincham	Contract Renewal Start Date 01/01/2025									
		<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>\$1,300.00</td> </tr> <tr> <td>Total</td> <td>\$0.00</td> <td>\$1,300.00</td> </tr> </tbody> </table>			NRC*	MRC*	Dark Fiber	\$0.00	\$1,300.00	Total	\$0.00	\$1,300.00
	NRC*	MRC*										
Dark Fiber	\$0.00	\$1,300.00										
Total	\$0.00	\$1,300.00										
*Pricing shown does not reflect applicable taxes and fees.												

1. **Product Detail (Continued)**

b. **Amended Existing Order Forms (Continued)**

vi. **SO# 2024-124405 (6 of 12)**



Order Form

Order Type: Renewal
SO # 2024-124405

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 Information Technology Billing Address 2085 Rustin Avenue City, State RIVERSIDE, CA 92507
	Email M#Matman@rhealth.org Phone 951-955-9900
Technical Contact	Name Martin Fincham E-mail mfincham@rivco.org
	Primary Phone (951) 955-0631 Alternate Phone

Product Detail			
Dark Fiber #1	# Fibers	2	Estimated Route Miles 5.75
	Product Type	Point to Point	Estim. Fiber Miles 11.50
	MRC	\$1,500.00	NRC \$0.00
	Install Lead Time	10 Days	Existing Product ID S220202
Location A	41002 County Center Dr, 1st Floor, Temecula, CA 92591		
Location Z	30755 Auld Rd, 1st Floor, Murrieta, CA 92563		

Dark Fiber #2	# Fibers	2	Estimated Route Miles 18.50
	Product Type	Point to Point	Estim. Fiber Miles 37.00
	MRC	\$1,900.00	NRC \$0.00
	Install Lead Time	10 Days	Existing Product ID S220198
Location A	2724 Gateway Dr, LL1 Floor, Riverside, CA 92507		
Location Z	4080 Lemon St, 0 Floor, Riverside, CA 92501		

Dark Fiber #3	# Fibers	2	Estimated Route Miles 3.00
	Product Type	Point to Point	Estim. Fiber Miles 6.00
	MRC	\$1,500.00	NRC \$0.00
	Install Lead Time	10 Days	Existing Product ID S220199
Location A	5256 Mission Blvd, LL1 Floor, Riverside, CA 92509		
Location Z	4080 Lemon St, 0 Floor, Riverside, CA 92501		

Dark Fiber #4	# Fibers	2	Estimated Route Miles 4.20
	Product Type	Point to Point	Estim. Fiber Miles 8.40
	MRC	\$1,700.00	NRC \$0.00
	Install Lead Time	10 Days	Existing Product ID S220200
Location A	1995 Market St, 0 Floor, Riverside, CA 92501		
Location Z	4080 Lemon St, 0 Floor, Riverside, CA 92501		

Order Summary										
Pricing & Contract Terms	Salesperson Jim Brown Client Service Mgr Douglas Wagner Order Contact Martin Fincham									
	Term (Months) 120 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>\$6,600.00</td> </tr> <tr> <td>Total</td> <td>\$0.00</td> <td>\$6,600.00</td> </tr> </tbody> </table>		NRC *	MRC*	Dark Fiber	\$0.00	\$6,600.00	Total	\$0.00	\$6,600.00
	NRC *	MRC*								
Dark Fiber	\$0.00	\$6,600.00								
Total	\$0.00	\$6,600.00								
*Pricing shown does not reflect applicable taxes and fees										

1. Product Detail (Continued)
b. Amended Existing Order Forms (Continued)
 vii. SO# 2024-124407 (7 of 12)



Order Form

Order Type: Renewal
SO # 2024-124407

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 Information Technology Billing Address 2085 Rustin Avenue City, State RIVERSIDE, CA 92507																														
	Email MrMalman@ruhealth.org Phone 951-955-9900 Fax																														
Technical Contact	Name Martin Fincham E-mail mfincham@rivco.org																														
	Primary Phone (951) 955-0631 Alternate Phone																														
Product Detail																															
Dark Fiber #1	<table border="0"> <tr> <td># Fibers</td> <td>2</td> <td>Estimated Route Miles</td> <td>5.70</td> <td>Estim. Fiber Miles</td> <td>11.40</td> </tr> <tr> <td>Product Type</td> <td><u>Point to Point</u></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>MRC</td> <td>\$1,500.00</td> <td>NRC</td> <td>\$0.00</td> <td></td> <td></td> </tr> <tr> <td>Install Lead Time</td> <td>10 Days</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td colspan="2"></td> <td>Existing Product ID</td> <td>S220194</td> <td></td> <td></td> </tr> </table>	# Fibers	2	Estimated Route Miles	5.70	Estim. Fiber Miles	11.40	Product Type	<u>Point to Point</u>					MRC	\$1,500.00	NRC	\$0.00			Install Lead Time	10 Days							Existing Product ID	S220194		
# Fibers	2	Estimated Route Miles	5.70	Estim. Fiber Miles	11.40																										
Product Type	<u>Point to Point</u>																														
MRC	\$1,500.00	NRC	\$0.00																												
Install Lead Time	10 Days																														
		Existing Product ID	S220194																												
Location A	2085 Rustin Ave, LL1 Floor, Riverside, CA 92507																														
Location Z	4080 Lemon St, 0 Floor, Riverside, CA 92501																														
Dark Fiber #2	<table border="0"> <tr> <td># Fibers</td> <td>2</td> <td>Estimated Route Miles</td> <td>2.00</td> <td>Estim. Fiber Miles</td> <td>4.00</td> </tr> <tr> <td>Product Type</td> <td><u>Point to Point</u></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>MRC</td> <td>\$1,300.00</td> <td>NRC</td> <td>\$0.00</td> <td></td> <td></td> </tr> <tr> <td>Install Lead Time</td> <td>10 Days</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td colspan="2"></td> <td>Existing Product ID</td> <td>S220193</td> <td></td> <td></td> </tr> </table>	# Fibers	2	Estimated Route Miles	2.00	Estim. Fiber Miles	4.00	Product Type	<u>Point to Point</u>					MRC	\$1,300.00	NRC	\$0.00			Install Lead Time	10 Days							Existing Product ID	S220193		
# Fibers	2	Estimated Route Miles	2.00	Estim. Fiber Miles	4.00																										
Product Type	<u>Point to Point</u>																														
MRC	\$1,300.00	NRC	\$0.00																												
Install Lead Time	10 Days																														
		Existing Product ID	S220193																												
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 #3	<table border="0"> <tr> <td># Fibers</td> <td>2</td> <td>Estimated Route Miles</td> <td>6.50</td> <td>Estim. Fiber Miles</td> <td>13.00</td> </tr> <tr> <td>Product Type</td> <td><u>Point to Point</u></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>MRC</td> <td>\$1,500.00</td> <td>NRC</td> <td>\$0.00</td> <td></td> <td></td> </tr> <tr> <td>Install Lead Time</td> <td>10 Days</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td colspan="2"></td> <td>Existing Product ID</td> <td>S220203</td> <td></td> <td></td> </tr> </table>	# Fibers	2	Estimated Route Miles	6.50	Estim. Fiber Miles	13.00	Product Type	<u>Point to Point</u>					MRC	\$1,500.00	NRC	\$0.00			Install Lead Time	10 Days							Existing Product ID	S220203		
# Fibers	2	Estimated Route Miles	6.50	Estim. Fiber Miles	13.00																										
Product Type	<u>Point to Point</u>																														
MRC	\$1,500.00	NRC	\$0.00																												
Install Lead Time	10 Days																														
		Existing Product ID	S220203																												
Location A	26520 Cactus Ave, 0 Floor, Moreno Valley, CA 92555																														
Location Z	23119 Cottonwood Ave, 1st Floor, Moreno Valley, CA 92553																														
Dark Fiber #4	<table border="0"> <tr> <td># Fibers</td> <td>2</td> <td>Estimated Route Miles</td> <td>1,900.00</td> <td>Estim. Fiber Miles</td> <td>3,800.00</td> </tr> <tr> <td>Product Type</td> <td><u>Point to Point</u></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>MRC</td> <td>\$1,900.00</td> <td>NRC</td> <td>\$0.00</td> <td></td> <td></td> </tr> <tr> <td>Install Lead Time</td> <td>10 Days</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td colspan="2"></td> <td>Existing Product ID</td> <td>S220197</td> <td></td> <td></td> </tr> </table>	# Fibers	2	Estimated Route Miles	1,900.00	Estim. Fiber Miles	3,800.00	Product Type	<u>Point to Point</u>					MRC	\$1,900.00	NRC	\$0.00			Install Lead Time	10 Days							Existing Product ID	S220197		
# Fibers	2	Estimated Route Miles	1,900.00	Estim. Fiber Miles	3,800.00																										
Product Type	<u>Point to Point</u>																														
MRC	\$1,900.00	NRC	\$0.00																												
Install Lead Time	10 Days																														
		Existing Product ID	S220197																												
Location A	3075 Myers St, LL1 Floor, Riverside, CA 92503																														
Location Z	1960 Chicago Ave, 1st Floor, RC3 DC, Riverside, CA 92507 (PoP)																														
Order Summary																															
Pricing & Contract Terms	Salesperson Jim Brown Client Service Mgr Douglas Wagner Order Contact Martin Fincham																														
	Term (Months) 120 Contact Email mfincham@rivco.org Contract Renewal Start Date 01/01/2025																														
	<table border="1"> <tr> <td></td> <th>NRC *</th> <th>MRC *</th> </tr> <tr> <td>Dark Fiber</td> <td>\$0.00</td> <td>\$6,200.00</td> </tr> <tr> <td>Total</td> <td>\$0.00</td> <td>\$6,200.00</td> </tr> </table> <p>*Pricing shown does not reflect applicable taxes and fees</p>		NRC *	MRC *	Dark Fiber	\$0.00	\$6,200.00	Total	\$0.00	\$6,200.00																					
	NRC *	MRC *																													
Dark Fiber	\$0.00	\$6,200.00																													
Total	\$0.00	\$6,200.00																													

1. **Product Detail (Continued)**

b. **Amended Existing Order Forms (Continued)**

viii. **SO# 2024-124408 (8 of 12)**



Order Form

Order Type: Renewal
SO # 2024-124408

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 Information Technology									
	Billing Address 3450 14th St. Email Phone 951-955-9900									
	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 1.00 Estim. Fiber Miles 2.00									
	Product Type <u>Point to Point</u>									
	MRC \$1,200.00 NRC \$0.00									
	Install Lead Time 10 Days									
	Existing Product ID S254605									
Location A	7195 Alessandro Blvd, 1st Floor, MPOE, Riverside, CA 92506									
Location Z	450 E Alessandro Blvd, 1st Floor, Riverside, CA 92508									
Order Summary										
Pricing & Contract Terms	Salesperson Jim Brown Term (Months) 120									
	Client Service Mgr Douglas Wagner									
	Order Contact Martin Fincham									
	Contact Email mfincham@rivco.org									
	Contract Renewal Start Date 01/01/2025									
	<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>\$1,200.00</td> </tr> <tr> <td>Total</td> <td>\$0.00</td> <td>\$1,200.00</td> </tr> </tbody> </table>		NRC *	MRC*	Dark Fiber	\$0.00	\$1,200.00	Total	\$0.00	\$1,200.00
	NRC *	MRC*								
Dark Fiber	\$0.00	\$1,200.00								
Total	\$0.00	\$1,200.00								
	*Pricing shown does not reflect applicable taxes and fees.									

1. **Product Detail (Continued)**

b. **Amended Existing Order Forms (Continued)**

ix. **SO# 2024-124409 (9 of 12)**



Order Form

Order Type: Renewal/Change
SO # 2024-124409

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	County of Riverside									
	Billing Address	1260 Palmyrita Ave. Suite A									
	City, State	Riverside, CA 92507									
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 2.46								
	Product Type	Point to Point	Estim. Fiber Miles 4.92								
	MRC	\$1,300.00	NRC \$0.00								
	Install Lead Time	10 Days									
			Existing Product ID	S310408							
Location A	1960 Chicago Ave, 1st Floor, MMR, Riverside, CA 92507										
Location Z	1260 Palmyrita Ave, 1st Floor, MPOE to Server Room, Riverside, CA 92507										
Order Summary											
Pricing & Contract Terms	Salesperson	Jim Brown	Term (Months) 120								
	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>\$0.00</td> <td>\$1,300.00</td> </tr> <tr> <td>Total</td> <td>\$0.00</td> <td>\$1,300.00</td> </tr> </tbody> </table>		NRC *	MRC*	Dark Fiber	\$0.00	\$1,300.00	Total	\$0.00	\$1,300.00
	NRC *	MRC*									
Dark Fiber	\$0.00	\$1,300.00									
Total	\$0.00	\$1,300.00									
*Pricing shown does not reflect applicable taxes and fees											

1. **Product Detail (Continued)**

b. **Amended Existing Order Forms (Continued)**

x. **SO# 2024-124410 (10 of 12)**



Order Form

Order Type: Renewal/Change
SO # 2024-124410

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 County of Riverside Billing Address PO Box 7789 City, State Riverside, CA 92513-7789								
	Email Phone 951-358-5712 Fax								
Technical Contact	Name Martin Fincham E-mail mfincham@rivco.org								
	Primary Phone (951) 955-0631 Alternate Phone								
Product Detail									
Dark Fiber	# Fibers 2 Product Type <u>Point to Point</u> MRC \$1,500.00 Install Lead Time 10 Days								
	Estimated Route Miles 9.45 Estim. Fiber Miles 18.90 NRC \$0.00 Existing Product ID S296112								
	Location A 12125 Day St S-101, 1st Floor, MPOE to Server Room, Moreno Valley, CA 92504								
	Location Z 1960 Chicago Ave, 1st Floor, MMR, Riverside, CA 92507								
Order Summary									
Pricing & Contract Terms	Salesperson Jim Brown Client Service Mgr Douglas Wagner Order Contact Martin Fincham								
	Term (Months) 120 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>\$1,500.00</td> </tr> <tr> <td>Total</td> <td>\$0.00</td> <td>\$1,500.00</td> </tr> </tbody> </table>		NRC *	MRC*	Dark Fiber	\$0.00	\$1,500.00	Total	\$0.00
	NRC *	MRC*							
Dark Fiber	\$0.00	\$1,500.00							
Total	\$0.00	\$1,500.00							
*Pricing shown does not reflect applicable taxes and fees.									

1. **Product Detail (Continued)**

b. **Amended Existing Order Forms (Continued)**

xi. **SO# 2024-124411 (11 of 12)**



Order Form

Order Type: Renewal
SO # 2024-124411

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 Information Technology										
	Billing Address	3450 14th St										
	City, State	RIVERSIDE, CA 92501										
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 2.50									
	Product Type	Point to Point										
	MRC	\$1,300.00	NRC \$0.00									
	Install Lead Time	10 Days										
	Existing Product ID	S349522										
Location A	7195 Alessandro Blvd, 1st Floor, MPOE, Riverside, CA 92506											
Location Z	7898 Mission Grove Pkwy S, 1st Floor, Riverside, CA 92508											
Order Summary												
Pricing & Contract Terms	Salesperson	Jim Brown	Term (Months) 120									
	Client Service Mgr	Douglas Wagner	Contact Email mfincham@rivco.org									
	Order Contact	Martin Fincham	Contract Renewal Start Date 01/01/2025									
		<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>\$1,300.00</td> </tr> <tr> <td>Total</td> <td>\$0.00</td> <td>\$1,300.00</td> </tr> </tbody> </table>			NRC *	MRC*	Dark Fiber	\$0.00	\$1,300.00	Total	\$0.00	\$1,300.00
	NRC *	MRC*										
Dark Fiber	\$0.00	\$1,300.00										
Total	\$0.00	\$1,300.00										
*Pricing shown does not reflect applicable taxes and fees												

1. **Product Detail (Continued)**

b. **Amended Existing Order Forms (Continued)**

xi. **SO# 2024-124412 (12 of 12)**



Order Form

Order Type: Renewal
SO # 2024-124412

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
Billing Address & Contact	Name County of Riverside
	Billing Address 9 Latitude Way
	City, State Corona, CA 92881
Technical Contact	Name Martin Fincham
	E-mail mfincham@rivco.org
	Primary Phone (951) 955-0631
	Alternate Phone

Product Detail																															
Dark Fiber #1	<table border="0"> <tr> <td># Fibers</td> <td>2</td> <td>Estimated Route Miles</td> <td>13.00</td> <td>Estim. Fiber Miles</td> <td>26.00</td> </tr> <tr> <td>Product Type</td> <td>Point to Point</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>MRC</td> <td>\$1,600.00</td> <td>NRC</td> <td>\$0.00</td> <td></td> <td></td> </tr> <tr> <td>Install Lead Time</td> <td>10 Days</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td>Existing Product ID</td> <td colspan="3">S382242</td> </tr> </table>	# Fibers	2	Estimated Route Miles	13.00	Estim. Fiber Miles	26.00	Product Type	Point to Point					MRC	\$1,600.00	NRC	\$0.00			Install Lead Time	10 Days							Existing Product ID	S382242		
# Fibers	2	Estimated Route Miles	13.00	Estim. Fiber Miles	26.00																										
Product Type	Point to Point																														
MRC	\$1,600.00	NRC	\$0.00																												
Install Lead Time	10 Days																														
		Existing Product ID	S382242																												
Location A	1960 Chicago Ave, 1st Floor, MMR, Riverside, CA 92507																														
Location Z	9890 County Farm Rd, 1st Floor, Riverside, CA 92503																														

Dark Fiber #2	<table border="0"> <tr> <td># Fibers</td> <td>2</td> <td>Estimated Route Miles</td> <td>4.00</td> <td>Estim. Fiber Miles</td> <td>8.00</td> </tr> <tr> <td>Product Type</td> <td>Point to Point</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>MRC</td> <td>\$1,700.00</td> <td>NRC</td> <td>\$0.00</td> <td></td> <td></td> </tr> <tr> <td>Install Lead Time</td> <td>10 Days</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td>Existing Product ID</td> <td colspan="3">S382244</td> </tr> </table>	# Fibers	2	Estimated Route Miles	4.00	Estim. Fiber Miles	8.00	Product Type	Point to Point					MRC	\$1,700.00	NRC	\$0.00			Install Lead Time	10 Days							Existing Product ID	S382244		
# Fibers	2	Estimated Route Miles	4.00	Estim. Fiber Miles	8.00																										
Product Type	Point to Point																														
MRC	\$1,700.00	NRC	\$0.00																												
Install Lead Time	10 Days																														
		Existing Product ID	S382244																												
Location A	26520 Cactus Ave, 0 Floor, Moreno Valley, CA 92555																														
Location Z	7195 Alessandro Blvd, Rooftop Floor, Riverside, CA 92506																														

Dark Fiber #3	<table border="0"> <tr> <td># Fibers</td> <td>2</td> <td>Estimated Route Miles</td> <td>4.00</td> <td>Estim. Fiber Miles</td> <td>8.00</td> </tr> <tr> <td>Product Type</td> <td>Point to Point</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>MRC</td> <td>\$1,700.00</td> <td>NRC</td> <td>\$0.00</td> <td></td> <td></td> </tr> <tr> <td>Install Lead Time</td> <td>10 Days</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td>Existing Product ID</td> <td colspan="3">S382245</td> </tr> </table>	# Fibers	2	Estimated Route Miles	4.00	Estim. Fiber Miles	8.00	Product Type	Point to Point					MRC	\$1,700.00	NRC	\$0.00			Install Lead Time	10 Days							Existing Product ID	S382245		
# Fibers	2	Estimated Route Miles	4.00	Estim. Fiber Miles	8.00																										
Product Type	Point to Point																														
MRC	\$1,700.00	NRC	\$0.00																												
Install Lead Time	10 Days																														
		Existing Product ID	S382245																												
Location A	1960 Chicago Ave, 1st Floor, MMR, Riverside, CA 92507																														
Location Z	3450 14th St, LL1 Floor, Riverside, CA 92501																														

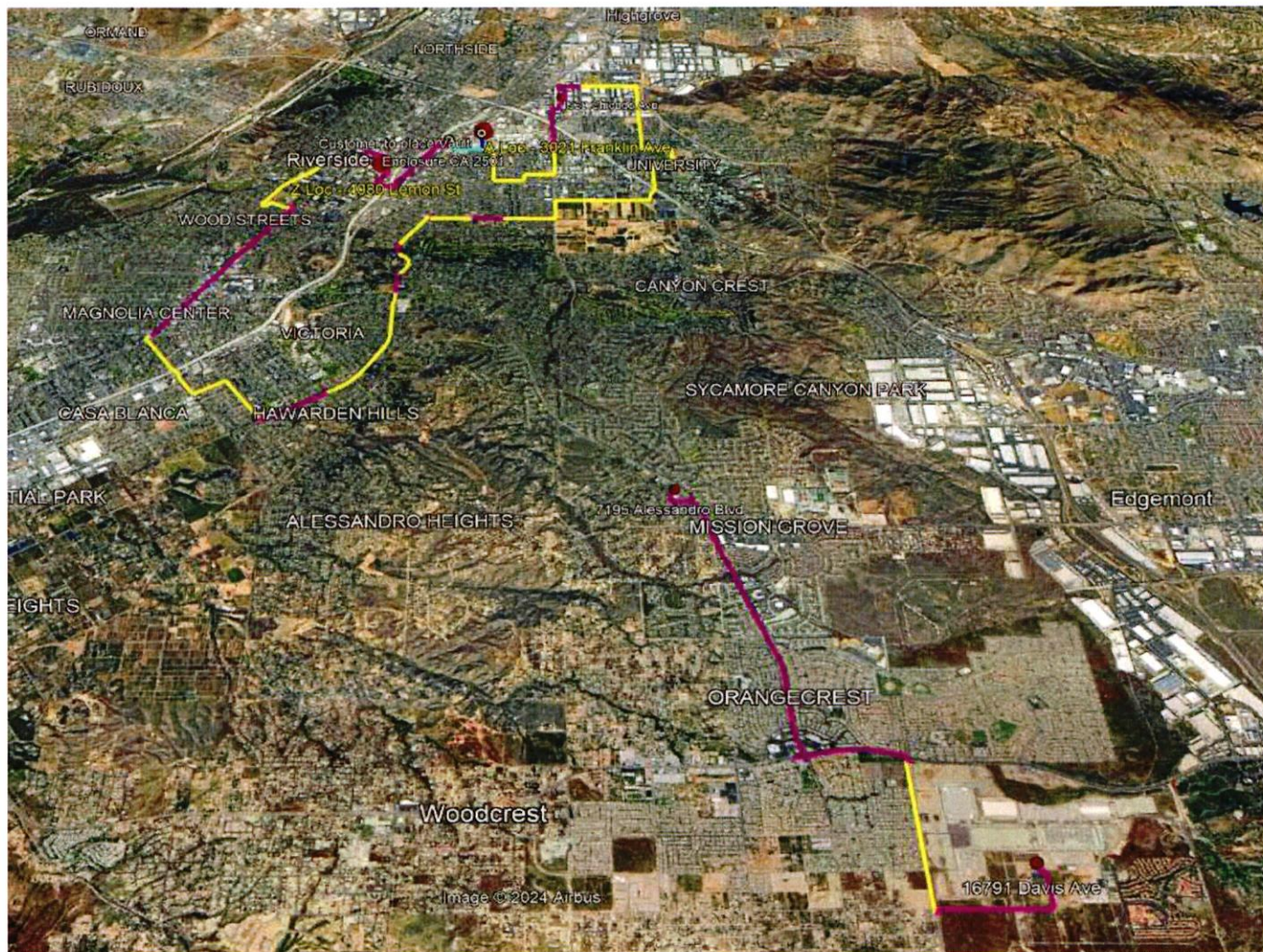
Dark Fiber #4	<table border="0"> <tr> <td># Fibers</td> <td>2</td> <td>Estimated Route Miles</td> <td>41.60</td> <td>Estim. Fiber Miles</td> <td>83.20</td> </tr> <tr> <td>Product Type</td> <td>Point to Point</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>MRC</td> <td>\$2,500.00</td> <td>NRC</td> <td>\$0.00</td> <td></td> <td></td> </tr> <tr> <td>Install Lead Time</td> <td>10 Days</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td>Existing Product ID</td> <td colspan="3">S382243</td> </tr> </table>	# Fibers	2	Estimated Route Miles	41.60	Estim. Fiber Miles	83.20	Product Type	Point to Point					MRC	\$2,500.00	NRC	\$0.00			Install Lead Time	10 Days							Existing Product ID	S382243		
# Fibers	2	Estimated Route Miles	41.60	Estim. Fiber Miles	83.20																										
Product Type	Point to Point																														
MRC	\$2,500.00	NRC	\$0.00																												
Install Lead Time	10 Days																														
		Existing Product ID	S382243																												
Location A	30755 Auld Rd, 1st Floor, Murrieta, CA 92563																														
Location Z	26520 Cactus Ave, 0 Floor, Moreno Valley, CA 92555																														

Order Summary											
Pricing & Contract Terms	Salesperson Jim Brown	Term (Months) 120									
	Client Service Mgr Douglas Wagner	Contact Email mfincham@rivco.org									
	Order Contact Martin Fincham	Contract Renewal Start Date 01/01/2025									
		<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>\$7,700.00</td> </tr> <tr> <td>Total</td> <td>\$0.00</td> <td>\$7,700.00</td> </tr> </tbody> </table>		NRC*	MRC*	Dark Fiber	\$0.00	\$7,700.00	Total	\$0.00	\$7,700.00
	NRC*	MRC*									
Dark Fiber	\$0.00	\$7,700.00									
Total	\$0.00	\$7,700.00									
	*Pricing shown does not reflect applicable taxes and fees										

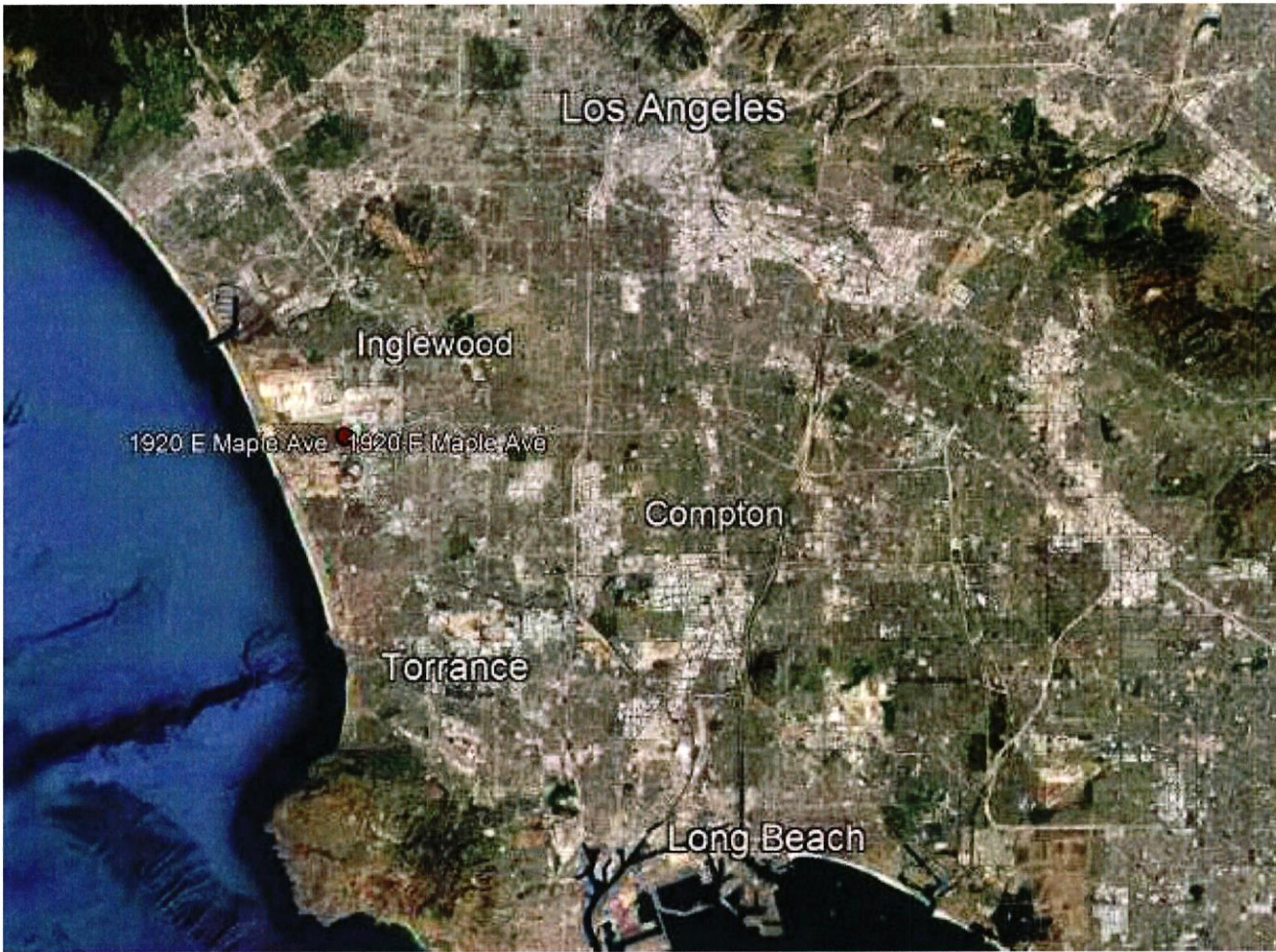
2. **Crown Castle Account Representative**

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

3. **Routing Maps – New Order Forms**



3. Routing Maps – New Order Forms (Continued)



The below provisions are hereby made 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.

4. Estimated Completion Date

For any Product that has not been completed as of the date the parties enter into this Agreement, CONTRACTOR shall use commercially reasonable efforts to complete the installation of COUNTY’s Fiber Optic Facilities described herein by the date that is approximately between one hundred fifty (150) and one hundred eighty (180) days from the date of an Order Form that is fully executed by both parties thereto.

5. Licensee Fee; Payment Terms

The License Fee for the Fiber Optic Facilities provided to COUNTY hereunder shall be paid monthly in advance in the form of a monthly recurring charge (“MRC”). The MRC shall be as set forth in the applicable Order Form and shall commence on the Acceptance Date associated with COUNTY’s Fiber Optic Facilities provided pursuant to an Order Form (for existing Products, this commencement may have occurred prior to the full execution of this Agreement).

Non-Recurring Charge (NRC): N/A

6. Early Termination Liability

6.1 In the event that COUNTY terminates an Order Form, other than for cause, prior to the expiration of the Initial Term, COUNTY shall pay CONTRACTOR 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.

6.2 The parties agree that CONTRACTOR’s damages in the case of an early termination by COUNTY 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 damage. The parties agree that this early termination liability is not a penalty.

7. Additional Terms

7.1 The MRC contained in this Agreement 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 COUNTY in addition to the MRC stated herein.

7.2 The MRC contained in this Agreement does not include cross-connect charges within colocation facilities; those fees are the responsibility of COUNTY.

7.3 The MRC specified in an Order Form do not include any applicable taxes. Applicable taxes will be included in the monthly invoices sent to COUNTY.

EXHIBIT B
PAYMENT PROVISIONS

1. Circuit/Site Additions/Modifications

1.1 Any future county sites and cost modifications may be added to this Agreement by written amendment and approved in a manner consistent with the Riverside County Board of Supervisors’ approval.

1.2 All circuits/sites, including those added via amendment at a later date, contained within the table below (“Schedule of Circuits”) shall be coterminous and end no later than on the expiration date of this Agreement.

2. Schedule of Circuits

	Location “A”	Location “Z”	Individual Site/Circuit
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	\$1,900.00
S1.4	3525 14 th St, Riverside, CA 92501	4080 Lemon St, Riverside, CA 92501	\$1,300.00
S1.5	3075 Myers St, Riverside, CA 92503	1960 Chicago Ave, 1st Floor, RC3 DC, Riverside, CA 92507 (PoP)	\$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	\$1,700.00
S1.9	1995 Market St, Riverside, CA 92501	1960 Chicago Ave, Bldg F, Riverside, CA 92507	\$1,300.00
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
S1.13	7195 Alessandro Blvd, 1st Floor, MPOE, Riverside, CA 92506	7898 Mission Grove Pkwy S, 1st Floor, Riverside, CA 92508	\$1,300.00

S1.14	7195 Alessandro Blvd, 1st Floor, MPOE, Riverside, CA 92506	450 E Alessandro Blvd, 1st Floor, Riverside, CA 92508	\$1,200.00
S1.15	450 E Alessandro Blvd, 1st Floor, Riverside, CA 92508	26520 Cactus Ave, Moreno Valley, CA 92555	\$1,400.00
S1.16	4210 Riverwalk Pkwy, 1st Floor, Riverside, CA 92505	1960 Chicago Ave, 1st Floor, Riverside, CA 92507	\$1,500.00
S1.17	12125 Day St S-101, 1st Floor, Moreno Valley, CA 92504	1960 Chicago Ave, 1st Floor, Riverside, CA 92507	\$1,500.00
S1.18	1960 Chicago Ave, 1st Floor, Riverside, CA 92507	1260 Palmyrita Ave, 1st Floor, Riverside, CA 92507	\$1,300.00
S1.19	1960 Chicago Ave, 1st Floor, Riverside, CA 92507	9890 County Farm Rd, 1st Floor, Riverside, CA 92503	\$1,800.00
S1.20	26520 Cactus Ave, Moreno Valley, CA 92555	7195 Alessandro Blvd, Rooftop Floor, Riverside, CA 92506	\$1,700.00
S1.21	1960 Chicago Ave, 1st Floor, Riverside, CA 92507	3450 14th St, LL1 Floor, Riverside, CA 92501	\$1,700.00
S1.22	30755 Auld Rd, 1st Floor, Murrieta, CA 92563	26520 Cactus Ave, Moreno Valley, CA 92555	\$2,500.00
S1.23	26520 Cactus Ave, Moreno Valley, CA 92555	4080 Lemon St, Riverside, CA 92501	\$2,500.00
S1.24	26520 Cactus Ave, Moreno Valley, CA 92555	1960 Chicago Ave, 1st Floor, Riverside, CA 92507	\$2,500.00
S1.25	7195 Alessandro Blvd, 1st Floor, MPOE, Riverside, CA 92506	16791 Davis Ave, 0 Floor, Riverside, CA 92518	\$1,500.00
S1.26	4080 Lemon St, 1st Floor, Riverside, CA 92501	3021 Franklin Ave, 1st Floor, MPOE Server Room, Riverside, CA 92507	\$1,700.00
S1.27	4080 Lemon St, 1st Floor, Riverside, CA 92501	1920 E Maple Ave, 1st Floor, (Equinix), El Segundo, CA 90245	\$2,750.00
S1.28	1920 E Maple Ave, 1st Floor, El Segundo, CA 90245 (Equinix LA4)	4080 Lemon St, 1st Floor, Riverside, CA 92501	\$2,750.00
Total Monthly Recurring Charge (MRC)			\$48,700.00

JIM SMITH
Chief Information Officer

DARRYL POLK
Chief Technology Officer

TRACY TILLMAN
Deputy Director Admin – IT

ANTHONY CHOGYOJI
Chief Information Security Officer



MARTIN PEREZ, ACIO
Enterprise Applications Bureau

GUSTAVO VAZQUEZ, ACIO
Converged Communications Bureau

KARAN CHANDRAN, ACIO
Technology Services Bureau

Date: Wednesday, August 21, 2024
From: Jim Smith, Chief Information Officer
To: Purchasing Agent
Via: Ryan Emblem, Procurement Contract Specialist, at (951) 955-9290
Subject: Single Source Request for a 10-Year Extension to the Dark Fiber Optic Connectivity Agreement No. PSA-0001234 with Crown Castle Fiber LLC

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

Single Source Sole Source

Supporting Documents:

Supplier Quote Supplier Sole Source Letter Final Draft Agreement
 Final Draft Form 11 H-11 Approved by RCIT/TSOC Grant Agreement
 Other: _____

1. Requested Supplier Name: Crown Castle Fiber LLC Supplier ID: 0000229792

a. Describe the goods/service being requested:

Dark fiber connectivity

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

"Dark" fiber refers to unused or unlit optical fiber cables. Unlike "lit" fiber, which is actively used to transmit data, dark fiber is not yet connected to any active equipment or data transmission systems and provides a flexible and scalable solution for County departments, agencies, and special districts of all sizes.

c. What are the operational benefits to your department?

Dark fiber offers significant potential for future expansion. Since it's not currently in use (i.e., "unlit"), departments can activate their dark fiber lines through RCIT it as their data needs grow, avoiding the need for additional installations, and giving organizations that utilize dark fiber full control over their network infrastructure. They can install their own equipment, manage their own data traffic, and customize the network to meet specific needs. Dark fiber networks can support very high bandwidths and speeds, which is advantageous for applications requiring large amounts of data transmission, such as data centers, or large departments. Moreover, with dark fiber, RCIT can manage departments' security protocols, potentially offering better protection against data breaches compared to shared lit fiber networks. Overall, dark fiber provides a flexible and scalable solution for the County to address advanced networking capabilities at reduced overall costs compared with conventional telephone company circuits that require new installations with timelines of up to one year or more to implement.

d. Provide details on any cost benefits/discounts.

Although the initial investment might be higher compared to leasing lit fiber, dark fiber is more cost-effective in the long run. This is because once the infrastructure is in place, additional capacity can be activated without the need for further physical installations. Moreover, County Purchasing, on behalf of RCIT, was able to negotiate a ~5% reduction in cost for existing dark fiber circuits upon execution of an extension to the Agreement. Crown Castle agrees to hold their pricing firm for a fixed 10-year period.

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

Yes No

a. If yes, please explain why you are requesting to utilize an SSJ process?

Crown Castle Fiber LLC is the incumbent contractor that has built out all of the existing infrastructure located in the County of Riverside. If the County were to select a new contractor, it will potentially incur new build out costs that range into hundreds of thousands of dollars.

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

Yes SSJ# _____ No

a. What was the total annual and aggregate amount? _____

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

Description:	FY <u>24/25</u> <u>Oct-Jun</u>	FY <u>25/26</u>	FY <u>26/27</u>	FY <u>27/28</u>	FY <u>28/29</u>	FY <u>29/30</u>
One-time Costs:	\$500	\$0	\$0	\$0	\$0	\$0
Monthly Recurring Costs:	\$438,300	\$584,400	\$584,400	\$584,400	\$584,400	\$584,400
Total Costs	\$438,800	\$584,400	\$584,400	\$584,400	\$584,400	\$584,400

Description:	FY <u>30/31</u>	FY <u>31/32</u>	FY <u>32/33</u>	FY <u>33/34</u>	FY <u>34/35</u> <u>Jul-Dec</u>	Total Contract Amount
One-time Costs:	\$0	\$0	\$0	\$0	\$0	\$500
Monthly Recurring Costs:	\$584,400	\$584,400	\$584,400	\$584,400	\$292,200	\$5,990,100
Total Costs	\$584,400	\$584,400	\$584,400	\$584,400	\$292,200	\$5,990,600

5. Period of Performance: August 06, 2019-December 31, 2034

Ratify Start Date (if applicable): Not applicable

Initial Term Start Date: 08/06/2019 End Date: 12/31/2024

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

Aggregate Term/End Date: 08/06/19-12/31/34

6. Projected Board of Supervisor Date (if applicable): 10/01/2024

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

Jim Smith
Print Name

Jim Smith
Department Head Signature
(Executive Level Designee)

8/22/24
Date

PCS Reviewed:

Ryan Emblem
Print Name

Ryan Emblem
Signature

08/22/2024
Date

Note: Once signed by the Department Head and PCS (signature lines above), the PCS will e-mail completed SSJ form with supporting documents to psosource@rivco.org, and cc: Supervising PCS. Please reach out to your assigned PCS with any questions.

The section below is to be completed by the Purchasing Agent or designee.

Purchasing Department Review and Comments: _____

Not to exceed:

One-time \$ _____

Annual Amounts reflected in completed chart for Question #4

Total Cost \$ 5,990,600

Aggregate Amount \$ _____

Melissa Curtis

Purchasing Agent Signature

8/23/2024

Date

25-036

Tracking Number