

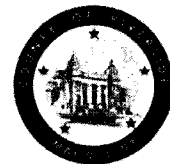
FORM APPROVED COUNTY COUNSEL
BY: GREGORY P. PRIAMOS DATE 10/22/15

Departmental Concurrence



**SUBMITTAL TO THE BOARD OF DIRECTORS
REGIONAL PARK AND OPEN SPACE DISTRICT
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

718



FROM: Regional Park and Open-Space District

SUBMITTAL DATE:
October 22, 2015

SUBJECT: Approval of Service Agreement for the Provision of WiFi/Local Mesh Internet Network Services at Lake Skinner Park; District 3; CEQA Exempt; [\$0]

RECOMMENDED MOTION: That the Board of Directors:

1. Find that the Professional Service Agreement for Design Services is exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Section 15301(a);
2. Approve the Service Agreement for the Provision of WiFi/Local Mesh Internet Network Services at Lake Skinner Park between the Riverside County Regional Park and Open-Space District (District) and Southern California Telephone and Energy (SCT&E);
3. Direct the Clerk of the Board to file the Notice of Exemption with the County Clerk within five (5) days of approval by the Board;

BACKGROUND:

Summary

(continued on page 2)

Scott Bangle
General Manager

2016-011D

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 0	\$ 0	\$ 0	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

SOURCE OF FUNDS:

Budget Adjustment: NO

For Fiscal Year: 2015/16

C.E.O. RECOMMENDATION:

APPROVE

BY:

County Executive Office Signature

Alex Gann

MINUTES OF THE BOARD OF DIRECTORS

On motion of Director Washington, seconded by Director Benoit and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Washington, Benoit and Ashley
Nays: None
Absent: Tavaglione
Date: November 10, 2015
xc: Parks, Recorder

Kecia Harper-Ihem
Clerk of the Board

By:
Deputy

Prev. Agn. Ref.:

District: 3

Agenda Number:

13-1

☐ A-30
☐ Positions Added
☐ 4/5 Vote
☐ Change Order

**SUBMITTAL TO THE BOARD OF DIRECTORS, REGIONAL PARK AND OPEN SPACE DISTRICT,
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.**

FORM 11: Approval of Service Agreement for the Provision of WiFi/Local Mesh Internet Network Services at Lake Skinner Park; District 3; CEQA Exempt; [\$0]

DATE: October 22, 2015

PAGE: 2 of 2

RECOMMENDED MOTION: (continued)

4. Authorize the Chairman of the Board to execute the Agreement on behalf of the District; and
5. Direct the Clerk of the Board to return four (3) copies of the executed Agreement to the District.

BACKGROUND:

Summary (continued)

Lake Skinner Recreation Area (Lake Skinner) requires reliable, fast internet service that will support the implementation of the Regional Park & Open-Space District's (District) point-of-sale (POS) reservation system software, and to support the staff and customers at Lake Skinner. Riverside County Information Technology Department (RCIT) has been working with the District to find an internet solution for Lake Skinner, which has been a challenge due to the park's remote location. After extensive research, RCIT has determined that the typical internet providers, such as AT&T and Verizon, cannot provide a cost effective internet solution for Lake Skinner, and that Southern California Telephone & Energy (SCT&E) is the only cost-effective and reliable internet provider for Lake Skinner. Attached is the RCIT approved Procurement Form (H11 Form) recommending support of entering into an Agreement with SCT&E for internet service to Lake Skinner.

Impact on Citizens and Businesses

This Agreement will provide the ability for the District to implement the new POS system at Lake Skinner Park; provide free, reliable internet service to District staff and volunteers; and provide fee-for-use internet access for guests during their stay at the park. The District will participate in a profit sharing agreement with SCT&E, which will prevent any startup costs to citizens; will remove ongoing costs associated with the current, insufficient internet service; and may result in revenue to support District operations.

The Service Agreement has been approved as to form by County Counsel.

Supplemental: (additional Fiscal Info if applicable)

If the Agreement is approved, customers desiring to use Wi-Fi internet access while in the park will pay a fee to SCT&E. District has the potential for sharing in the revenues collected by SCT&E from park guests. SCT&E will not charge the District for Wi-Fi internet service to District buildings and offices.

CEQA Information

This Service Agreement has been found to be exempt from the California Environmental Quality Act ("CEQA") pursuant to State CEQA Guidelines Section 15301(a); See attached Notice of Exemption.

Attachments:

Service Agreement for the Provision of WiFi/Local Mesh Internet Network Services at Lake Skinner Park.
Notice of Exemption
Riverside County Information Technology Procurement Form – RCIT Approved



SCOTT BANGLE
KYLA BROWN
KEITH HERRON
BRANDE HUNE

Parks Director/General Manager
Chief - Parks & Recreation
Chief - Resources & Planning
Chief - Business Operations

11/12/15

KB

Riverside County Regional Park and Open-Space District

NOTICE OF EXEMPTION

TO: County Clerk
County of Riverside
4080 Lemon St.
Riverside, CA 92501

FROM: Riverside County Regional
Park and Open-Space District
4600 Crestmore Road
Jurupa Valley, CA 92509

October 29, 2015

Project Name: Service Agreement for the Provision of WiFi/Local Internet Network Services at Lake Skinner Park

Project Number: N/A

Project Location: Lake Skinner Recreation Area ("Lake Skinner Park"), located at 37701 Warren Road, Winchester, CA 92596


Description of Project: The project is an agreement to provide internet access to District facilities, District staff, and park guests at Lake Skinner Park via a WiFi network.

Name of Public Agency Approving Project: Riverside County Regional Park & Open-Space District

Name of Person or Agency Carrying Out Project: Southern California Telephone & Energy

Exempt Status: California Environmental Quality Act (CEQA) Guidelines, Section 15301(a) – Minor alteration of existing public or private structures, facilities, or mechanical equipment.

Reason(s) Why Project is Exempt: The project is exempt from the provisions of CEQA under CEQA Guidelines Section 15301(a) because the project consists installation of WiFi Internet equipment only on existing structures at the project location. There is to be only negligible expansion of use of the existing facilities and no expansion of the footprint of the existing facilities.

Signed:  Date: 11-21-15

Marc Brewer, Senior Park Planner

NOV 10 2015

13-1D

4600 Crestmore Road, Jurupa Valley, CA 92509
Tel: 951.955.4310 • Fax: 951.955.4305 • www.RivCoParks.org
NATIONALLY ACCREDITED AGENCY



SCOTT BANGLE
KYLA BROWN
KEITH HERRON
BRANDE HUNE

Parks Director/General Manager
Chief - Parks & Recreation
Chief - Resources & Planning
Chief - Business Operations

Riverside County
Regional Park and Open-Space District

MEMORANDUM

DATE: October 21 2015
TO: Mary Ann Meyer
FROM: Jeanne McLeod, Contracts and Grants Analyst
RE: Accounting String for Internal Charges

Please utilize the accounting string below to charge the Park District for any administrative expenses in connection with the attached request:

<u>FUND</u>	<u>DEPTID</u>	<u>ACCOUNT</u>	<u>PROJECT</u>
25400	931400	536780	

Please provide a copy of the posted journal via email to Parks-Finance@rivcoparks.org

If you have any questions or experience any difficulties in using the above accounting string, please do not hesitate to contact me.

Thanks!

Jeanne McLeod

Contracts and Grants Analyst

SERVICE AGREEMENT
FOR THE PROVISION OF Wi-Fi/LOCAL MESH INTERNET NETWORK SERVICES
AT LAKE SKINNER PARK

This Service Agreement ("Agreement") made and entered into this 10th day of November, 2015, by and between the Riverside County Regional Park and Open Space District ("DISTRICT"), a special district created pursuant to the California Public Resources Code Div. 5, Ch. 3, Art. 3, and the Southern California Telephone & Energy ("SCT&E"), as the service provider sometimes collectively hereinafter referred to as the Parties, for the provision of Wi-Fi/Local Mesh Internet Network Services to 100% of the desired service locations identified by the DISTRICT at Lake Skinner Recreation Area ("Lake Skinner Park"), located at 37701 Warren Road, Winchester, CA 92596. Attachment 1 – Wi-Fi Hot Spot Locations, identifies the proposed locations where SCT&E will establish Wi-Fi hot spots within Lake Skinner Park.

RECITALS

WHEREAS, the Lake Skinner Park is subject to that certain Lease Agreement dated and originally executed on January 2, 1973 (the "Master Lease") between the Metropolitan Water District of Southern California ("MWD") and the County of Riverside ("County") whereby the leased premises is to provide recreational facilities and areas for the residents and visitors of Riverside County;

WHEREAS, this Agreement is subject to the Master Lease and MWD has the right to review and grant consent for any subsequent agreements or improvements to be made at Lake Skinner Park;

WHEREAS, the operation, maintenance and improvements for the Lake Skinner Park was assigned and authorized by the County to the DISTRICT;

WHEREAS, the Riverside County Information Technology (RCIT) is recommending SCT&E as the most feasible Internet provider for Lake Skinner Park after having researched the availability of other providers;

1 WHEREAS, SCT&E has for several years successfully been providing Internet service
2 at Lake Skinner Park during the Balloon & Wine Festival event;

3 WHEREAS, the DISTRICT desires to have a local mesh internet network services
4 available as an amenity for campers and visitors to Lake Skinner Park and for use by the
5 DISTRICT for its operations, and SCT&E desires to provide such services;

6 WHEREAS, the DISTRICT needs to have reliable Internet service at Lake Skinner Park
7 in order to operate a DISTRICT-wide web-based point of sale and reservation system;

8 **NOW, THEREFORE**, for good and valuable consideration, the parties do hereby
9 mutually agree as follows, subject to prior consent granted by MWD:

10 **1. Description of Services**

11 **1.1** SCT&E shall provide Wi-Fi/Local Mesh Network Services ("Services") as
12 outlined and specified in Exhibit A - Scope of Services, consisting of one page and in
13 accordance with paragraph 3.1; at the locations identified in Attachment 1 – Wi-Fi Hot Spot
14 Locations; and following pricing as stated in Attachment 2.

15 **1.2** SCT&E represents that it has the equipment, capacity, and capability necessary to
16 fully and adequately perform under this Agreement; the ability to provide 100% of the DISTRICT'S
17 Services needs at Lake Skinner Park; and the DISTRICT relies upon this representation. SCT&E
18 shall perform to the satisfaction of the DISTRICT and in conformance to and consistent with the
19 highest industry standards of same type of service providers.

20 **1.3** SCT&E affirms that it is fully apprised of all of the work to be performed under this
21 Agreement; and SCT&E agrees it can properly perform this work and do so in accordance with the
22 consideration stated in Paragraph 3.1. SCT&E is not to perform services or provide products at Lake
23 Skinner Park outside of the Agreement, unless by written request of the DISTRICT.

24 **1.4** Acceptance by the DISTRICT of SCT&E'S performance under this Agreement
25 does not operate as a release of SCT&E'S responsibility for full compliance with the terms of
26 this Agreement.
27
28

1 **1.5** SCT&E will provide services to DISTRICT staff, including up to twelve (12) on-
2 site Volunteer Camp Host Sites, at no cost to DISTRICT, with credentials to access the Wi-Fi
3 Hotspots, at no cost during the initial term or any extended term of this Agreement.

4 **2. Term Period**

5 **2.1** This Agreement shall be effective on December 1, 2015 ("Effective Date") for a
6 period of five (5) years and shall terminate at midnight on November 30, 2020 (initial term)
7 unless terminated earlier pursuant to Section 4 herein this Agreement.

8 **2.2** The DISTRICT has no obligation to enter into any extension or procure any
9 specified amount of services. The Parties may mutually agree in writing to renew on a month-
10 to-month basis at the end of the initial term.

11 **3. Consideration**

12 **3.1** The Consideration for the provisions of the Services shall be as follows:
13 DISTRICT and SCT&E agree that the first \$6,900.00 of revenue collected during the initial term
14 of this Agreement shall go solely to SCT&E on a one-time basis to cover SCT&E'S costs of
15 setting up the Services infrastructure. Thereafter, the DISTRICT and SCT&E agree that \$400
16 per month of revenues/profits shall go solely to SCT&E to offset costs specifically associated
17 with the Lake Skinner Park Services, and DISTRICT shall receive 50% of revenues/profits
18 collected over and above the \$400 per month. SCT&E shall provide DISTRICT monthly reports
19 from their web-based program for the purpose of reviewing, verifying, and auditing the Lake
20 Skinner Park sales/revenue numbers.

21 **3.2** SCT&E will provide service at reasonable rates (Attachment 2 – Pricing). The
22 DISTRICT will not be charged for any SCT&E Services at any time during the term(s) of this
23 Agreement, including usage by DISTRICT staff and volunteer camp hosts. SCT&E
24 acknowledges that the DISTRICT has hosted major events at Lake Skinner Park for many years
25 and that the DISTRICT may allow new major events to utilize Lake Skinner Park in the future.
26 However, this Agreement does not entitle SCT&E or pre-commit the District in regards to any
27 potential future events. SCT&E agrees to honor the past practice of not charging Temecula
28 Valley Balloon & Wine Festival (TVBWF) for Services during their event at Lake Skinner Park.

Standard Internet Service Usage and Abuse Policy applies. End users abusing usage policy may be blocked from the Services. Current policy dictates that only one device at a time may be used for any individual login/passcode combination; specifically prohibited is the use of one device as an individual hotspot for other devices. SCT&E may request adjustments to pricing by sending DISTRICT written justification for an increase, in the form of a survey of competitors pricing at other public parks, and/or proof that SCT&E expenses have increased as justification for the increase. Any price increases, decreases, additions, or deletions from those originally listed in Attachment 2 – Pricing, must have the prior written approval by the DISTRICT.

3.3 The DISTRICT is not responsible for any fees or costs incurred by SCT&E above or beyond the consideration described herein and shall have no obligation to purchase any specified amount of services or products, unless agreed to by DISTRICT in writing.

3.4 The DISTRICT'S share of revenues/profits shall be paid by SCT&E bi-annually on December 31st and July 30th.

3.5 DISTRICT is responsible to maintain foliage to allow line of sight connectivity between hot spots

4. Termination

4.1 DISTRICT or SCT&E may terminate this Agreement without cause upon ninety (90) days written notice served upon the other party stating the extent and effective date of termination.

4.2 DISTRICT may, upon five (5) days written notice to SCT&E, terminate this Agreement for SCT&E'S default, if SCT&E refuses or fails to comply with the terms of this Agreement, or fails to correct or make progress on a written Notice of Deficiency so as to endanger performance, and does not cure such failure. In the event of such termination, the DISTRICT may proceed with the work in any manner deemed proper by DISTRICT.

4.3 After receipt of the notice of termination, SCT&E shall:

(a) Stop all services under this Agreement on the date specified in the notice of termination; and

1 (b) Remove any equipment or improvements installed by SCT&E in the
2 manner as directed by DISTRICT within thirty (30) days after the termination of this Agreement.

3 4.4 The rights and remedies of DISTRICT provided in this section shall not be
4 exclusive and are in addition to any other rights and remedies provided by law, in equity or
5 pursuant to this Agreement.

6 **5. Ownership/Use of Equipment**

7 DISTRICT understands and agrees that all equipment installed by SCT&E at Lake
8 Skinner Park shall remain the property of SCT&E and grants SCT&E 24/7 access to site to
9 service, repair, replace, or remove said equipment at SCT&E discretion. SCT&E shall be
10 responsible for repairing any damage to DISTRICT property that is a result of SCT&E'S acts,
11 omissions, or work performed under this Agreement, including, but not limited to, equipment
12 installation, maintenance, or removal. Any equipment left at Lake Skinner Park more than thirty
13 (30) days after the termination of this Agreement shall become the property of the DISTRICT,
14 for use or disposal at its sole discretion.

15 **6. Conduct of Contractor**

16 6.1 SCT&E covenants that it presently has no interest, including, but not limited to,
17 other projects or contracts, and shall not acquire any such interest, direct or indirect, which
18 would conflict in any manner or degree with SCT&E'S performance under this Agreement.
19 SCT&E further covenants that no person or subcontractor having any such interest shall be
20 employed or retained by SCT&E under this Agreement. SCT&E agrees to inform the DISTRICT
21 of all SCT&E'S interests, if any, which are, or may be perceived as, incompatible with the
22 DISTRICT'S interests.

23 6.2 SCT&E, its employees, and agents shall not, under circumstances which could
24 be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept
25 any gratuity or special favor from individuals or firms with whom SCT&E is doing business or
26 proposing to do business, in accomplishing the work under this Agreement.

27 ///

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1 **6.3** SCT&E, its employees, and agents shall not offer gifts, gratuity, favors, or
2 entertainment, directly or indirectly, to DISTRICT or MWD employees, agents, volunteers or
3 representatives.

4 **7. Inspection of Services**

5 **7.1** All performance shall be subject to inspection by the DISTRICT. SCT&E shall
6 provide adequate cooperation to DISTRICT to determine SCT&E'S conformity with the terms of
7 this Agreement. If any services performed or provided by SCT&E are not in conformance with
8 the terms of this Agreement, the DISTRICT shall have the right to require SCT&E to perform
9 the services in conformance with the terms of the Agreement. When the services to be
10 performed or the products to be provided are of such nature that the difference cannot be
11 corrected, the DISTRICT shall have the right to require SCT&E immediately to take all
12 necessary steps to ensure future performance in conformity with the terms of the Agreement.

13 **7.2** SCT&E shall establish adequate procedures for self-monitoring to ensure proper
14 performance under this Agreement; and shall permit DISTRICT representatives to monitor,
15 assess, or evaluate SCT&E'S performance under this Agreement at any time, upon reasonable
16 notice to SCT&E.

17 **8. Independent Contractor**

18 **8.1** SCT&E is, for purposes relating to this Agreement, an independent contractor
19 and shall not be deemed an employee or agent of the DISTRICT. It is expressly understood
20 and agreed that SCT&E (including its employees, agents and subcontractors) shall in no event
21 be entitled to any benefits to which DISTRICT employees are entitled, including, but not limited
22 to, overtime, any retirement benefits, worker's compensation benefits, and injury leave or other
23 leave benefits. There shall be no employer-employee relationship between the parties, and
24 SCT&E shall hold DISTRICT harmless from any and all claims that may be made against
25 DISTRICT based upon any contention by a third party that an employer-employee relationship
26 exists by reason of this Agreement. It is further understood and agreed by the parties that
27 SCT&E in the performance of this Agreement is subject to the control or direction of DISTRICT
28 merely as to the results to be accomplished, and not as to the means and methods for

1 accomplishing the results.

2 **8.2** As the client party, DISTRICT may require changes to the means or methods for
3 accomplishing the service of this Agreement with 30 days written notice, if such changes are
4 necessary by the DISTRICT'S judgment to protect the operation, recreation value, or natural
5 aspects of Lake Skinner Park. SCT&E employees and service vehicles will be clearly
6 identifiable when entering Lake Skinner Park to perform work under this Agreement.

7 **9. Subcontract for Work or Services**

8 No contract shall be made by SCT&E with any other party for furnishing any of the work
9 or services under this Agreement without the prior written approval of the DISTRICT, but this
10 provision shall not require the approval of contracts of employment between SCT&E and
11 personnel assigned under this Agreement, or for parties named in the proposal and agreed to
12 under this Agreement.

13 **10. Disputes**

14 **10.1** The parties shall attempt to resolve any disputes amicably at the working level.
15 If that is not successful, the dispute shall be referred to the senior management of the parties.
16 Any dispute relating to this Agreement which is not resolved by the parties shall be decided by
17 the Riverside County's Purchasing Department Compliance Contract Officer who shall furnish
18 the decision in writing. The decision of Riverside County's Compliance Contract Officer shall
19 be final and conclusive unless determined by a court of competent jurisdiction to have been
20 fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith.
21 SCT&E shall proceed diligently with the performance of this Agreement pending the resolution
22 of a dispute.

23 **10.2** Prior to the filing of any legal action related to this Agreement, the parties shall
24 be obligated to attend a mediation session in Riverside County before a neutral third party
25 mediator. A second mediation session shall be required if the first session is not successful.
26 The parties shall share the cost of the mediation sessions. Each party shall be responsible for
27 its own legal fees or other expenses incident to the preparation for mediation.

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1 **11. Jurisdiction and Venue**

2 This Agreement is to be construed under the laws of the State of California. The parties
3 agree to the jurisdiction and venue of the Superior Court in the County of Riverside, State of
4 California.

5 **12. Licensing and Permits**

6 SCT&E shall comply with all local, state, federal, or other licensing requirements,
7 including, but not limited to, the provisions of Chapter 9 of Division 3 of the Business and
8 Professions Code. All licensing requirements shall be met at the time proposals are submitted
9 to the DISTRICT. SCT&E warrants that it has all necessary permits, approvals, certificates,
10 waivers and exemptions necessary for performance of this Agreement as required by the laws
11 and regulations of the United States, the State of California, the County of Riverside, and all
12 other governmental agencies with jurisdiction, and shall maintain these throughout the term of
13 this Agreement.

14 **13. Non-Discrimination**

15 SCT&E shall not discriminate in the provision of services, allocation of benefits,
16 accommodation in facilities, or employment of personnel on the basis of ethnic group
17 identification, race, religious creed, color, national origin, ancestry, physical handicap, medical
18 condition, marital status, or sex, in the performance of this Agreement; and, to the extent they
19 shall be found to be applicable hereto, shall comply with the provisions of the California Fair
20 Employment Practices Act (commencing with Section 1410 of the Labor Code), the Federal
21 Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C.
22 §1210 et seq.), and all other applicable laws or regulations.

23 **14. Records and Documents**

24 SCT&E shall make available, upon written request by any duly authorized Federal,
25 State, or County agency, a copy of this Agreement and such books, documents, or records as
26 are necessary to certify the nature and extent of SCT&E'S costs related to this Agreement. All
27 such books, documents, or records, shall be maintained by SCT&E for at least five years
28 following termination of this Agreement, and be available for audit by the DISTRICT. SCT&E

1 shall provide to the DISTRICT reports and information related to this Agreement as requested
2 by DISTRICT.

3 **15. Confidentiality**

4 **15.1** SCT&E shall not use for personal gain, or make other improper use of privileged
5 or confidential information which is acquired in connection with this Agreement. The term
6 "privileged or confidential information" includes, but is not limited to: unpublished or sensitive
7 technological or scientific information; medical, personnel, or security records; anticipated
8 material requirements or pricing/purchasing actions; DISTRICT information or data which is not
9 subject to public disclosure; DISTRICT operational procedures; and knowledge of selection of
10 contractors, subcontractors, or suppliers in advance of official announcement.

11 **15.2** SCT&E shall protect from unauthorized disclosure names, email addresses, and
12 other identifying information concerning persons receiving services pursuant to this Agreement,
13 except for general statistical information not identifying any person. SCT&E shall not use such
14 information for any purpose other than carrying out SCT&E'S obligations under this Agreement.
15 SCT&E shall promptly transmit to the DISTRICT all third party requests for disclosure of such
16 information. SCT&E shall not disclose, except as otherwise specifically permitted by this
17 Agreement or authorized in advance in writing by the DISTRICT, any such information to
18 anyone other than the DISTRICT. For purposes of this paragraph, identity shall include, but
19 not be limited to: name, identifying number, symbol, or other identifying particular assigned to
20 the individual, such as finger or voice print or a photograph.

21 **16. Administration/Contract Liaison**

22 The General Manager of the Riverside County Regional Park and Open-Space District,
23 or his/her designee, shall administer this Agreement on behalf of the DISTRICT.

24 ///

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27 ///

28 ///

1 **17. Notices**

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

5 **DISTRICT OF RIVERSIDE**

6 Scott Bangle, General Manager
7 RivCoParks District
4600 Crestmore Road
Jurupa Valley, CA 92509

SCT&E

Kevin Reno, Vice-President
Southern Ca. Telephone & Energy
27515 Enterprise Circle West
Temecula, CA 92590

8 **18. Force Majeure**

9 If either party is unable to comply with any provision of this Agreement due to causes
10 beyond its reasonable control, and which could not have been reasonably anticipated, such as
11 acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable
12 for such failure to comply.

13 **19. EDD Reporting Requirements**

14 In order to comply with child support enforcement requirements of the State of
15 California, the DISTRICT may be required to submit a Report of Independent Contractor(s)
16 form **DE 542** to the Employment Development Department ("EDD"). SCT&E agrees to furnish
17 the required data and certifications to the DISTRICT within 10 days of notification of award of
18 Agreement when required by the EDD. This data will be transmitted to governmental agencies
19 charged with the establishment and enforcement of child support orders. Failure of SCT&E to
20 timely submit the data and/or certificates required may result in the default of the contract by
21 SCT&E. In the event a contract has been issued, failure of SCT&E to comply with all federal
22 and state reporting requirements for child support enforcement, or to comply with all lawfully
23 served Wage and Earnings Assignments Orders and Notice of Assignment, shall constitute a
24 material breach of Agreement. SCT&E may contact the local Employment Tax Customer
25 Service Office regarding any questions about this section.

26 **20. Hold Harmless/Indemnification**

27 **20.1** SCT&E shall indemnify and hold harmless the DISTRICT, County of Riverside,
28 its Agencies, Districts, Special Districts and Departments, their respective directors, officers,

1 Board of Directors, Board of Supervisors, elected and appointed officials, employees, agents
2 and representatives from any liability, claim, damage or action whatsoever, based or asserted
3 upon any act or omission of SCT&E, its officers, employees, volunteers, subcontractors, agents
4 or representatives arising out of or in any way relating to this Agreement, including but not
5 limited to property damage, bodily injury, or death. SCT&E shall defend, at its sole cost and
6 expense, including, but not limited to, attorney fees, cost of investigation, defense and
7 settlements or awards, the DISTRICT, County of Riverside, its Agencies, Districts, Special
8 Districts and Departments, their respective directors, officers, Board of Directors, Board of
9 Supervisors, elected and appointed officials, employees, volunteers, agents and
10 representatives in any such action or claim. With respect to any action or claim subject to
11 indemnification herein by SCT&E, SCT&E shall, at its sole cost, have the right to use counsel
12 of its own choice; and shall have the right to adjust, settle, or compromise any such action or
13 claim without the prior consent of DISTRICT; provided, however, that any such adjustment,
14 settlement, or compromise, in no manner whatsoever limits or circumscribes SCT&E'S
15 indemnification of DISTRICT. SCT&E'S obligations hereunder shall be satisfied when SCT&E
16 has provided to DISTRICT the appropriate form of dismissal (or similar document) relieving the
17 DISTRICT from any liability for the action or claim involved. The specified insurance limits
18 required in this Agreement shall in no way limit or circumscribe SCT&E'S obligations to
19 indemnify and hold harmless the DISTRICT.

20 **20.2** In the event there is conflict between this clause and California Civil Code
21 Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such
22 interpretation shall not relieve SCT&E from indemnifying the DISTRICT to the fullest extent
23 allowed by law.

24 **21. Insurance**

25 Without limiting or diminishing SCT&E'S obligation to indemnify or hold the DISTRICT
26 harmless, SCT&E shall procure and maintain or cause to be maintained, at its sole cost and
27 expense, the following insurance coverages during the term of this Agreement:

28 ///

1 **21.1 Workers' Compensation**

2 If SCT&E has employees as defined by the State of California, SCT&E shall maintain
3 statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the
4 State of California. Policy shall include Employers' Liability (Coverage B), including
5 Occupational Disease, with limits not less than **\$1,000,000** per person per accident. The policy
6 shall be endorsed to waive subrogation in favor of the County of Riverside, and, if applicable, to
7 provide a Borrowed Servant/Alternate Employer Endorsement.

8 **21.2 Commercial General Liability**

9 Commercial General Liability insurance coverage, including, but not limited to, premises
10 liability, contractual liability, products and completed operations liability, personal or advertising
11 injury, covering claims which may arise from or out of SCT&E'S performance of its obligations
12 hereunder. Policy shall name all Agencies, Districts, Special Districts, and Departments of the
13 DISTRICT of Riverside, their respective directors, officers, Board of Supervisors, employees,
14 elected or appointed officials, agents, or representatives, as Additional Insureds. Policy's limit
15 of liability shall not be less than **\$1,000,000** per occurrence combined single limit. If such
16 insurance contains a general aggregate limit, it shall apply separately to this agreement or be
17 no less than two (2) times the occurrence limit.

18 **21.3 Vehicle Liability**

19 If SCT&E'S vehicles or mobile equipment are used in the performance of the
20 obligations under this Agreement, then SCT&E shall maintain liability insurance for all owned,
21 non-owned, or hired vehicles so used in an amount not less than **\$1,000,000** per occurrence
22 combined single limit. If such insurance contains a general aggregate limit, it shall apply
23 separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall
24 name all Agencies, Districts, Special Districts, and Departments of the County of Riverside,
25 their respective directors, officers, Board of Supervisors, employees, elected or appointed
26 officials, agents, or representatives, as Additional Insureds.

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1 **21.4 Professional Liability Insurance (If applicable)**

2 SCT&E shall maintain Professional Liability Insurance providing coverage for SCT&E'S
3 performance of work included within this Agreement, with a limit of liability of not less than
4 **\$1,000,000** per occurrence and **\$2,000,000** annual aggregate. If SCT&E'S Professional
5 Liability Insurance is written on a claims made basis rather than an occurrence basis, such
6 insurance shall continue through the term of this Agreement, and SCT&E shall purchase at its
7 sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or
8 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior
9 to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that
10 SCT&E has maintained continuous coverage with the same or original insurer. Coverage
11 provided under items 1), 2) or 3) will continue for a period of five (5) years beyond the
12 termination of this Agreement.

13 **21.5 General Insurance Provisions - All lines**

14 a) Any insurance carrier providing insurance coverage hereunder shall be
15 admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8)
16 unless such requirements are waived, in writing, by the County Risk Manager on behalf of the
17 DISTRICT. If the County Risk Manager waives a requirement for a particular insurer such
18 waiver is only valid for that specific insurer and only for one policy term.

19 b) SCT&E'S insurance carrier(s) must declare its insurance deductibles or
20 self-insured retentions. If such deductibles or self-insured retentions exceed \$500,000 per
21 occurrence such deductibles and/or retentions shall have the prior written consent of the
22 County Risk Manager before the commencement of operations under this Agreement. Upon
23 notification of deductibles or self-insured retention's unacceptable to the County, and at the
24 election of the County Risk Manager, SCT&E'S carriers shall either: 1) reduce or eliminate
25 such deductibles or self-insured retentions as respects this Agreement with the DISTRICT, or
26 2) procure a bond which guarantees payment of losses and related investigations, claims
27 administration, and defense costs and expenses.

1 c) SCT&E shall cause SCT&E'S insurance carrier(s) to furnish the
2 DISTRICT with either: 1) a properly executed original Certificate(s) of Insurance and certified
3 original copies of Endorsements effecting coverage as required herein, or 2) if requested to do
4 so orally or in writing by the DISTRICT or County Risk Manager, provide original Certified
5 copies of policies including all Endorsements and all attachments thereto, showing such
6 insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall
7 contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be
8 given to the DISTRICT prior to any material modification, cancellation, expiration or reduction in
9 coverage of such insurance. In the event of a material modification, cancellation, expiration, or
10 reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside
11 receives, prior to such effective date, another properly executed original Certificate of
12 Insurance and original copies of endorsements or certified original policies, including all
13 endorsements and attachments thereto evidencing coverage's set forth herein and the
14 insurance required herein is in full force and effect. SCT&E shall not commence operations
15 until the DISTRICT has been furnished original Certificate(s) of Insurance and certified original
16 copies of endorsements or policies of insurance, including all endorsements, and any and all
17 other attachments as required in this Section. An individual authorized by the insurance carrier
18 to do so on its behalf shall sign the original endorsements for each policy and the Certificate of
19 Insurance.

20 d) It is understood and agreed to by the parties hereto and the insurance
21 company(s), that the Certificate(s) of Insurance and policies shall so covenant and shall be
22 construed as primary insurance, and the DISTRICT'S insurance and/or deductibles and/or self-
23 insured retention's or self-insured programs shall not be construed as contributory.

24 e) The DISTRICT'S Reserved Rights--Insurance. If, during the term of this
25 Agreement or any extension thereof, there is a material change in the scope of services; or,
26 there is a material change in the equipment to be used in the performance of the scope of work
27 (such as the use of aircraft or watercraft), the DISTRICT reserves the right to adjust the types
28 of insurance required under this Agreement, and the monetary limits of liability for the

1 insurance coverage's currently required herein, if, in the DISTRICT or County Risk Manager's
2 reasonable judgment, the amount or type of insurance carried by SCT&E has become
3 inadequate.

4 f) SCT&E shall pass down the insurance obligations contained herein to all
5 tiers of subcontractors working under this Agreement.

6 g) The insurance requirements contained in this Agreement may be met
7 with a program(s) of self-insurance acceptable to the DISTRICT.

8 **22. General**

9 **22.1** SCT&E shall not delegate or assign any interest in this Agreement, whether by
10 operation of law or otherwise, without the prior written consent of DISTRICT and MWD.

11 **22.2** Any waiver by DISTRICT of any breach of any one or more of the terms of this
12 Agreement shall not be construed to be a waiver of any subsequent or other breach of the
13 same or of any other term of this Agreement. Failure on the part of DISTRICT to require exact,
14 full and complete compliance with any terms of this Agreement shall not be construed as in any
15 manner changing the terms or preventing DISTRICT from enforcement of the terms of this
16 Agreement.

17 **22.3** In the event SCT&E receives payment under this Agreement which is later
18 disallowed by DISTRICT for nonconformance with the terms of the Agreement, SCT&E shall
19 promptly refund the disallowed amount to the DISTRICT on request; or at its option the
20 DISTRICT may offset the amount disallowed from any payment due to SCT&E.

21 **22.4** SCT&E shall not provide partial delivery or shipment of services or products
22 unless specifically stated in the Agreement.

23 **22.5** The DISTRICT agrees to cooperate with SCT&E in SCT&E'S performance
24 under this Agreement, including, if stated in the Agreement, providing SCT&E with reasonable
25 facilities and timely access to DISTRICT data, information, and personnel.

26 **22.6** SCT&E shall comply with all applicable Federal, State, and local laws and
27 regulations. SCT&E will comply with all applicable DISTRICT policies and procedures. In the
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1 event that there is a conflict between the various laws or regulations that may apply, SCT&E
2 shall comply with the more restrictive law or regulation.

3 **22.7** SCT&E shall comply with all requirements of the Occupational Safety and
4 Health Administration (OSHA) standards and codes as set forth by the U.S. Department of
5 Labor and the State of California (Cal/OSHA).

6 **22.8** This Agreement shall be governed by the laws of the State of California. Any
7 legal action related to the performance or interpretation of this Agreement shall be filed only in
8 the Superior Court of the State of California located in Riverside, California, and the parties
9 waive any provision of law providing for a change of venue to another location. In the event
10 any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void,
11 or unenforceable, the remaining provisions will nevertheless continue in full force without being
12 impaired or invalidated in any way.

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1 **23. Alteration or Changes to the Agreement**

2 The Board of Directors for the DISTRICT is the only authorized DISTRICT
3 representative who may at any time, by written order, make alterations to this Agreement. If
4 any such alteration causes an increase or decrease in the cost of, or the time required for the
5 performance under this Agreement, an equitable adjustment shall be made in the Agreement
6 price or delivery schedule, or both, and the Agreement shall be modified by written amendment
7 accordingly. This Agreement, including any attachments or exhibits, constitutes the entire
8 Agreement of the parties with respect to its subject matter and supersedes all prior and
9 contemporaneous representations, proposals, discussions and communications, whether oral
10 or in writing. This Agreement may be changed or modified only by a written amendment
11 signed by authorized representatives of both parties.

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

14 **DISTRICT:**

SCT&E:

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16 Signature: 

Signature: 

17 Print Name: Kevin Jeffries

Print Name: Kevin Reno

18 Title: Chairman, Board of Directors

Title: Vice President

19 Dated: NOV 10 2015

Dated: 10/9/15

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21 **APPROVED AS TO FORM:**

22 Gregory P. Priamos
County Counsel

23 By: 

24 **SYNTHIA M. GUNZEL**
25 Deputy County Counsel

26 **ATTEST:**

27 **KECIA HARPER-IHEM, Clerk**

28 By: 

DEPUTY

EXHIBIT A
SCOPE OF SERVICE

1. SCT&E will build out up to twelve (12) desired "Hot Spot" locations within the park (Attachment 1 – Wi-Fi Hot Spot Locations), creating a "Mesh Network". Any changes or additions to the hot spot locations identified on Attachment 1 must be approved in advance by the DISTRICT and SCT&E. Upon completion of this Mesh Network of Hot Spots, SCT&E anticipates that it will be able to provide the required level of service to 100% of the requested park areas. SCT&E will make it a priority to first provide reliable internet service at the park kiosk, Whittier House, and School House. SCT&E will provide Internet access for Convergence (point of sale system), DISTRICT staff, and Lake Skinner Park guests.
2. The data for these three groups must be segmented. It is estimated that 5-6Mbps of bandwidth will be needed for each group segment to support usage by staff, Convergence system and Wi-Fi needs. The Convergence point of sale system must adhere to Payment Card Industry Data Security Standards (PCI DSS) and be separate from DISTRICT staff data and guest data for two reasons: 1) the Convergence system passes credit card information to the internet and the data should be separate from other groups; and 2) the Convergence point of sale system must not be interrupted or saturated due to Parks guests streaming video or heavy internet use by DISTRICT staff. Convergence data is priority 1. DISTRICT staff and volunteer Camp Host data is priority 2. Lake Skinner Park guest data is priority 3. Current technology does NOT allow logged in end users to "roam" between hot spots; they will lose the connection and must log back on at the new location. DISTRICT is interested in such technology to allow users to remain logged in while "roaming" between hot spots if it becomes available during the term of the Agreement.
3. SCT&E will pay all costs associated with the mesh network build at Lake Skinner Park.
4. SCT&E agrees to maintain said equipment in proper operating condition, and to replace or upgrade equipment as needed to meet reasonable expectation of users.
5. SCT&E has a web-based interface that will allow Lake Skinner Park customers to sign up for and pay SCT&E directly for Internet Service provided via the network hot spots.
6. Attachment 2 – Pricing is the initial price list provided by SCT&E showing what Lake Skinner Park customers will be charged, any changes to this Attachment must be approved in writing, in advance by the DISTRICT. SCT&E will ensure that all customers receive a message letting them know that they are entering an external website that is not affiliated with the DISTRICT. All transactions shall process through the web-based system.

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7. SCT&E agrees to honor the past practice of not charging Temecula Valley Balloon & Wine Festival (TVBWF) for Wi-Fi Services during their event at Lake Skinner Park.
8. DISTRICT is in no way liable for Services provided to customers. All Services provided to Lake Skinner Park customers by SCT&E are a matter strictly between SCT&E and the Internet customer. SCT&E will notify customers as they sign up for Services that they are a separate entity from the DISTRICT and provide customers information on how to handle service problems or disputes with regard to SCT&E Services.
9. SCT&E will be permitted to post signage with their customer service contact information for the purpose of handling any customer service concerns or disputes from park patrons; all wording and location of signage must be approved in writing, in advance, by the DISTRICT.

Attachment 1: Map of Wi-Fi Hotspot Locations



ID #	Title	ID	Title	ID	Title
1	DEVELOPED GROUP	5	SPLASH PAD	9	CAMP C
2	RAMP 1	6	DAY 1	10	WHITTIER HOUSE & OLD SCHOOL HOUSE
3	DAY 2	7	CAMP A	11	KIOSK & OFFICE
4	RAMP 2	8	CAMP B	12	1. DRY STORAGE/ OLD MSR OFFICE

REVISION HISTORY		
REV	DATE	DESCRIPTION
A	8/17/2015	LAKE SKINNER PROPOSED HOTSPOTS SOUTHERN CALIFORNIA TELEPHONE AND ENERGY

Attachment 2 - Pricing

Southern California Telephone and Energy

Standard Service: Pricing per user – limit one device per sign up.

\$24.95 per day (24 hours from time of sign up) – includes up to 1.5 Mbps

Additional Networking Services & Event Pricing

- | | |
|--|------------------|
| 1 hotspot and networking- \$49.99 per day | - Up to 1.5 Mbps |
| 1 hotspot and *switch \$ 49.99 per day | - Up to 1.5 Mbps |
| 1 Hotspot and 1 **wireless router with up to 10 IP's \$74.99 per day | - Up to 1.5 Mbps |
| 1 Hotspot and one *switch and one **wireless router \$99.99 per day | - Up to 1.5 Mbps |

* Switch is 4 port- unmanaged

** Wireless router will limit 10 users at one time and will be configured by SCTE

Wi-Fi Buy Out option

An event company can purchase the use of the Wi-Fi for the entire event, vendors and guests for a flat rate. Variables that would be taken into consideration include, but are not limited to:

- Number of expected attendees
- If the event have the entire park to only their event
- If additional hotspots need to be added
- If an SCT&E IT Technician(s) is needed on-site throughout the event

Base prices are as follows and do not include caveats as listed above:

1-50 users \$300

51-100 users \$600

101-300 users \$800

For more information, interested parties will need to contact SCT&E to discuss specifics.



RIVERSIDE COUNTY INFORMATION TECHNOLOGY PROCUREMENT FORM
To be completed for all departmental purchases of IT systems, services or renewals

PR2015-03201
Tracking Number for
Internal Use Only

REQUESTED PURCHASE: WIRELESS INTERNET SOLUTION	
DEPARTMENT/AGENCY: PARKS - LAKE SKINNER	
CONTACT NAME/PHONE: ANN DIXSON, PARK SUPERINTENDENT, (951) 255-0065	
PURCHASE REQUEST: <input type="checkbox"/> NEW EQUIPMENT/SERVICES <input checked="" type="checkbox"/> UPGRADE <input type="checkbox"/> REPLACEMENT	
PURCHASE TYPE: <input checked="" type="checkbox"/> PROFESSIONAL SERVICES <input type="checkbox"/> SOFTWARE <input checked="" type="checkbox"/> HARDWARE <input type="checkbox"/> RENEWAL	
DESCRIBE REQUESTED PURCHASE	The Lake Skinner location requires a reliable and fast internet access for Parks staff and Lake Skinner guests. Lake Skinner is located in a unique location and typical Internet providers such as Nextel, Verizon Wireless and Time Warner Cable cannot provide a cost effective Internet solution. RCIT has done extensive research to determine that Southern California Telephone & Energy (SCT&E) is the only cost effective and reliable Internet provider to meet Lake Skinner business operational needs. The Park District will enter into a revenue-share contract agreement with SCT&E to provide this Internet service to guests for a fee and to staff and volunteers at no cost. Revenues past a certain amount would be shared with the District as outlined in the agreement.
BUSINESS NEEDS ADDRESSED	The current Internet solutions by Verizon and Nextel are unreliable, with speeds that are inadequate and inconsistent. The Park District is also in the process of installing a new point of sale system (Convergence) at Lake Skinner which depends upon reliable Internet service. SCT&E has a unique solution that will provide Wireless Internet coverage where needed for Park District staff and volunteers as well as Lake Skinner guests. SoCal Telephone can provide the required Internet speed and reliability for Convergence implementation.
ARE THERE ANY OTHER COUNTY SYSTEMS THAT PROVIDE THE SAME FUNCTIONALITY? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES <input type="checkbox"/> UNKNOWN	
BUSINESS CRITICALITY <input checked="" type="checkbox"/> Run the business <input checked="" type="checkbox"/> Grow the business <input checked="" type="checkbox"/> Transform the business	BUSINESS IMPACT (SELECT ALL THAT APPLY) <input checked="" type="checkbox"/> Support current operations <input checked="" type="checkbox"/> Reduce Expenses <input checked="" type="checkbox"/> Improve Customer Service <input checked="" type="checkbox"/> Improve Operational Efficiencies
BUSINESS RISKS	Financial: None. Operational: Extreme weather conditions could interfere with the reliability of the Internet Solution provided by SoCal Telephone. Customer: None.
ALTERNATIVE SOLUTIONS	1. Maintain current solution, which does not provide reliable or consistent Internet. 2. None 3. None
TRANSACTION <input type="checkbox"/> Cash Purchase <input type="checkbox"/> Lease Purchase Lease Years:	
PURCHASE COSTS N/A COST BENEFIT ANALYSIS RCIT PERFORMED ANALYSIS & SUPPORT THIS RECOMMENDATION.	

County of Riverside



RIVERSIDE COUNTY INFORMATION TECHNOLOGY PROCUREMENT FORM
To be completed for all departmental purchases of IT systems, services or renewals

Tracking Number for
Internal Use Only

Hardware: \$0		ALTERNATIVE STATUS QUO	ALTERNATIVE	ALTERNATIVE
Software: \$0	Current Annual Cost	\$2,621.64	None	None
Labor: \$0	Ongoing Annual Cost	\$2,621.64	None	None
	Annual Cost Savings	\$2,621.64	None	None
	Net Annual Savings	\$13,108.20	None	None
TOTAL COST: \$0	Project Implementation Cost	\$0	\$0	\$0
	Project Payback Period? yrs	N/A	N/A	N/A

Department Head Signature: 

Date: 10/3/15

RCIT RECOMMENDATION – for purchases and renewals under \$100,000

Recommended: ☐ Yes ☐ No (Non-recommended requests submit to TSOC)

By:

RCIT - APPROVED

Date: 10/8/15

Chief Information Officer Signature:

Date:

RCIT explanation for non-recommended requests:

TSOC RECOMMENDATION: for purchases and renewals over \$100,000 and RCIT non-recommended purchases or renewals

Recommended: ☐ Yes ☐ No (In no, provide explanation below)

TSOC Chair Signature:

Date:

TSOC explanation for denied requests: