

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



**ITEM: 3.52  
(ID # 23709)**

**MEETING DATE:**  
Tuesday, January 09, 2024

**FROM :** SHERIFF-CORONER-PA:

**SUBJECT:** SHERIFF-CORONER-PA: Approve 'Phase 1A', of the Pre-Development Agreement (PDA) with Griffin/Swinerton, LLC ("Vendor") for the Ben Clark Training Center's ("BCTC") Modernization Project ("Project"). Phase 1A of the PDA is expected to last one (1) calendar year from the issuance of the Notice of Proceed ("NTP") by the Riverside Sheriff's, Project Management Office ("PMO") to the awarded Vendor and will focus only on 'Needs Assessment' services with various stakeholders. All Districts: Total Cost - \$2,013,590; Including up to \$201,359 in Additional Compensation] 100% General Fund

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

1. Approve Phase 1A (Needs Assessment) of the Pre-Development Agreement between the County and Griffin/Swinerton, LLC for the BCTC Project's total aggregate amount of \$2,013,590 for up to one calendar year from the issuance of the NTP;
2. Authorize the Chair of the Board to approve and execute the Agreement on behalf of the County; and
3. Authorize the Sheriff's Director of Project Management Office (PMO) or Designee, based upon the availability of funding and with form as approved by County Counsel to sign amendments that do not change the substantive terms of the Agreement and does not exceed the sum total of 10% annually.

**ACTION:**Policy

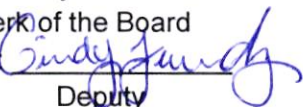
  
Donald Sharp, Undersheriff 12/29/2023

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**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Gutierrez, seconded by Supervisor Jeffries 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: January 9, 2024  
xc: Sheriff

Kimberly A. Rector  
Clerk of the Board  
By   
Deputy

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<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 1,107,474	\$ 1,107,475	\$ 2,214,949	\$ 0
<b>NET COUNTY COST</b>	\$ 1,107,474	\$ 1,107,475	\$ 2,214,949	\$ 0
<b>SOURCE OF FUNDS: 100% Sheriff's General Fund</b>			<b>Budget Adjustment: No</b>	
			<b>For Fiscal Year: 23/24-24/25</b>	

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

**BR: 24-058**

**Prev. Agn. Ref.: N/A**

**BACKGROUND:**

**Summary**

The objective of the BCTC Project is for Riverside County to construct a new state-of-the-art training and educational campus for public safety, government, and educational partners to train and equip public safety personnel with effective law enforcement and emergency management response tools and techniques. This Project relates to the Quitclaim Deed between the county and the U.S. Air Force which requires the use of approximately 375 acres of land to be maintained for law enforcement and emergency management response purposes. The Project is constrained by land use restrictions for surrounding real estate as per the conditions of the Quitclaim Deed with the U.S. Air Force. The environmental impact study is necessary to satisfy all the requirements set forth in the California Environmental Quality Act (CEQA), the National Environmental Policy Act (NEPA) and obtain full environmental clearance/approval for the Project at BCTC.

The Project will address the immediate and future training and regional operations requirements of law enforcement and emergency management response personnel from the Riverside Sheriff's Office (RSO), Riverside County Fire, California Highway Patrol (CHP), Emergency Management Department (EMD), Riverside Community College District (RCCD), Code Enforcement, Transportation and Land Management Agency (TLMA), and other potential Riverside County Department partners (Local, State and/or Federal agencies, etc.).

The PDA for the Project will have three (3) overall Stages: (1) Planning, (2) Design, and (3) Construction. The Planning Stage has three (3) phases (*or sub-phases*): Phase 1A - Needs Assessment, Phase 1B - Project Discovery, and Phase 1C - Conceptual Drawings, Budget, and Community Engagement. Phase 1A, which focuses on the 'Needs Assessment' services, will involve a collaborative facility planning effort with each of the department stakeholders and, in conjunction with the Executive Office. The county seeks to create a financial revenue stream to sustain BCTC's operations and maintenance requirements with a lifecycle capital improvement plan/program by bringing appropriate partners together to maximize the beneficial use of this campus for law enforcement and emergency management response.

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The county will seek to maximize participation and competition from the private sector on their input to drive innovation in the planning, design, and construction phases of this Project to minimize the impact it has on adjacent properties.

**Impact on Residents and Businesses**

In efforts to serve the growing needs of Riverside County, the development of the Ben Clark Training Center will help the county meet its obligations to protect public safety by creating a regional hub for training and operations of law enforcement and emergency management response. It will assist our County public safety agencies, along with external partners, to better collaborate and increase efficiencies in training and operations.

**Additional Fiscal Information**

This is a large-scale multi-phased P3 project that will require creative and flexible financing options, such as external grants, bonds, and other financial resources. The BCTC Project will necessarily provide operational savings in the form of consolidation of facilities and providing countywide services from a central location. Throughout, the County Executive Office finance team will serve as an active participant in the process with respect to the structure, rating, pricing, and continuing disclosure obligations of chosen financing.

For Phase 1A of the PDA, the Department will establish a contract with vendor Griffin/Swinerton, LLC in the amount of \$2,013,590 for professional services needed to establish the BCTC Modernization Project's Scope of Work (SOW) for the proposed regional training facility.

In Phase 1A of the PDA, under the oversight of the Sheriff's PMO, the vendor will provide the Department with a comprehensive 'Needs Assessment' that incorporates all confirmed needs of each of the BCTC stakeholder-groups listed above and with a conceptual level programmatic budget estimate.

The vendor has highly qualified staffing and extensive experience in supporting several local municipalities and public agencies on projects similar to this one, and their knowledge is critical in ensuring all necessary and programmatic steps needed to initiate and plan a successful project are met.

The department is requesting to spend a total of \$2,214,949. This amount includes the service cost, 10% contingency, and Griffin/Swinerton's professional support cost. The total cost for the environmental impact study and professional support will be funded through the RSO's approved budget.

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Cost Breakdown

Vendor	Full Amount	10% Contingency	Total Request
Griffin/ Swinerton, LLC	\$ 2,013,590	\$ 201,359	\$ 2,214,949
Total Request			\$ 2,214,949

**Contract History and Price Reasonableness**

To maximize participation and competition from the private sector on their input to drive innovation in the planning, design, and construction phases of this Project, the Sheriff's PMO worked to issue a Request for Qualifications (RFQ) for a prospective project developer. Four Statements of Qualifications (SOQs) were received for the BCTC Modernization project. Griffin/Swinerton was deemed the most qualified proposer demonstrating high success with a Multi-phased Design Build Finance (DBF) approach and Public Private Partnership (P3) deal structure.

On March 23, 2023, the Sheriff's PMO issued a Request for Qualifications (RFQ) for a multi-phased delivery Public-Private Partnership (P3) development of the Ben Clark Training Center Modernization Project. Fifty-four (54) individual firms downloaded the RFQ, and four (4) vendors submitted their SOQs. The Sheriff's PMO assembled a 15-member panel to interview and score the four (4) Developer teams' SOQs. This panel was comprised of Subject-Matter-Experts (SME) from the Riverside Sheriff's Office, the County of Riverside's Executive Office, Riverside County's Transportation and Land Management Agency (TLMA), County Fire, the County of Orange's and the County of San Bernardino's respective Department of Public Works and leaders of the respective Departments of Public Works from the California Cities of Menifee, Moreno Valley, Riverside, Yorba Linda and Huntington Beach.

SOQs were assessed based on the criteria set forth in the appended RFQ: overall response to the RFQ requirements, bidders experience and abilities, references, and financial capacity. In addition to the vendors submitting SOQs, there were individual interviews of each of the four (4) developer teams, conducted by the same 15-member panel of SME panels to assess each vendor's qualifications and capacity to take on this large and complex project. As a result of the reviewed/scored SOQs and Interviews, Griffin/Swinerton, LLC was selected as the best vendor with DBF and P3 delivery experience and expertise in multidisciplinary public safety training facilities and master planned civic campuses. Therefore, it is recommended that the County of Riverside enter into a Pre-Development Agreement (PDA) with this vendor (Griffin/Swinerton, LLC) as the preliminary step towards a full Development Agreement via Public Private Partnership (P3) delivery method.

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**ATTACHMENTS:**

- 3 - Pre-Development Agreement
- Exhibit A – Scope of Work and Deliverables for BCTC Predevelopment Phase 1A
- Exhibit B – Schedule for BCTC Predevelopment Phase 1A
- Exhibit C – Budget and Fees for BCTC Predevelopment Phase 1A

  
Rebecca S Cortez, Principal Management Analyst 1/3/2024

## PRE-DEVELOPMENT AGREEMENT

This PRE-DEVELOPMENT AGREEMENT ("Contract") is effective as of January 9, 2024 and is made by and among the County of Riverside, a political subdivision of the State of California ("County") and Griffin/Swinerton LLC, a Delaware limited liability company ("Developer").

### RECITALS

- A. County seeks to contract with a private partner to conduct project development, site due diligence, needs assessment, limited environmental assessment and coordination, public communication and outreach, scoping, budgeting, scheduling, and programming and other related and requisite activities (the "Pre-Development Services") to facilitate the phased development of the Ben Clark Training Center Modernization Project (the "Project") for use by the Riverside County Sheriff's Office and other public agencies and first responders focused on public safety.
- B. County has performed certain preliminary studies to evaluate the suitability of the site for the Project.
- C. County has determined that early private sector involvement in the Project may yield significant value by advancing planning and programming, conceptual design and engineering, conceptual scheduling and budgeting, construction management, and private financing, while balancing Project performance with cost and risk.
- D. County's Board of Supervisors has determined that use of a pre-development agreement approach with a ground lease and facility lease-leaseback structure will achieve certain private sector efficiencies in the integration of the planning, design, and construction of the Project.
- E. County issued a Request for Qualifications (the "RFQ") to select a private entity to provide the Pre-Development Services and, potentially, develop the Project. On May 16, 2023, County received four Statements of Qualifications in response to the RFQ. Upon evaluation of the Statements of Qualifications, County determined that Developer is the best-qualified proposer.
- F. Developer and County desire to proceed as long-term collaborative partners in planning, designing, constructing and financing the multi-phase Project, working together and drawing on the respective strengths of each party, with the ultimate objective to develop the Project within the available budget while providing a modern law enforcement training facility capable of meeting the standards and criteria of performance determined during the Project planning process.
- G. County and Developer are each entering into this Contract with the intent that Developer will provide all of the services required to fully and completely develop

the phased Project in accordance with the RFQ and Developer's multi-phase proposal selected by County, subject to County's discretionary approval of the results of each phase of services, which are required before commencement of subsequent phases. County anticipates that the Pre-Development Services will be performed in four phases. If County approves the Phase One Deliverables, then the parties will mutually negotiate in good faith a more detailed amended and restated version of this Contract that will replace this Contract and will address subsequent phases of the requisite Pre-Development Services.

- H. Upon completion of the last phase of the Pre-Development Services, if Developer's deliverables (including but not limited to the total project cost guaranteed maximum price for completion of design, financing, and construction of each phase) are approved by the County and the Riverside County Board of Supervisors decides to proceed with the Project, County will negotiate in good faith an implementation agreement and associated lease documents that would address financing and final design and construction of the Project and replace the then-existing version of the Contract (collectively, the "Implementation Agreement"). This Contract, plus any amendment and restatement hereto to address subsequent phases of the Pre-Development Services, and the Implementation Agreement (if executed), collectively represent a single transaction.

Now, therefore, for good and valuable consideration, the receipt of which is hereby acknowledged, Developer and County agree as follows:

**1. Standard of Care.** Developer shall perform the Pre-Development Services in a manner consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Developer further represents and warrants to the County that it has all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Pre-Development Services. Developer must keep all such licenses and approvals in effect during the term of this Contract.

**1.1 Acceptance not a Release.** It is understood that the Developer has the skills, experience and knowledge necessary to perform the services agreed to be performed under this Contract, and that the County relies upon the Developer's representations about its skills, experience and knowledge to perform the Developer's services in a competent manner. Acceptance by the County of the services to be performed under this Contract does not operate as a release of Developer from responsibility for the work performed.

**2. Phase One Work and Deliverables.** Developer shall perform the first phase of the Pre-Development Services (the "Phase One Work") as defined in Exhibit A hereto and shall submit the Phase One Deliverables (as defined in Exhibit A) to County for review and approval. Upon receipt of the Phase One Deliverables, County will have 60 days to respond to Developer with County's comments or approval, as applicable. Developer shall complete the Phase One Work, including modification to the Phase One Deliverables to address County's review comments, no later than 45 days after receipt of County's

comments. The approved one-year schedule to perform the Phase One(1)-A Work is attached as Exhibit B. Developer will provide County with detailed monthly updates to the County-approved schedule. County will have 45 days after (i) County's approval of the Phase One Deliverables or (ii) Developer's response to County's Phase One Deliverables review comments to elect one of the following options:

- (a) Terminate this Contract; or
- (b) Proceed with the next phase of services for the Project pursuant to a mutually negotiated amendment and restatement of this Contract.

**3. Pre-Development Costs.** In connection with the performance by Developer of the Phase One Work, Developer will incur costs, expenses and other financial obligations ("Phase One Pre-Development Costs"). The Phase One Pre-Development Costs for the Phase One Work are included in the fixed lump sum budget in Exhibit C (the "Budget") and are anticipated to include, without limitation: (i) personnel costs; (ii) due diligence costs, (iii) consultant fees, (iv) Developer fixed overhead and Developer fixed fee, (v) insurance, (vi) contingency, and (vii) other Project costs and expenses. The Phase One Pre-Development Costs shall be paid in accordance with this Contract. If this Contract is terminated by the County, the Phase One Pre-Development Costs shall be paid by County to Developer as provided in Section 5 below.

**3.1 Claims for Extra Work.** If Developer feels that any work requested of it is beyond the scope of services as described in Exhibit A of this Contract, any claim by the Developer for adjustment under this paragraph shall be made within thirty (30) days of when the Developer is requested to perform the disputed scope of work.

**3.2 Reimbursement of Certain County Costs.** County may incur certain costs in connection with development of the Project prior to entering into the Implementation Agreement. If the County elects to be reimbursed for such costs, County shall give Developer appropriate notice of the nature and amount of such costs prior to entering into the Implementation Agreement. In that event, and to the extent permissible under applicable law, Developer shall increase the total amount of the Project budget in the Implementation Agreement so that such costs may be reimbursed to County upon Developer's receipt of the Project financing proceeds.

**3.3 Payments.** County will pay Developer based on Developer's progress (percent complete) of the Pre-Development Services described in Exhibit A; applying the percentage of completion agreed upon by the parties to the fixed lump sum amount set forth in the Budget (Exhibit C), except that Developer fixed overhead and Developer fixed fee will be deemed earned and paid in equal monthly installments (the number of installments equal to the number of months for the Pre-Development Services duration under the Schedule – Exhibit B); provided, however, that if Developer completes the Pre-Development Services in less time, then the unpaid balance of the Developer fixed fee and Developer fixed overhead is due with the final payment to Developer under this Contract (i.e., the equal monthly installments are for billing purposes, but the intent is that County will pay the full amount of Developer's fixed fee and Developer fixed overhead upon Developer's



completion of the Pre-Development Services). If the Pre-Development Services described in Exhibit A takes more time due to causes within Developer's control, then Developer is not entitled to additional compensation. Developer is entitled to additional fixed fee and fixed overhead for delays caused by County-Caused Delays or increases in scope requested by County that extend the total scheduled time of Pre-Development Services set forth in the Schedule (Exhibit B). Developer will submit monthly applications for payment with documentation acceptable to County showing Developer's progress in completing the Pre-Development Services. Within 20 days of receiving Developer's application for payment, County will notify Developer in writing of any objections to Developer's application for payment. Within 30 days of receiving Developer's application for payment, County will pay all undisputed amounts. County shall not withhold retention for the Phase One Pre-Development Services.

**3.4 Records.** Within three (3) days of County's written request, or sooner if ordered by a court of competent jurisdiction, Developer shall allow County or authorized State or Federal agencies or any duly authorized representative to have the right to access, examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, or other records relating to this Contract. Except to the extent required by applicable law (e.g., prevailing wage requirements, if and to the extent applicable), Developer is not required to keep detailed records for the fixed amounts for Developer fixed overhead and Developer fixed fee under this Contract, and such fixed amounts will be deemed earned as billed and paid. At its option, County may from time to time, at its expense, cause the books, accounts, and financial information of Developer regarding the Project (excluding Developer fixed overhead and Developer fixed fee) to be audited by an independent auditor selected by County. Developer agrees to cooperate with such auditor and to make any of its books, accounts and financial information of Developer regarding the Project available to such auditor. Developer shall keep such material, including all pertinent cost accounting, financial records and proprietary data for a period of five (5) years after termination or completion of the Contract.

**4. Labor Compliance.** Certain Classifications of Labor under this Contract are subject to prevailing wage requirements. If, as part of the Phase One Work, Developer performs survey and/or soils testing work or any other work that falls within a classification subject to prevailing wage requirements under applicable law, Developer must pay prevailing wages for such work. A table of work classifications and associated prevailing wages is available from the California Department of Industrial Relations' Internet website at <http://www.dir.ca.gov>, and is also available at the main office of County.

**5. Termination and Suspension.** County may, upon ten (10) days' written notice to Developer, terminate this Contract, in whole or in part, with or without cause.

**5.1 Discontinuation of Services.** Upon Developer's receipt of a termination notice, Developer shall, unless otherwise directed by the notice, (i) discontinue all efforts in connection with the Pre-Development Services, (ii) subject to County's rights to assignment of subcontracts described in Section 5.4, cause all third-party contractors performing components of the Pre-Development Services to cease performing such services and (iii) deliver to the County all data, estimates, graphs, summaries, design, reports, and other

related materials as may have been prepared or accumulated by Developer in performance of the Pre-Development Services, whether completed or in progress.

**5.2 Termination For Convenience.** If the termination is to be for the convenience of the County, the County shall compensate Developer for all Pre-Development Costs actually incurred or accrued by, or invoiced to Developer for services satisfactorily provided through the date of termination. Developer shall provide documentation deemed adequate by County to show the services actually completed by Developer prior to the date of termination. County will pay Developer within thirty (30) days following submission of an invoice with required documentation.

**5.3 Termination For Cause.** Notwithstanding any of the provisions of this Contract, County may terminate Developer's rights under this Contract upon dishonesty, or a willful or material breach of this Contract by Developer, or in the event of Developer's unwillingness or inability for any reason whatsoever to perform any or all of the Pre-Development Services. If either party breaches any material covenant or condition of this Contract, then a party may send other party a notice of default setting forth the nature and extent of the alleged default and, if not otherwise self-evident, the actions necessary to cure the alleged default. The party in default must cure the default within fifteen (15) days after receipt of the notice of default (or if the default is not capable of being cured in such time, the party in default must commence necessary actions to timely remedy such default within fifteen (15) days and thereafter diligently prosecute such cure to completion). If a party fails to timely cure the breach, then the other party shall have the right to terminate this Contract upon three (3) days additional written notice prior to the effective day of termination. In the event of a termination of this Contract, within thirty (30) days following submission of an invoice therefor, the County shall compensate Developer for all Pre-Development Costs actually incurred or accrued by, or invoiced to Developer by reason of such termination for services satisfactorily provided through the date of termination for cause; provided that if County terminates for cause then the compensation will be reduced by any recoverable damages incurred by County as the result of Developer's breach of its obligations. County's damages for Developer's breach will be limited to the higher of (a) the cost difference between cost to complete or correct the Pre-Development Services and the remaining unpaid Pre-Development Costs in Exhibit C and (b) liquidated delay damages of \$500/day, with the liquidated damages capped at the amount of Developer's earned fixed fee.

**5.4 Termination For Delays.** If the Project and/or Pre-Development Services are delayed in the aggregate more than 120 calendar days from the Schedule (Exhibit B) because of suspensions or delays of the Project by County ("County-Caused Delays"), then Developer may terminate the Contract by providing fifteen (15) days' written notice to County of Developer's intention to terminate the Contract. In addition, if the Project and/or Pre-Development Services are delayed in the aggregate more than or more than 120 calendar days from the Schedule (Exhibit B) because of Force Majeure Delays (defined below), then County or Developer may terminate the Contract by providing fifteen (15) days' written notice to the other party of its intention to terminate the Contract. For clarity, the parties will track the County-Caused Delays and Force Majeure Delays separately, each with their own 120-day limit, and a party may only terminate if one of the limits has been exceeded. Additionally, instead of terminating the Contract, the parties may negotiate

a mutually acceptable change order to equitably increase the time and scope arising from the County-Caused Delays and/or Force Majeure Delays. Neither party shall be assessed with damages during any delay beyond the time needed for the performance of this Contract caused by any act of God, fires, floods, earthquakes, other natural disasters, epidemics and pandemics, supply-chain impacts, nuclear incidents, strikes, lockouts, war, civil disorder, governmental statutes or regulations enacted or imposed after the fact, or other cause beyond its reasonable control, during which said party is unable to perform. To the extent a party is prevented from performing its obligations by any of the force majeure events described in the previous sentence, such delays will be "Force Majeure Delays." If the termination is due to County-Caused Delays or Force Majeure Delays as described above, the County shall compensate Developer for all Pre-Development Costs actually incurred or accrued by, or invoiced to Developer for services satisfactorily provided through the date of termination. Developer shall provide documentation deemed adequate by County to show the services actually completed by Developer prior to the date of termination. County will pay Developer within thirty (30) days following submission of an invoice with required documentation.

**5.5 Assignment of Third-Party Contracts.** Following County's satisfaction of its payment obligations set forth in this Contract, Developer shall, upon written request from the County, assign to County any agreements entered into by Developer in connection with the Project prior to such termination, together with any rights Developer may have with respect to any work product or permits generated in connection with the Project. Any agreements which County elects not to assume shall be terminated by Developer, as applicable.

**5.6 Suspension.** County may suspend all or part of the Pre-Development Services work under the Contract by issuance of a suspension order to Developer. Developer shall comply immediately with any written order it receives from County suspending the performance of the Pre-Development Services and take all reasonable steps to minimize costs during the period of suspension. Developer shall resume performance of the suspended Pre-Development Services upon expiration of the notice of suspension, or upon direction of County. In the event of a suspension, unless the suspension is the result of Developer's failure to comply with Contract requirements, the term of this Contract and all unfinished tasks on the Schedule shall be extended by the same number of days of the suspension and the compensation payable to Developer will be equitably increased, subject to County's reasonable approval, to cover Developer's costs arising from the suspension.

**6. Indemnity.** The Developer agrees to and shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Departments and Special Districts, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, consultants, and representatives (hereinafter individually and collectively referred to as "Indemnitees") from all liability (including, but not limited to loss, suits, claims, demands, actions, or proceedings) to the extent caused by the negligence, recklessness, or willful misconduct, of Developer, its directors, officers, partners, employees, agents or representatives or any person or organization for whom Developer is responsible, arising out of or from the performance of the Pre-Development Services. The duty to indemnify

does not include that proportion of the loss, suits, claims, demands, actions, or proceedings caused by the active or sole negligence or willful misconduct of the Indemnitees.

**6.1 Labor Indemnity.** Developer further agrees to and shall indemnify and hold harmless the Indemnitees from all liability arising from suits, claims, demands, actions, or proceedings made by agents, employees or subcontractors of Developer for salary, wages, compensation, health benefits, insurance, retirement or any other benefit not explicitly set forth in this Contract and arising out of the work performed under this Contract.

**6.2 Duty to Defend.** Developer shall defend and pay all costs and fees, including but not limited to attorney fees, cost of investigation, and defense, in any loss, suits, claims, demands, actions, or proceedings that arise out of, pertain to, or relate to the alleged or actual negligence, recklessness or willful misconduct of Developer, its directors, officers, partners, employees, agents or representatives or any person or organization for whom Developer is responsible, arising out of or from the performance of the Pre-Development Services. The duty to defend shall apply whether or not Developer is a party to the lawsuit and shall apply whether or not Developer is directly liable to the plaintiffs in the lawsuit. The duty to defend applies even if Indemnitees are alleged or found to be actively negligent, unless the act or omission at issue was caused by the sole active negligence of Indemnitees.

**6.3 Indemnity Obligations Unaffected by Insurance.** The specified insurance provisions and limits required in this Contract shall in no way limit or circumscribe Developer's obligations to indemnify and hold harmless Indemnitees from third party claims.

**6.4 Indemnity Survives Termination.** All obligations under this Section 6 shall remain in effect following the termination of this Contract.

**6.5 Saving Clause.** In the event there is conflict between the indemnity and defense provisions of this Contract and California Civil Code Section 2782 and 2782.8, the indemnity and defense provisions shall be interpreted to comply with Civil Code sections 2782 and 2782.8.

**7. Insurance.** Without limiting or diminishing the Developer's obligation to indemnify or hold the County and the Indemnitees harmless, Developer shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage during the term of this Contract. As respects 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, or representatives as Additional Insureds.

**7.1 Workers Compensation.** If the Developer has employees as defined by the State of California, the Developer shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. The 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.

**7.2 Commercial General Liability.** Commercial general liability (CGL) 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 Developer's performance of its obligations hereunder. The CGL policy shall name the County as Additional Insured. The limit of liability shall be no less than \$1,000,000 per occurrence combined single limit. If Developer's CGL policy contains a general aggregate limit, it shall apply separately to this Contract or be no less than two (2) times the occurrence limit.

**7.3 Vehicle Liability.** If vehicles or mobile equipment are used in the performance of the obligations under this Contract, then Developer shall maintain automobile liability insurance for all owned, non-owned or hired vehicles in an amount not less than \$1,000,000 per occurrence combined single limit. If Developer's automobile liability insurance contains a general aggregate limit, it shall apply separately to this Contract or be no less than two (2) times the occurrence limit. Developer's automobile liability insurance policy shall name the County as Additional Insureds.

**7.4 Professional Liability.** Developer shall maintain professional liability Insurance providing coverage for the Developer's performance of the Pre-Development Services, with a limit of liability of not less than \$1,000,000 per claim and \$2,000,000 annual aggregate. If Developer's professional liability Insurance is written on a claims made basis, such insurance shall continue through the term of this Contract and shall include an extended reporting period endorsement for no less than two [2] years from the last date Pre-Development Services are provided by Developer to the County.

**7.5 General Insurance Requirements.** Any insurance carrier providing insurance coverage hereunder shall be (a) admitted to the State of California or, for professional liability or excess/umbrella carriers, be a surplus line carrier that is eligible to issue insurance policies pursuant to California Insurance Code Sections 1765.1 and 1765.2 (i.e., listed on the California Department of Insurance List of Approved Surplus Line Insurers [<http://www.insurance.ca.gov/01-consumers/120-company/07-lasli/lasli.cfm>], or is an "eligible carrier" [carriers who have met the standards set forth in California Insurance Code Section 1765.1 and the NRR]) and (b) have an AM BEST rating of not less than A-: VII (A-:7) 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.

**7.5.1 Self-Insured Retention.** The Developer 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 services under this Contract. Upon notification that a proposed self-insured retention is unacceptable to the County, and at the election of the Country's Risk Manager, Developer shall either; 1) cause its insurance carriers to reduce or eliminate such self-insured retention as respects this Contract with the

County, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

**7.5.2 Evidence of Insurance.** Developer shall cause Developer's insurance carrier(s) to furnish the County with either 1) properly executed original certificate(s) of insurance and original copies of endorsements effecting coverage as required herein, and 2) if requested to do so by the County Risk Manager, provide original certified copies of policies, including all endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said certificate(s) shall contain the covenant of the insurance agent/producer that thirty (30) days written notice shall be given to the County prior to cancellation of such insurance (ten (10) days notice of cancellation if due to nonpayment). In the event of a material modification, cancellation, expiration, or reduction in coverage resulting in coverage that fails to meet the requirements of this Contract, this Contract shall terminate forthwith, unless the County receives, prior to such effective date, another properly executed original certificate of insurance and original copies of endorsements or certified copies of the policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. Developer shall not commence performance of the Pre-Development Services until the County has (i) been furnished original certificate(s) of insurance and original copies of endorsements and, if requested, (ii) reviewed and approved originals of the policies of insurance including all endorsements and any and all other attachments as required in this Section.

**7.5.3 Primary and Non-Contributory.** It is understood and agreed to by the parties hereto that the Developer's insurance shall be construed as primary insurance, and the County's insurance/or deductible and/or self-insured retentions or self-insured program shall not be construed as contributory.

**7.5.4 Changes in Coverage.** If, during the term of this Contract 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 Pre-Development Services, or if the term of this Contract, including any extension thereof, exceeds five (5) years, the County reserves the right to adjust the types of insurance and the monetary limits of liability required under this Contract, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the Developer has become inadequate; provided, however, that County will pay Developer for any increased costs incurred by Developer for such revised insurance requirements.

**7.5.5 Subcontractor's Insurance.** Developer shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Contract.

**7.5.6 Self-Insurance.** The insurance requirements contained in this Contract may be met with a program(s) of self-insurance acceptable to the County.

**7.5.7 Notice of Claims.** Developer 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 Contract.

**8. Intellectual Property License.** Developer hereby grants to County an irrevocable, perpetual, non-exclusive, transferable (solely to a County assignee or successor in interest, or other Government Entity), fully paid-up right and license to use, execute, perform, sublicense, manufacture, distribute, reproduce, adapt, display, and prepare derivative works of all intellectual property created, authored, invented or reduced to practice under and for the purposes of the Pre-Development Services, or the Project, whether or not such Intellectual Property is incorporated into the Project Intellectual Property (the "Developer Intellectual Property") in connection with the Project including any Updates.

**8.1.1 Project Specific Intellectual Property.** All work product (electronically or manually generated) including but not limited to: cost estimates, studies, design analyses, original mylar drawings, Computer Aided Drafting and Design (CADD) file, and other related documents which are prepared by or for Developer specifically in the performance of this Contract (collectively referred to as "Project Documents") are the joint property of Developer (and Developer's Consultants). Intellectual property owned, created, made, conceived, reduced to practice, or developed prior to, or independent of, any services performed under this Agreement by Developer or Developer's Consultants outside the scope of this Agreement ("Prior Work Product") will not be affected or changed by this Agreement, and Developer and Developer's consultants will continue to maintain their interest, title and ownership rights in the Prior Work Product. Upon final payment by County, County will have a perpetual, irrevocable, fully-paid, royalty-free, assignable license to the Prior Work Product used on this Project as reasonably required to make use of the Project Documents for the sole purpose of completing the design, construction, remodeling, expansion and/or repair or remodeling of the Project. Developer (and its consultants) may retain a copy of all such Project Documents. It is the intent of the parties that, upon final payment for the Project Documents, County will have the exclusive rights to use such Project Documents as a whole, but Developer and its Consultants will continue to have ownership and the rights to use, reproduce, create derivatives from, or otherwise deploy individual components of the Project Documents and will continue to own their Prior Work Product. Developer and its Consultants shall be owners of the copyrights in such drawings and County shall have the exclusive right to reproduce those drawings as a whole, but Developer and its Consultants shall remain free to use the particular detailed drawings contained in them and other individual components of the Project Documents on other projects. Nonetheless, if County re-uses, alters, modifies or adapts the Project Documents or Prior Work Product without the written consent of Developer for the specific purpose intended, which consent Developer will not unreasonably withhold, such action will be at County's sole risk and without liability or legal exposure to Developer or its Consultants, and County agrees to indemnify, defend, and hold Developer and its Consultants harmless to the extent permitted by law, from all claims, damages, losses, and expenses arising out of and/or resulting from, or alleged to arise out of or result from, County's reuse, alteration, modification or adaptation of the Project Documents or Prior Work Product.

**9. Independent Contractor.** County retains Developer on an independent contractor basis. Developer is not an employee, agent or representative of the County. Developer shall not be entitled to any benefits payable to employees of County including County Workers' Compensation benefits. County is not required to make any deductions from the

compensation payable to Developer under this Contract, and as an independent contractor, Developer hereby holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Contract. Personnel performing any services under this Contract on behalf of Developer shall at all times be under Developer's exclusive direction and control. Developer shall pay all wages, salaries and other amounts due such personnel in connection with their performance of service and as required by law. Developer shall be responsible for all reports and obligations respecting such personnel, including but not limited to, social security taxes, income tax withholdings, unemployment insurance, and workers' compensation insurance.

**10. Confidentiality.** Developer shall maintain the confidentiality of any and all records and information accessed or processed under this Contract. Developer shall not disclose, except as permitted by this Contract or as authorized by the County, any oral or written communication, information, or effort of cooperation between County and Developer, or between County and Developer and any other party.

**11. Miscellaneous.**

**11.1 Governing Law.** This Contract shall be construed according to laws of the State of California. Any claim or dispute arising out of this Contract shall be brought in the courts of the County of Riverside.

**11.2 Full Information.** County shall provide full information regarding the requirements for the Project and any reports or studies it may have performed or cause to have been performed by third parties on behalf of County. Developer may not rely on the accuracy and completeness of any information provided. However, if after Developer's review (in its capacity as developer) of the information provided by County, Developer believes that the information provided is inaccurate, incomplete, or insufficient for Developer to complete the Phase One Work, then Developer will inform County in writing of the results of Developer's review and identify any new, additional, updated, and/or supplemental information that is required to perform the Phase One Work and the additional cost and/or time required for County's review and approval.

**11.3 Electronic Signatures.** This Contract 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 Contract 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 Contract. The parties further agree that the electronic signatures of the parties included in this Contract are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it



to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

**11.4 Third-Party Rights.** Nothing in this Contract, express or implied, is intended to confer upon any person, other than the parties to this Contract and their respective successors and assigns, any rights or remedies.

**11.5 Conflict Of Interest:** Developer covenants that it presently has no interest, including but not limited to, other projects or independent contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of the Pre-Development Services.

**11.6 Administration:** The Sheriff's Department's Project Management Office ("PMO") shall administer this Contract on behalf of County. Remon Tadrous is designated as the representative acting on behalf of the Sheriff's Department's PMO. Roger Torriero and/or Korin Crawford is/are designated as the representative(s) acting on behalf of Developer.

**11.7 Assignment:** This Contract shall not be assigned by Developer, either in whole or in part, without prior written consent of County. Any assignment or purported assignment of this Contract by Developer without the prior written consent of County will be deemed void and of no force or effect.

**11.8 Access to Property:** Developer shall obtain appropriate permission to enter any private or public property, including County property, for purposes of data collection or field reconnaissance. However, in the event Developer has made a good faith effort to obtain such permission and has been unable to do so, County may assist Developer in obtaining such permission or revise the scope of work accordingly.

**11.9 Nondiscrimination:** Developer represents that it is an equal opportunity employer and it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, physical condition, or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

**11.10 Severability.** If any provision in this Contract 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.

**11.11 Entire Agreement.** This Contract constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and all prior or contemporaneous agreements of any kind or nature relating to the same shall be deemed to be merged herein. Any modifications to the terms of this Contract must be in writing and signed by the parties herein.

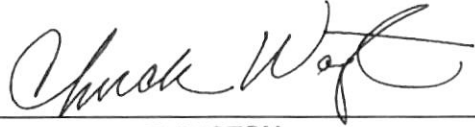
12. **Approval of Supervisors.** This Contract shall not be binding or effective until its approval and execution by the Chairman of the Riverside County Board of Supervisors.

**IN WITNESS WHEREOF**, the parties hereto have executed this Pre-Development Agreement as the date first herein above written.

**County of Riverside**

**Developer**

Griffin/Swinerton LLC, a Delaware limited liability company

By: 

By: \_\_\_\_\_  
Signature

**CHUCK WASHINGTON**  
CHAIR, BOARD OF SUPERVISORS

**AS RECOMMENDED BY:**

**Roger Torriero**  
Name

By: \_\_\_\_\_

**Principal**  
Title

**Remon Tadrous**  
Director, Sheriff's Project Management Office

By: \_\_\_\_\_

**David Lelevier**  
Assistant Sheriff, Sheriff's Office

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Signature

By: 

**Korin Crawford**  
Name

**Kristine Bell-Valdez**  
Deputy County Counsel

**Executive Vice President**  
Title

ATTEST:  
KIMBERLY A. RECTOR, Clerk  
By:   
DEPUTY

Ben Clark Training Center

## **PREDEVELOPMENT PHASE 1A: SCOPE OF WORK**

### **1) DEVELOPMENT PROJECT MANAGEMENT**

### **2) NEEDS ASSESSMENT**

- a) Needs Assessment Steps
  - i) Core Team Engagement
    - (1) Introduction of Core Participants & Development Team
    - (2) Engagement Charette
      - (a) Daylong Engagement of Core Team
      - (b) Goal Setting
      - (c) Vision
      - (d) Team Building
      - (e) Communication Protocols
    - (3) Review of Data Request; Discuss what is available and what needs to be developed by County or by Development Team
  - ii) BCTC Project Discovery
    - (1) Questionnaires Development: After receipt of Stakeholder information from Data Request above; questionnaires will be developed for executive level and component level participants the various operational and training components, and support components.
  - iii) Administrative Kick-Off Meeting
    - (1) Introduction of Core Team
    - (2) Questionnaire Explanation and subsequent electronic distribution (for electronic completion and return by participating stakeholder); each questionnaire will have an explanation/ instruction page
    - (3) Scheduling Discussion
      - (a) Discuss the potential number of stakeholders/stakeholder meetings per component (availability of key participants by shift?)
        - (i) Data gathering and data synthesis
      - (b) Identify key milestones for review
      - (c) Identify key milestones for presentation
    - (4) Discuss large and small meetings, and presentations venues
      - (a) Small meetings in current operations and training spaces? Other?
      - (b) Larger meeting (all partners KO meeting)
    - (5) Community & Political Outreach for Project Support
  - iv) All-Hands (Core, Primary, & Partners) Kick-Off Meeting (Large Venue)
    - (1) Introduction to the project and process by County and Development Team
    - (2) Role of Early Community Outreach & Political Support
    - (3) Opportunity for each partner/stakeholder to share their goal for the project
      - (a) Big picture goals and potential concerns; components most important
      - (b) Capture input on a large projection screen (so they know we captured the input, and who/which organization provided it)
  - v) Data Gathering
    - (1) Stakeholder Meetings
      - (a) Executive Level
      - (b) Core Team
      - (c) Specialty Groups including:
        - 1. Emergency Vehicle Operations Course (EVOC)
        - 2. Fueling Station
        - 3. New Indoor Shooting Range

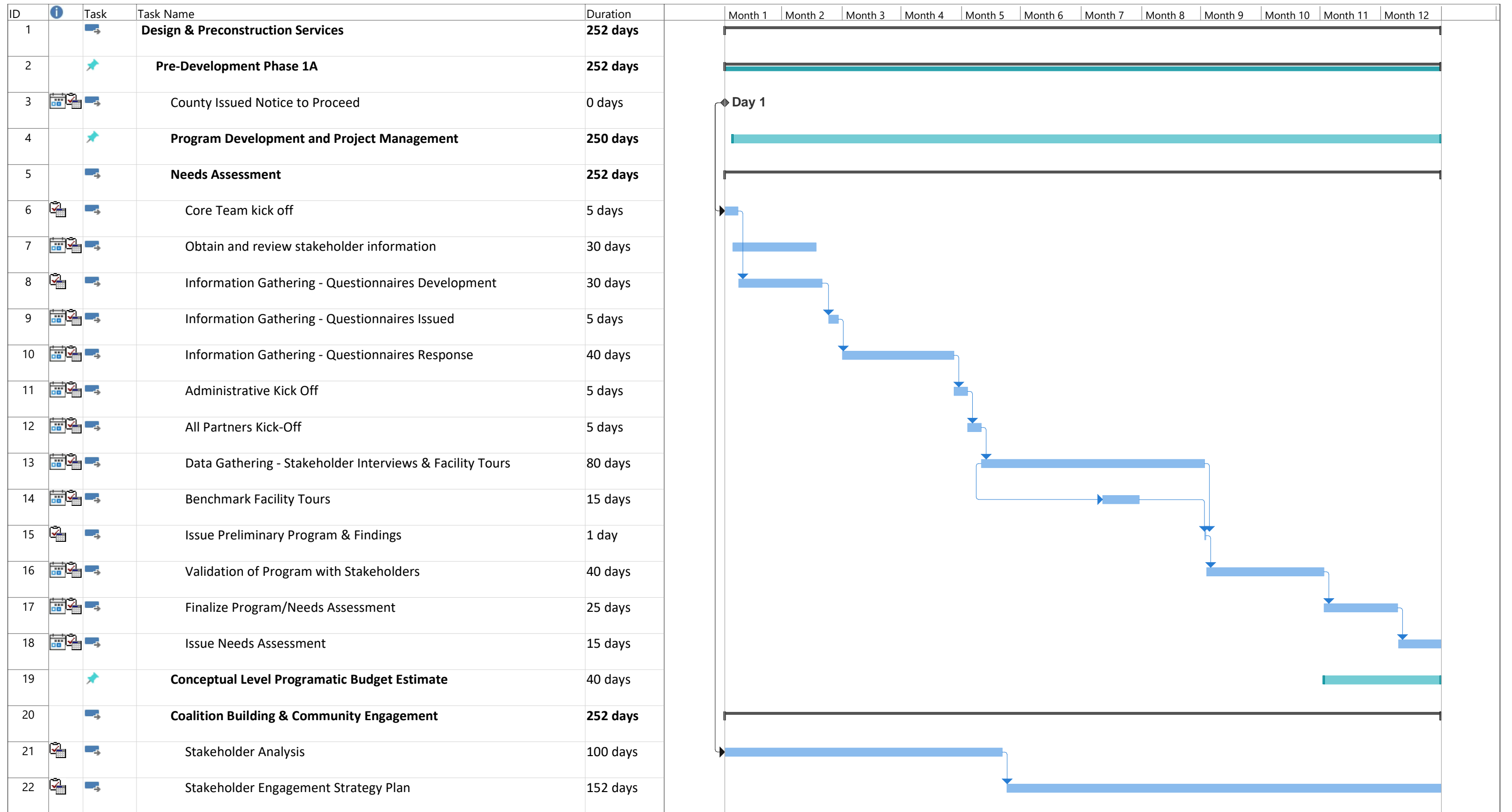
4. Cafeteria/Auditorium with Commercial Kitchen and 1,000 – 1,500 seats
  5. Armory Building (near SWAT Building and Indoor Firing Range)
  6. Special Enforcement Bureau/SWAT Facility
  7. Sheriffs Training Facility/ “Scenario Village”
  8. Food Court Space
  9. Administration Facility to include:
    - i. Personnel
    - ii. Media Information Bureau (MIB)
    - iii. Multimedia Unit (MMU)
    - iv. Accounting
    - v. Museum
  10. 140 Room Dormitory
  11. Relocation of Modular Classrooms to “Scenario Village”
  12. Track and Field
  13. Indoor Swimming Pool
  14. CAL ID / Technical Service Bureau (TSB) Facility
  15. Helicopter Pads
  16. Parking Lots
  17. Emergency Operations Center & Warehouse
  18. Special Investigations Bureau & Evidence Storage Facility
  19. Dispatch Center/Dispatch Training Facility
  20. Fire Training Facility
  21. Moreno Valley College Phase II Building.
  22. Administration Facility and Warehouse for Riverside County’s Code Enforcement/Transportation and Land Management Agency (TLMA)
  23. Administration Facility/’Fusion Center’ for the County of Riverside’s Public Safety Training Partners (State, Local, and/or Federal agencies etc.)
- (2) Tour of each existing facility
- vi) Potential Benchmark Tours
- (1) 2 types, Admin vs. Training – Define Priority
    - (a) Specific component examples for admin/operations?
    - (b) Specific component examples for training?
    - (c) Potential number of trips?
- vii) Preliminary Findings
- (1) Confirm Direction
  - (2) Project Emphasis (County and CAL FIRE needs primary; Regional emphasis; Western U.S training Draw)
  - (3) Findings to inform data synthesis
  - (4) Begin to build support
- viii) Data Synthesis
- (1) Validation meetings with Stakeholders
- ix) Documentation
- (1) Focused on selected project emphasis: Local, Regional, National
- x) Presentations
- (1) To Core group
  - (2) To executive level participants
  - (3) Other?
- b) Deliverables
- i) Executive summary
  - ii) Introduction and overview
  - iii) Admin/operations and support narrative
  - iv) Training center and support narrative
  - v) Key concepts and adjacencies

- (1) Admin/operations
- (2) Training Center
- vi) Site areas summary
  - (1) Admin/operations
  - (2) Training center
- vii) Component site areas
- viii) Component facility areas summary
  - (1) Admin/operations
  - (2) Training center
- ix) Component facility areas
- x) Appendix
  - (1) Space standards
  - (2) Meeting notes
  - (3) Questionnaires
  - (4) Existing facilities photos by component?
  - (5) Benchmark trips summary (notes and photos)

### **3) CONCEPTUAL LEVEL PROGRAMATIC BUDGET ESTIMATE**

#### **4) COALITION BUILDING & COMMUNITY ENGAGEMENT:**

- a) Stakeholder Analysis (understand who, explore how, why)
  - i) Partner Stakeholder
  - ii) Political Stakeholders
  - iii) Community Stakeholders
- b) Stakeholder Engagement Strategy Plan – Months 2-4
  - i) Final Stakeholder Analysis & Level of Engagement for Each
  - ii) Project Messaging (description, benefits, need, timeline, etc.)
  - iii) Project Branding (unique identity, colors, fonts)
  - iv) Preferred Tools and Tactics (meetings, interviews, collateral, road shows, education, outreach & communication)
  - v) Roles & Responsibilities
  - vi) Detailed Schedule



Task		Project Summary		Manual Task		Start-only		Deadline	
Split		Inactive Task		Duration-only		Finish-only		Progress	
Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
Summary		Inactive Summary		Manual Summary		External Milestone			

**EXHIBIT C  
PREDEVELOPMENT BUDGET  
BEN CLARK TRAINING CENTER**

	COMPONENT	Pre-development Phase 1	COMMENTS
<b>1</b>	<b>NEEDS ASSESSMENT AND RELATED A/E SERVICES</b>		
	AE Basic Fee - Needs Assessment		LPA
	Core Team Engagement	11,193	
	BCTC Project Discovery	15,377	
	Administrative Kick-Off Meeting	6,732	
	All Hands Kick-Off Meeting	13,410	
	Data Gathering	94,760	
	Potential Benchmark Tours	46,548	
	Preliminary Findings	13,992	
	Documentation	12,468	
	Presentations	8,395	
	Law Enforcement Needs Assessment		MWL
	Core Team Engagement	52,019	
	BCTC Project Discovery	9,702	
	Administrative Kick-Off Meeting	12,551	
	All Hands Kick-Off Meeting	14,168	
	Data Gathering	146,179	
	Potential Benchmark Tours	51,821	
	Preliminary Findings	16,786	
	Data Synthesis	166,452	
	Documentation	50,897	
	Law Enforcement Needs Assessment		RRM
	Core Team Engagement	5,236	
	BCTC Project Discovery	6,127	
	Administrative Kick-Off Meeting	5,236	
	All Hands Kick-Off Meeting	6,094	
	Data Gathering	12,232	
	Potential Benchmark Tours	11,374	
	Preliminary Findings	6,688	
	Data Synthesis	5,852	
	Documentation	33,682	
	Presentations	3,300	
	Reimbursables for all of the above	\$ 83,982	
<b>2</b>	<b>COALITION BUILDING AND COMMUNITY ENGAGEMENT</b>	\$ 50,400	Circlepoint
<b>3</b>	<b>CONSTRUCTION SERVICES</b>		
	Conceptual Level Programmatic Budget Estimate	50,000	Swinerton
<b>4</b>	<b>DEVELOPMENT PROJECT MANAGEMENT</b>		Griffin Swinerton
	Legal	\$ 50,000	
	Reimbursables	\$ 5,000	
	Developer Fixed Overhead	\$ 245,000	
	Developer Contingency	\$ 425,000	
	Developer Fixed Fee	\$ 245,000	
	Insurance	\$ 19,937	
	<b>TOTAL</b>	<b>\$ 2,013,590</b>	

## PRE-DEVELOPMENT AGREEMENT

This PRE-DEVELOPMENT AGREEMENT ("Contract") is effective as of January 9, 2024 and is made by and among the County of Riverside, a political subdivision of the State of California ("County") and Griffin/Swinerton LLC, a Delaware limited liability company ("Developer").

### RECITALS

- A. County seeks to contract with a private partner to conduct project development, site due diligence, needs assessment, limited environmental assessment and coordination, public communication and outreach, scoping, budgeting, scheduling, and programming and other related and requisite activities (the "Pre-Development Services") to facilitate the phased development of the Ben Clark Training Center Modernization Project (the "Project") for use by the Riverside County Sheriff's Office and other public agencies and first responders focused on public safety.
- B. County has performed certain preliminary studies to evaluate the suitability of the site for the Project.
- C. County has determined that early private sector involvement in the Project may yield significant value by advancing planning and programming, conceptual design and engineering, conceptual scheduling and budgeting, construction management, and private financing, while balancing Project performance with cost and risk.
- D. County's Board of Supervisors has determined that use of a pre-development agreement approach with a ground lease and facility lease-leaseback structure will achieve certain private sector efficiencies in the integration of the planning, design, and construction of the Project.
- E. County issued a Request for Qualifications (the "RFQ") to select a private entity to provide the Pre-Development Services and, potentially, develop the Project. On May 16, 2023, County received four Statements of Qualifications in response to the RFQ. Upon evaluation of the Statements of Qualifications, County determined that Developer is the best-qualified proposer.
- F. Developer and County desire to proceed as long-term collaborative partners in planning, designing, constructing and financing the multi-phase Project, working together and drawing on the respective strengths of each party, with the ultimate objective to develop the Project within the available budget while providing a modern law enforcement training facility capable of meeting the standards and criteria of performance determined during the Project planning process.
- G. County and Developer are each entering into this Contract with the intent that Developer will provide all of the services required to fully and completely develop



the phased Project in accordance with the RFQ and Developer's multi-phase proposal selected by County, subject to County's discretionary approval of the results of each phase of services, which are required before commencement of subsequent phases. County anticipates that the Pre-Development Services will be performed in four phases. If County approves the Phase One Deliverables, then the parties will mutually negotiate in good faith a more detailed amended and restated version of this Contract that will replace this Contract and will address subsequent phases of the requisite Pre-Development Services.

- H. Upon completion of the last phase of the Pre-Development Services, if Developer's deliverables (including but not limited to the total project cost guaranteed maximum price for completion of design, financing, and construction of each phase) are approved by the County and the Riverside County Board of Supervisors decides to proceed with the Project, County will negotiate in good faith an implementation agreement and associated lease documents that would address financing and final design and construction of the Project and replace the then-existing version of the Contract (collectively, the "Implementation Agreement"). This Contract, plus any amendment and restatement hereto to address subsequent phases of the Pre-Development Services, and the Implementation Agreement (if executed), collectively represent a single transaction.

Now, therefore, for good and valuable consideration, the receipt of which is hereby acknowledged, Developer and County agree as follows:

**1. Standard of Care.** Developer shall perform the Pre-Development Services in a manner consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Developer further represents and warrants to the County that it has all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Pre-Development Services. Developer must keep all such licenses and approvals in effect during the term of this Contract.

**1.1 Acceptance not a Release.** It is understood that the Developer has the skills, experience and knowledge necessary to perform the services agreed to be performed under this Contract, and that the County relies upon the Developer's representations about its skills, experience and knowledge to perform the Developer's services in a competent manner. Acceptance by the County of the services to be performed under this Contract does not operate as a release of Developer from responsibility for the work performed.

**2. Phase One Work and Deliverables.** Developer shall perform the first phase of the Pre-Development Services (the "Phase One Work") as defined in Exhibit A hereto and shall submit the Phase One Deliverables (as defined in Exhibit A) to County for review and approval. Upon receipt of the Phase One Deliverables, County will have 60 days to respond to Developer with County's comments or approval, as applicable. Developer shall complete the Phase One Work, including modification to the Phase One Deliverables to address County's review comments, no later than 45 days after receipt of County's

comments. The approved one-year schedule to perform the Phase One(1)-A Work is attached as Exhibit B. Developer will provide County with detailed monthly updates to the County-approved schedule. County will have 45 days after (i) County's approval of the Phase One Deliverables or (ii) Developer's response to County's Phase One Deliverables review comments to elect one of the following options:

- (a) Terminate this Contract; or
- (b) Proceed with the next phase of services for the Project pursuant to a mutually negotiated amendment and restatement of this Contract.

**3. Pre-Development Costs.** In connection with the performance by Developer of the Phase One Work, Developer will incur costs, expenses and other financial obligations ("Phase One Pre-Development Costs"). The Phase One Pre-Development Costs for the Phase One Work are included in the fixed lump sum budget in Exhibit C (the "Budget") and are anticipated to include, without limitation: (i) personnel costs; (ii) due diligence costs, (iii) consultant fees, (iv) Developer fixed overhead and Developer fixed fee, (v) insurance, (vi) contingency, and (vii) other Project costs and expenses. The Phase One Pre-Development Costs shall be paid in accordance with this Contract. If this Contract is terminated by the County, the Phase One Pre-Development Costs shall be paid by County to Developer as provided in Section 5 below.

**3.1 Claims for Extra Work.** If Developer feels that any work requested of it is beyond the scope of services as described in Exhibit A of this Contract, any claim by the Developer for adjustment under this paragraph shall be made within thirty (30) days of when the Developer is requested to perform the disputed scope of work.

**3.2 Reimbursement of Certain County Costs.** County may incur certain costs in connection with development of the Project prior to entering into the Implementation Agreement. If the County elects to be reimbursed for such costs, County shall give Developer appropriate notice of the nature and amount of such costs prior to entering into the Implementation Agreement. In that event, and to the extent permissible under applicable law, Developer shall increase the total amount of the Project budget in the Implementation Agreement so that such costs may be reimbursed to County upon Developer's receipt of the Project financing proceeds.

**3.3 Payments.** County will pay Developer based on Developer's progress (percent complete) of the Pre-Development Services described in Exhibit A; applying the percentage of completion agreed upon by the parties to the fixed lump sum amount set forth in the Budget (Exhibit C), except that Developer fixed overhead and Developer fixed fee will be deemed earned and paid in equal monthly installments (the number of installments equal to the number of months for the Pre-Development Services duration under the Schedule – Exhibit B); provided, however, that if Developer completes the Pre-Development Services in less time, then the unpaid balance of the Developer fixed fee and Developer fixed overhead is due with the final payment to Developer under this Contract (i.e., the equal monthly installments are for billing purposes, but the intent is that County will pay the full amount of Developer's fixed fee and Developer fixed overhead upon Developer's

completion of the Pre-Development Services). If the Pre-Development Services described in Exhibit A takes more time due to causes within Developer's control, then Developer is not entitled to additional compensation. Developer is entitled to additional fixed fee and fixed overhead for delays caused by County-Caused Delays or increases in scope requested by County that extend the total scheduled time of Pre-Development Services set forth in the Schedule (Exhibit B). Developer will submit monthly applications for payment with documentation acceptable to County showing Developer's progress in completing the Pre-Development Services. Within 20 days of receiving Developer's application for payment, County will notify Developer in writing of any objections to Developer's application for payment. Within 30 days of receiving Developer's application for payment, County will pay all undisputed amounts. County shall not withhold retention for the Phase One Pre-Development Services.

**3.4 Records.** Within three (3) days of County's written request, or sooner if ordered by a court of competent jurisdiction, Developer shall allow County or authorized State or Federal agencies or any duly authorized representative to have the right to access, examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, or other records relating to this Contract. Except to the extent required by applicable law (e.g., prevailing wage requirements, if and to the extent applicable), Developer is not required to keep detailed records for the fixed amounts for Developer fixed overhead and Developer fixed fee under this Contract, and such fixed amounts will be deemed earned as billed and paid. At its option, County may from time to time, at its expense, cause the books, accounts, and financial information of Developer regarding the Project (excluding Developer fixed overhead and Developer fixed fee) to be audited by an independent auditor selected by County. Developer agrees to cooperate with such auditor and to make any of its books, accounts and financial information of Developer regarding the Project available to such auditor. Developer shall keep such material, including all pertinent cost accounting, financial records and proprietary data for a period of five (5) years after termination or completion of the Contract.

**4. Labor Compliance.** Certain Classifications of Labor under this Contract are subject to prevailing wage requirements. If, as part of the Phase One Work, Developer performs survey and/or soils testing work or any other work that falls within a classification subject to prevailing wage requirements under applicable law, Developer must pay prevailing wages for such work. A table of work classifications and associated prevailing wages is available from the California Department of Industrial Relations' Internet website at <http://www.dir.ca.gov>, and is also available at the main office of County.

**5. Termination and Suspension.** County may, upon ten (10) days' written notice to Developer, terminate this Contract, in whole or in part, with or without cause.

**5.1 Discontinuation of Services.** Upon Developer's receipt of a termination notice, Developer shall, unless otherwise directed by the notice, (i) discontinue all efforts in connection with the Pre-Development Services, (ii) subject to County's rights to assignment of subcontracts described in Section 5.4, cause all third-party contractors performing components of the Pre-Development Services to cease performing such services and (iii) deliver to the County all data, estimates, graphs, summaries, design, reports, and other

related materials as may have been prepared or accumulated by Developer in performance of the Pre-Development Services, whether completed or in progress.

**5.2 Termination For Convenience.** If the termination is to be for the convenience of the County, the County shall compensate Developer for all Pre-Development Costs actually incurred or accrued by, or invoiced to Developer for services satisfactorily provided through the date of termination. Developer shall provide documentation deemed adequate by County to show the services actually completed by Developer prior to the date of termination. County will pay Developer within thirty (30) days following submission of an invoice with required documentation.

**5.3 Termination For Cause.** Notwithstanding any of the provisions of this Contract, County may terminate Developer's rights under this Contract upon dishonesty, or a willful or material breach of this Contract by Developer, or in the event of Developer's unwillingness or inability for any reason whatsoever to perform any or all of the Pre-Development Services. If either party breaches any material covenant or condition of this Contract, then a party may send other party a notice of default setting forth the nature and extent of the alleged default and, if not otherwise self-evident, the actions necessary to cure the alleged default. The party in default must cure the default within fifteen (15) days after receipt of the notice of default (or if the default is not capable of being cured in such time, the party in default must commence necessary actions to timely remedy such default within fifteen (15) days and thereafter diligently prosecute such cure to completion). If a party fails to timely cure the breach, then the other party shall have the right to terminate this Contract upon three (3) days additional written notice prior to the effective day of termination. In the event of a termination of this Contract, within thirty (30) days following submission of an invoice therefor, the County shall compensate Developer for all Pre-Development Costs actually incurred or accrued by, or invoiced to Developer by reason of such termination for services satisfactorily provided through the date of termination for cause; provided that if County terminates for cause then the compensation will be reduced by any recoverable damages incurred by County as the result of Developer's breach of its obligations. County's damages for Developer's breach will be limited to the higher of (a) the cost difference between cost to complete or correct the Pre-Development Services and the remaining unpaid Pre-Development Costs in Exhibit C and (b) liquidated delay damages of \$500/day, with the liquidated damages capped at the amount of Developer's earned fixed fee.

**5.4 Termination For Delays.** If the Project and/or Pre-Development Services are delayed in the aggregate more than 120 calendar days from the Schedule (Exhibit B) because of suspensions or delays of the Project by County ("County-Caused Delays"), then Developer may terminate the Contract by providing fifteen (15) days' written notice to County of Developer's intention to terminate the Contract. In addition, if the Project and/or Pre-Development Services are delayed in the aggregate more than or more than 120 calendar days from the Schedule (Exhibit B) because of Force Majeure Delays (defined below), then County or Developer may terminate the Contract by providing fifteen (15) days' written notice to the other party of its intention to terminate the Contract. For clarity, the parties will track the County-Caused Delays and Force Majeure Delays separately, each with their own 120-day limit, and a party may only terminate if one of the limits has been exceeded. Additionally, instead of terminating the Contract, the parties may negotiate

a mutually acceptable change order to equitably increase the time and scope arising from the County-Caused Delays and/or Force Majeure Delays. Neither party shall be assessed with damages during any delay beyond the time needed for the performance of this Contract caused by any act of God, fires, floods, earthquakes, other natural disasters, epidemics and pandemics, supply-chain impacts, nuclear incidents, strikes, lockouts, war, civil disorder, governmental statutes or regulations enacted or imposed after the fact, or other cause beyond its reasonable control, during which said party is unable to perform. To the extent a party is prevented from performing its obligations by any of the force majeure events described in the previous sentence, such delays will be "Force Majeure Delays." If the termination is due to County-Caused Delays or Force Majeure Delays as described above, the County shall compensate Developer for all Pre-Development Costs actually incurred or accrued by, or invoiced to Developer for services satisfactorily provided through the date of termination. Developer shall provide documentation deemed adequate by County to show the services actually completed by Developer prior to the date of termination. County will pay Developer within thirty (30) days following submission of an invoice with required documentation.

**5.5 Assignment of Third-Party Contracts.** Following County's satisfaction of its payment obligations set forth in this Contract, Developer shall, upon written request from the County, assign to County any agreements entered into by Developer in connection with the Project prior to such termination, together with any rights Developer may have with respect to any work product or permits generated in connection with the Project. Any agreements which County elects not to assume shall be terminated by Developer, as applicable.

**5.6 Suspension.** County may suspend all or part of the Pre-Development Services work under the Contract by issuance of a suspension order to Developer. Developer shall comply immediately with any written order it receives from County suspending the performance of the Pre-Development Services and take all reasonable steps to minimize costs during the period of suspension. Developer shall resume performance of the suspended Pre-Development Services upon expiration of the notice of suspension, or upon direction of County. In the event of a suspension, unless the suspension is the result of Developer's failure to comply with Contract requirements, the term of this Contract and all unfinished tasks on the Schedule shall be extended by the same number of days of the suspension and the compensation payable to Developer will be equitably increased, subject to County's reasonable approval, to cover Developer's costs arising from the suspension.

**6. Indemnity.** The Developer agrees to and shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Departments and Special Districts, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, consultants, and representatives (hereinafter individually and collectively referred to as "Indemnitees") from all liability (including, but not limited to loss, suits, claims, demands, actions, or proceedings) to the extent caused by the negligence, recklessness, or willful misconduct, of Developer, its directors, officers, partners, employees, agents or representatives or any person or organization for whom Developer is responsible, arising out of or from the performance of the Pre-Development Services. The duty to indemnify

does not include that proportion of the loss, suits, claims, demands, actions, or proceedings caused by the active or sole negligence or willful misconduct of the Indemnitees.

**6.1 Labor Indemnity.** Developer further agrees to and shall indemnify and hold harmless the Indemnitees from all liability arising from suits, claims, demands, actions, or proceedings made by agents, employees or subcontractors of Developer for salary, wages, compensation, health benefits, insurance, retirement or any other benefit not explicitly set forth in this Contract and arising out of the work performed under this Contract.

**6.2 Duty to Defend.** Developer shall defend and pay all costs and fees, including but not limited to attorney fees, cost of investigation, and defense, in any loss, suits, claims, demands, actions, or proceedings that arise out of, pertain to, or relate to the alleged or actual negligence, recklessness or willful misconduct of Developer, its directors, officers, partners, employees, agents or representatives or any person or organization for whom Developer is responsible, arising out of or from the performance of the Pre-Development Services. The duty to defend shall apply whether or not Developer is a party to the lawsuit and shall apply whether or not Developer is directly liable to the plaintiffs in the lawsuit. The duty to defend applies even if Indemnitees are alleged or found to be actively negligent, unless the act or omission at issue was caused by the sole active negligence of Indemnitees.

**6.3 Indemnity Obligations Unaffected by Insurance.** The specified insurance provisions and limits required in this Contract shall in no way limit or circumscribe Developer's obligations to indemnify and hold harmless Indemnitees from third party claims.

**6.4 Indemnity Survives Termination.** All obligations under this Section 6 shall remain in effect following the termination of this Contract.

**6.5 Saving Clause.** In the event there is conflict between the indemnity and defense provisions of this Contract and California Civil Code Section 2782 and 2782.8, the indemnity and defense provisions shall be interpreted to comply with Civil Code sections 2782 and 2782.8.

**7. Insurance.** Without limiting or diminishing the Developer's obligation to indemnify or hold the County and the Indemnitees harmless, Developer shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage during the term of this Contract. As respects 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, or representatives as Additional Insureds.

**7.1 Workers Compensation.** If the Developer has employees as defined by the State of California, the Developer shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. The 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.

**7.2 Commercial General Liability.** Commercial general liability (CGL) 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 Developer's performance of its obligations hereunder. The CGL policy shall name the County as Additional Insured. The limit of liability shall be no less than \$1,000,000 per occurrence combined single limit. If Developer's CGL policy contains a general aggregate limit, it shall apply separately to this Contract or be no less than two (2) times the occurrence limit.

**7.3 Vehicle Liability.** If vehicles or mobile equipment are used in the performance of the obligations under this Contract, then Developer shall maintain automobile liability insurance for all owned, non-owned or hired vehicles in an amount not less than \$1,000,000 per occurrence combined single limit. If Developer's automobile liability insurance contains a general aggregate limit, it shall apply separately to this Contract or be no less than two (2) times the occurrence limit. Developer's automobile liability insurance policy shall name the County as Additional Insureds.

**7.4 Professional Liability.** Developer shall maintain professional liability Insurance providing coverage for the Developer's performance of the Pre-Development Services, with a limit of liability of not less than \$1,000,000 per claim and \$2,000,000 annual aggregate. If Developer's professional liability Insurance is written on a claims made basis, such insurance shall continue through the term of this Contract and shall include an extended reporting period endorsement for no less than two [2] years from the last date Pre-Development Services are provided by Developer to the County.

**7.5 General Insurance Requirements.** Any insurance carrier providing insurance coverage hereunder shall be (a) admitted to the State of California or, for professional liability or excess/umbrella carriers, be a surplus line carrier that is eligible to issue insurance policies pursuant to California Insurance Code Sections 1765.1 and 1765.2 (i.e., listed on the California Department of Insurance List of Approved Surplus Line Insurers [<http://www.insurance.ca.gov/01-consumers/120-company/07-lasli/lasli.cfm>], or is an "eligible carrier" [carriers who have met the standards set forth in California Insurance Code Section 1765.1 and the NRRRA]) and (b) have an AM BEST rating of not less than A-: VII (A-:7) 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.

**7.5.1 Self-Insured Retention.** The Developer 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 services under this Contract. Upon notification that a proposed self-insured retention is unacceptable to the County, and at the election of the County's Risk Manager, Developer shall either; 1) cause its insurance carriers to reduce or eliminate such self-insured retention as respects this Contract with the

County, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

**7.5.2 Evidence of Insurance.** Developer shall cause Developer's insurance carrier(s) to furnish the County with either 1) properly executed original certificate(s) of insurance and original copies of endorsements effecting coverage as required herein, and 2) if requested to do so by the County Risk Manager, provide original certified copies of policies, including all endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said certificate(s) shall contain the covenant of the insurance agent/producer that thirty (30) days written notice shall be given to the County prior to cancellation of such insurance (ten (10) days notice of cancellation if due to nonpayment). In the event of a material modification, cancellation, expiration, or reduction in coverage resulting in coverage that fails to meet the requirements of this Contract, this Contract shall terminate forthwith, unless the County receives, prior to such effective date, another properly executed original certificate of insurance and original copies of endorsements or certified copies of the policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. Developer shall not commence performance of the Pre-Development Services until the County has (i) been furnished original certificate(s) of insurance and original copies of endorsements and, if requested, (ii) reviewed and approved originals of the policies of insurance including all endorsements and any and all other attachments as required in this Section.

**7.5.3 Primary and Non-Contributory.** It is understood and agreed to by the parties hereto that the Developer's insurance shall be construed as primary insurance, and the County's insurance/or deductible and/or self-insured retentions or self-insured program shall not be construed as contributory.

**7.5.4 Changes in Coverage.** If, during the term of this Contract 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 Pre-Development Services, or if the term of this Contract, including any extension thereof, exceeds five (5) years, the County reserves the right to adjust the types of insurance and the monetary limits of liability required under this Contract, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the Developer has become inadequate; provided, however, that County will pay Developer for any increased costs incurred by Developer for such revised insurance requirements.

**7.5.5 Subcontractor's Insurance.** Developer shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Contract.

**7.5.6 Self-Insurance.** The insurance requirements contained in this Contract may be met with a program(s) of self-insurance acceptable to the County.

**7.5.7 Notice of Claims.** Developer 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 Contract.



**8. Intellectual Property License.** Developer hereby grants to County an irrevocable, perpetual, non-exclusive, transferable (solely to a County assignee or successor in interest, or other Government Entity), fully paid-up right and license to use, execute, perform, sublicense, manufacture, distribute, reproduce, adapt, display, and prepare derivative works of all intellectual property created, authored, invented or reduced to practice under and for the purposes of the Pre-Development Services, or the Project, whether or not such Intellectual Property is incorporated into the Project Intellectual Property (the "Developer Intellectual Property") in connection with the Project including any Updates.

**8.1.1 Project Specific Intellectual Property.** All work product (electronically or manually generated) including but not limited to: cost estimates, studies, design analyses, original mylar drawings, Computer Aided Drafting and Design (CADD) file, and other related documents which are prepared by or for Developer specifically in the performance of this Contract (collectively referred to as "Project Documents") are the joint property of Developer (and Developer's Consultants). Intellectual property owned, created, made, conceived, reduced to practice, or developed prior to, or independent of, any services performed under this Agreement by Developer or Developer's Consultants outside the scope of this Agreement ("Prior Work Product") will not be affected or changed by this Agreement, and Developer and Developer's consultants will continue to maintain their interest, title and ownership rights in the Prior Work Product. Upon final payment by County, County will have a perpetual, irrevocable, fully-paid, royalty-free, assignable license to the Prior Work Product used on this Project as reasonably required to make use of the Project Documents for the sole purpose of completing the design, construction, remodeling, expansion and/or repair or remodeling of the Project. Developer (and its consultants) may retain a copy of all such Project Documents. It is the intent of the parties that, upon final payment for the Project Documents, County will have the exclusive rights to use such Project Documents as a whole, but Developer and its Consultants will continue to have ownership and the rights to use, reproduce, create derivatives from, or otherwise deploy individual components of the Project Documents and will continue to own their Prior Work Product. Developer and its Consultants shall be owners of the copyrights in such drawings and County shall have the exclusive right to reproduce those drawings as a whole, but Developer and its Consultants shall remain free to use the particular detailed drawings contained in them and other individual components of the Project Documents on other projects. Nonetheless, if County re-uses, alters, modifies or adapts the Project Documents or Prior Work Product without the written consent of Developer for the specific purpose intended, which consent Developer will not unreasonably withhold, such action will be at County's sole risk and without liability or legal exposure to Developer or its Consultants, and County agrees to indemnify, defend, and hold Developer and its Consultants harmless to the extent permitted by law, from all claims, damages, losses, and expenses arising out of and/or resulting from, or alleged to arise out of or result from, County's reuse, alteration, modification or adaptation of the Project Documents or Prior Work Product.

**9. Independent Contractor.** County retains Developer on an independent contractor basis. Developer is not an employee, agent or representative of the County. Developer shall not be entitled to any benefits payable to employees of County including County Workers' Compensation benefits. County is not required to make any deductions from the

compensation payable to Developer under this Contract, and as an independent contractor, Developer hereby holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Contract. Personnel performing any services under this Contract on behalf of Developer shall at all times be under Developer's exclusive direction and control. Developer shall pay all wages, salaries and other amounts due such personnel in connection with their performance of service and as required by law. Developer shall be responsible for all reports and obligations respecting such personnel, including but not limited to, social security taxes, income tax withholdings, unemployment insurance, and workers' compensation insurance.

**10. Confidentiality.** Developer shall maintain the confidentiality of any and all records and information accessed or processed under this Contract. Developer shall not disclose, except as permitted by this Contract or as authorized by the County, any oral or written communication, information, or effort of cooperation between County and Developer, or between County and Developer and any other party.

**11. Miscellaneous.**

**11.1 Governing Law.** This Contract shall be construed according to laws of the State of California. Any claim or dispute arising out of this Contract shall be brought in the courts of the County of Riverside.

**11.2 Full Information.** County shall provide full information regarding the requirements for the Project and any reports or studies it may have performed or cause to have been performed by third parties on behalf of County. Developer may not rely on the accuracy and completeness of any information provided. However, if after Developer's review (in its capacity as developer) of the information provided by County, Developer believes that the information provided is inaccurate, incomplete, or insufficient for Developer to complete the Phase One Work, then Developer will inform County in writing of the results of Developer's review and identify any new, additional, updated, and/or supplemental information that is required to perform the Phase One Work and the additional cost and/or time required for County's review and approval.

**11.3 Electronic Signatures.** This Contract 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 Contract 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 Contract. The parties further agree that the electronic signatures of the parties included in this Contract are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it

to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

**11.4 Third-Party Rights.** Nothing in this Contract, express or implied, is intended to confer upon any person, other than the parties to this Contract and their respective successors and assigns, any rights or remedies.

**11.5 Conflict Of Interest:** Developer covenants that it presently has no interest, including but not limited to, other projects or independent contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of the Pre-Development Services.

**11.6 Administration:** The Sheriff's Department's Project Management Office ("PMO") shall administer this Contract on behalf of County. Remon Tadrous is designated as the representative acting on behalf of the Sheriff's Department's PMO. Roger Torriero and/or Korin Crawford is/are designated as the representative(s) acting on behalf of Developer.

**11.7 Assignment:** This Contract shall not be assigned by Developer, either in whole or in part, without prior written consent of County. Any assignment or purported assignment of this Contract by Developer without the prior written consent of County will be deemed void and of no force or effect.

**11.8 Access to Property:** Developer shall obtain appropriate permission to enter any private or public property, including County property, for purposes of data collection or field reconnaissance. However, in the event Developer has made a good faith effort to obtain such permission and has been unable to do so, County may assist Developer in obtaining such permission or revise the scope of work accordingly.

**11.9 Nondiscrimination:** Developer represents that it is an equal opportunity employer and it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, physical condition, or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

**11.10 Severability.** If any provision in this Contract 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.

**11.11 Entire Agreement.** This Contract constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and all prior or contemporaneous agreements of any kind or nature relating to the same shall be deemed to be merged herein. Any modifications to the terms of this Contract must be in writing and signed by the parties herein.


12. **Approval of Supervisors.** This Contract shall not be binding or effective until its approval and execution by the Chairman of the Riverside County Board of Supervisors.

**IN WITNESS WHEREOF**, the parties hereto have executed this Pre-Development Agreement as the date first herein above written.

**County of Riverside**

**Developer**

Griffin/Swinerton LLC, a Delaware limited liability company

By: 

By: \_\_\_\_\_  
Signature

**CHUCK WASHINGTON**  
CHAIR, BOARD OF SUPERVISORS

**AS RECOMMENDED BY:**

**Roger Torriero**  
Name

By: \_\_\_\_\_

**Remon Tadrous**  
Director, Sheriff's Project Management Office

**Principal**  
Title

By: \_\_\_\_\_

**David Lelevier**  
Assistant Sheriff, Sheriff's Office

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Signature

By: 

**Kristine Bell-Valdez**  
Deputy County Counsel

**Korin Crawford**  
Name

**Executive Vice President**  
Title

ATTEST:  
KIMBERLY A. RECTOR, Clerk  
By:   
DEPUTY

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**County of Riverside**

**Developer**


Griffin/Swinerton LLC, a Delaware limited liability company

By:   
**CHUCK WASHINGTON**


By:   
Signature (Feb 8, 2024 20:02 EST)


**CHAIR, BOARD OF SUPERVISORS  
AS RECOMMENDED BY:**

**Roger Torriero**  
Name

By:   
**Remon Tadrous**  
Director, Sheriff's Project Management Office


**Principal**  
Title

By:   
**David Lelevier**  
Assistant Sheriff, Sheriff's Office

By:   
Signature (Feb 8, 2024 16:24 PST)

**APPROVED AS TO FORM:**

**Korin Crawford**  
Name

By:   
**Kristine Bell-Valdez**  
Deputy County Counsel

**Executive Vice President**  
Title

ATTEST:  
KIMBERLY A. RECTOR, Clerk  
BY   
DEPUTY









# Pre-Development Agreement between County of Riverside and Griffin Swinerton LLC.

Final Audit Report

2024-02-09

Created:	2024-02-09
By:	Jose (Tony) Curiel (jocuriel@rivco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAb6Eeg8lmsEatDbdGXnaw8lww9XZJN_1n

## "Pre-Development Agreement between County of Riverside and Griffin Swinerton LLC." History

-  Document created by Jose (Tony) Curiel (jocuriel@rivco.org)  
2024-02-09 - 0:19:51 AM GMT
-  Document emailed to Korin Crawford (kcrawford@griffinswinerton.com) for signature  
2024-02-09 - 0:20:01 AM GMT
-  Document emailed to Roger Torriero (rtorriero@griffinholdings.net) for signature  
2024-02-09 - 0:20:02 AM GMT
-  Email viewed by Korin Crawford (kcrawford@griffinswinerton.com)  
2024-02-09 - 0:23:57 AM GMT
-  Document e-signed by Korin Crawford (kcrawford@griffinswinerton.com)  
Signature Date: 2024-02-09 - 0:24:26 AM GMT - Time Source: server
-  Email viewed by Roger Torriero (rtorriero@griffinholdings.net)  
2024-02-09 - 1:00:28 AM GMT
-  Document e-signed by Roger Torriero (rtorriero@griffinholdings.net)  
Signature Date: 2024-02-09 - 1:02:14 AM GMT - Time Source: server
-  Agreement completed.  
2024-02-09 - 1:02:14 AM GMT