



COUNTY OF MARIN
OFFICE OF THE ADMINISTRATOR

3501 CIVIC CENTER DRIVE, SUITE 325, SAN RAFAEL, CA 94903

415/499-6358 - FAX 415/507-4104

Matthew H. Hymel
County Administrator

February 12, 2008

Board of Supervisors
County of Marin
San Rafael, CA 94903

SUBJECT: Agreement for Real Estate Advisory services for the Emergency Operations and Public Safety Facility Project

Dear Board Members:

RECOMMENDATION:

Authorize the President to execute an agreement with Staubach Northern California, Inc. for real estate advisory services to complete the next steps in developing the Emergency Operations and Public Safety Facility project.

SUMMARY/DISCUSSION:

On August 14, 2007, the BOS authorized staff to obtain a real estate advisor to perform real estate advisory services for the Emergency Operations and Public Safety Facility project. A real estate advisor will give the county access to the latest market research, data and strategies to more effectively produce this project. Through the request for proposal process, four proposals were received and two firms were interviewed. The interview team consisted of staff from the County Administrator's Office, Department of Public Works, Auditor-Controller office, and a partner from the private real estate firm Seagate Properties. Staubach Northern California, Inc. ranked highest between the two interviewed companies based on quality of proposal, understanding of project, qualifications of team, real estate economics expertise and experience with similar projects.

Staubach's Public Sector Group is a national division within Staubach that works solely with Federal Government, state governments, cities, counties and public education institutions to formulate and implement real estate and facility strategies. The Public Sector Group specializes in large, complex projects with strategic, development, financial and transactional components. This group will team with Staubach's San Francisco office to offer integrated services, including strategic planning, market studies, financial and capital planning, and local public/private partnership structuring.

County staff will have a team that includes members from the Sheriff's Department, County Counsel, Department of Public Works, Treasurer-Tax Collector, Auditor-Controller, and County Administrator to confirm the project background information and review the work of the firm. The scope of work for the real estate advisor is 1) working with input from County staff, provide alternative project program scopes and associated

costs; 2) develop a strategic plan that considers alternative approaches to project delivery; 3) provide detailed capital financing plan alternatives for project programs scopes, which will include a review of monetizing some County properties; and 4) an overall project delivery plan and a project schedule. Included in the scope is for the real estate advisor to conduct community meetings, if desired by the County, to discuss key elements of their work. This phase of the project does not include any design work or siting of the facility on the approved site.

It is the intent of the consultant and staff to report the recommendations to your Board in May of this year. Future services, depending on the outcome of the chosen project delivery method, may include the management of the design and construction team as well as other project management services. We would return to your Board with a recommendation for approval before implementing services beyond the scope of this Agreement.

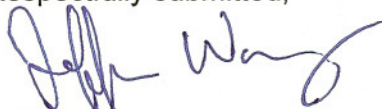
FISCAL IMPACT:

The cost of the agreement is \$195,000. Staubach's proposal is comparable in scope and fee to the other consultant interviewed. Funds are available in Fund Center 4100991018.

If you have any questions, please feel free to contact me.

REVIEWED BY: [] Auditor-Controller
 [X] County Counsel
 [] Human Resources

Respectfully submitted,



Jeff Wong
Capital Planning and Project Management

cc: Matthew H. Hymel, County Administrator
 Sheriff Robert Doyle
 Farhad Mansourian, Director, Department of Public Works
 Patrick Faulkner, County Counsel
 Richard Arrow, Auditor-Controller
 Michael Smith, Treasurer-Tax Collector
 Sharon McNamee, Director, Parks and Open Space
 Saaid Fakharzadeh, Assistant Director, Department of Public Works
 David Speer, Facilities Planning and Development Manager
 Mike Ridgway, Captain, Sheriff's Office

COUNTY OF MARIN
STANDARD SHORT FORM CONTRACT

THIS AGREEMENT is made and entered into this day February 12, 2008 by and between the COUNTY OF MARIN, hereinafter referred to as "County" and **STAUBACH NORTHERN CALIFORNIA, INC.**, hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, County desires to retain a person or firm to provide the following services: **Real Estate Advisory Services**; and

WHEREAS, Contractor warrants that it is qualified and competent to render the aforesaid services;

NOW, THEREFORE, for and in consideration of the agreement made, and the payments to be made by County, the parties agree to the following:

1. SCOPE OF SERVICES:

Contractor agrees to provide all of the services described in **Exhibit A** attached hereto and by this reference made a part hereof.

2. FURNISHED SERVICES:

The County agrees to:

- A. Guarantee access to and make provisions for the Contractor to enter upon public and private lands as required to perform their work.
- B. Make available all pertinent data and records for review.
- C. Provide general bid and contract forms and special provisions format when needed.
- D. **Provide access to and ensure active participation and cooperation from all required County personnel in evaluation and planning process.**

3. FEES AND PAYMENT SCHEDULE:

The fees and payment schedule for furnishing services under this Contract shall be based on the rate schedule which is attached hereto as **Exhibit B** and by this reference incorporated herein. Said fees shall remain in effect for the entire term of the Contract.

Contractor shall provide County with his/her/its Federal Tax I.D. number prior to submitting the first invoice.

4. MAXIMUM COST TO COUNTY:

In no event will the cost to County for the services to be provided herein exceed the maximum sum of **\$195,000** including direct non-salary expenses.

5. TIME OF AGREEMENT:

This Agreement shall commence on **February 25, 2008**, and shall terminate on **December 31, 2008**. Certificate(s) of Insurance must be current on day Contract commences and if scheduled to lapse prior to termination date, must be automatically updated before final payment may be made to Contractor. The final invoice must be submitted within 30 days of completion of the stated scope of services.

6. INSURANCE:

All required insurance coverages shall be substantiated with a certificate of insurance and must be signed by the insurer or its representative evidencing such insurance to County. The general liability policy shall be endorsed naming the County of Marin as an additional insured. The certificate(s) of insurance and required endorsement shall be furnished to the County prior to commencement of work. Each certificate shall provide for thirty (30) days advance notice to County of any cancellation in coverage. Said policies shall remain in force through the life of this Contract and shall be payable on a per occurrence basis only, except those required by paragraph 6.4 which may be provided on a claims-made basis consistent with the criteria noted therein.

Nothing herein shall be construed as a limitation of Contractor's liability, and Contractor shall indemnify and hold the County, its employees, officers, and agents, harmless and defend the County against any and all claims, damages, losses and expense that may arise by reason of the Contractor's negligent actions or omissions. County agrees to timely notify Contractor of any negligence claim.

Failure to provide and maintain the insurance required by this Contract will constitute a material breach of the agreement. In addition to any other available remedies, County may suspend payment to the Contractor for any services provided during any time that insurance was not in effect and until such time as the Contractor provides adequate evidence that Contractor has obtained the required coverage.

A request for a waiver of any of the following insurance requirements must be set forth on **Exhibit C** attached hereto. A waiver must address reduced amounts of coverage or the type of coverage waived entirely.

6.1 GENERAL LIABILITY

The Contractor shall maintain a commercial general liability insurance policy in an amount of no less than one million dollars (\$1,000,000) with a two million dollar (\$2,000,000) aggregate limit. The County shall be named as an additional insured on the commercial general liability policy and the Certificate of Insurance shall include an additional endorsement page. (see sample form: ISO - CG 20 10 11 85).

Insurance Reduction or Waiver of Coverage Requested (Exhibit C)

6.2 AUTO LIABILITY

Where the services to be provided under this Contract involve or require the use of any type of vehicle by Contractor in order to perform said services, Contractor shall also provide comprehensive business or commercial automobile liability coverage including non-owned and hired automobile liability in the amount of one million dollars combined single limit (\$1,000,000.00).

Insurance Reduction or Waiver of Coverage Requested (Exhibit C)

6.3 WORKERS' COMPENSATION

The Contractor acknowledges the State of California requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code. If Contractor has employees, a copy of the certificate evidencing such insurance or a copy of the Certificate of Consent to Self-Insure shall be provided to County prior to commencement of work.

Insurance Reduction or Waiver of Coverage Requested (Exhibit C)

6.4 PROFESSIONAL LIABILITY INSURANCE

Coverages required by this paragraph may be provided on a claims-made basis with a "Retroactive Date" either prior to the date of the Contract or the beginning of the contract work. If the policy is on a claims-made basis, coverage must extend to a minimum of twelve (12) months beyond completion of contract work. If coverage is cancelled or non-renewed, and not replaced with another claims made policy form with a "retroactive date" prior to the Contract effective date, the contractor must purchase "extended reporting" coverage for a minimum of twelve (12) months after completion of contract work. Contractor shall maintain a policy limit of not less than \$1,000,000 per incident. The amount of the policy deductible or self-insured retention must be declared on Exhibit C. If the deductible or self-insured retention amount exceeds \$100,000, the County may ask for evidence that contractor has segregated amounts in a special insurance reserve fund or contractor's general insurance reserves are adequate to provide the necessary coverage and the County of Marin may conclusively rely thereon.

Insurance Reduction or Waiver of Coverage Requested (Exhibit C)

7. NONDISCRIMINATORY EMPLOYMENT:

Contractor and/or any permitted subcontractor, shall not unlawfully discriminate against any individual based on race, color, religion, nationality, sex, sexual orientation, age or condition of disability. Contractor and/or any permitted subcontractor understands and agrees that Contractor and/or any permitted subcontractor is bound by and will comply with the nondiscrimination mandates of all Federal, State and local statutes, regulations and ordinances.

8. SUBCONTRACTING:

The Contractor shall not subcontract nor assign any portion of the work required by this Contract without prior written approval of the County except for any subcontract work identified herein. If Contractor hires a subcontractor under this Agreement, Contractor shall require subcontractor to provide and maintain insurance coverage(s) identical to what is required of Contractor under this Agreement and shall require subcontractor to name Contractor as additional insured under this Agreement. It shall be Contractor's responsibility to collect and maintain current evidence of insurance provided by its subcontractors and shall forward to the County evidence of same. **If the parties agree a Subcontractor is necessary, County will not unreasonably withhold or delay their approval of the subcontractor.**

9. ASSIGNMENT:

The rights, responsibilities and duties under this Contract are personal to the Contractor and may not be transferred or assigned without the express prior written consent of the County.

10. LICENSING AND PERMITS:

The Contractor shall maintain the appropriate licenses throughout the life of this Contract. Contractor shall also obtain any and all permits which might be required by the work to be performed herein.

11. BOOKS OF RECORD AND AUDIT PROVISION:

Contractor shall maintain on a current basis complete books and records relating to this Contract. Such records shall include, but not be limited to, documents supporting all bids, all income and all expenditures. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the work on this Contract. In addition, Contractor shall maintain detailed payroll records including all subsistence, travel and field expenses, and canceled checks, receipts and invoices for all items. These documents and records shall be retained for at least five years from the completion of this Contract. Contractor will permit County to audit all books, accounts or records relating to this Contract or all books, accounts or records of any business entities controlled by Contractor who participated in this Contract in any way. Any audit may be conducted on Contractor's premises or, at County's option, Contractor shall provide all books and records within a maximum of fifteen (15) days upon receipt of written notice from County. Contractor shall refund any monies erroneously charged.

12. TITLE:

Any and all documents, information, reports **and other deliverables** concerning this project prepared by the Contractor, shall be the property of the County. **Contractor and/or any third party providers to Contractor, as applicable, shall have and retain full title and all rights in and to pre-existing patents, registered copyrighted materials, Licenses and similar objects.** The Contractor may retain reproducible copies of such deliverables. In the event of the termination of this Contract, for any reason whatsoever, Contractor shall promptly **return to County** all information, writing and documents **provided to Contractor** by County without exception or reservation.

13. TERMINATION:

- A. If the Contractor fails to provide in any manner the services required under this Contract or otherwise fails to comply with the terms of this Contract or violates any ordinance, regulation or other law which applies to its performance herein, the County may terminate this Contract by giving five (5) calendar days written notice to the party involved.
- B. The Contractor shall be excused for failure to perform services herein if such services are prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.
- C. Either party hereto may terminate this Contract for any reason by giving thirty (30) calendar days written notice to the other parties. Notice of termination shall be by written notice to the other parties and be sent by registered mail.
- D. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract so long as proof of required insurance is provided for the periods covered in the Contract or Amendment(s).

14. RELATIONSHIP BETWEEN THE PARTIES:

It is expressly understood that in the performances of the services herein, the Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent contractor and not as officers, employees or agents of the County. Contractor shall be solely responsible to pay all required taxes, including but not limited to, all withholding social security, and workers' compensation.

15. AMENDMENT:

This Contract may be amended or modified only by written agreement of all parties.

16. ASSIGNMENT OF PERSONNEL:

The Contractor shall not substitute any personnel for those specifically named in its proposal unless personnel with substantially equal or better qualifications and experience are provided, acceptable to County, as is evidenced in writing.

17. JURISDICTION AND VENUE:

This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Marin County, California.

18. INDEMNIFICATION:

Contractor agrees to indemnify, defend, and hold County, its employees, officers, and agents, harmless from any and all liabilities including, but not limited to, litigation costs and attorney's fees arising from any and all claims and losses to anyone who may be injured or damaged by reason of Contractor's negligence, recklessness or willful misconduct in the performance of this contract..

19. COMPLIANCE WITH APPLICABLE LAWS:

The Contractor shall comply with any and all Federal, State and local laws and resolutions (including, but not limited to the County of Marin Nuclear Free Zone, Living Wage Ordinance, and Resolution #2005-97 of the Board of Supervisors prohibiting the off-shoring of professional services involving employee/retiree medical and financial data) affecting services covered by this Contract. Copies of any of the above-referenced local laws and resolutions may be secured from the County's contact person referenced in paragraph 20.

NOTICES below.

20. NOTICES:

This Contract shall be managed and administered on County's behalf by the Department Contract Manager named below. All invoices shall be submitted and approved by this Department and all notices shall be given to County at the following location:

Contract Manager: Jeff Wong

Dept./Location: CAO

Telephone No.: 415-499-6277

Notices shall be given to Contractor at the following address:

Contractor: Staubach Northern California, Inc.

Address: One Bush Street, Ste. 650

San Francisco, CA 94104

Telephone No.: 415-354-6900

20. ACKNOWLEDGEMENT OF EXHIBITS

	<input checked="" type="checkbox"/> <u>Check applicable Exhibits</u>	<u>CONTRACTOR'S INITIALS</u>
<u>EXHIBIT A.</u>	<input checked="" type="checkbox"/> <u>Scope of Services</u>	<u>JW</u>
<u>EXHIBIT B.</u>	<input checked="" type="checkbox"/> <u>Fees and Payment</u>	<u>JW</u>
<u>EXHIBIT C.</u>	<input type="checkbox"/> <u>Insurance Reduction/Waiver</u>	

IN WITNESS WHEREOF, the parties have executed this Contract on the date first above written.

APPROVED BY
COUNTY OF MARIN:

By: _____

CONTRACTOR:

By: [Signature]

Name: Tom Maloney, President, SNC, Inc.

Telephone No.: 925-944-2140

.....
COUNTY COUNSEL REVIEW AND APPROVAL (Only required if any of the noted reason(s) applies)

REASON(S) REVIEW:

- Contract Requires Board of Supervisors' Approval
- Standard Short Form Content Has Been Modified
- Optional Review by County Counsel at Department's Request

County Counsel: [Signature]

Date: 1-6-08

EXHIBIT "A"
SCOPE OF SERVICES (required)

Scope of Services (See below for more detail)

Phase I Strategic Planning & Capital Planning

- 1.1 Project Initiation
- 1.2 Analyze Various Project Delivery and Financing Alternatives, including Public/Private Partnerships
- 1.3 Client Review
- 1.4 Steering Committee Workshop

Phase II Project Delivery Plan

- 2.1 How Project will be Delivered
- 2.2 The Structure of Capital Financing Plan
- 2.3 Ownership Structure
- 2.4 Procurement Solicitation Structure
- 2.5 Communication and Outreach Plan

Phase III and IV will depend on the results of Phases I and II. These later phases would be submitted as part of an addendum.

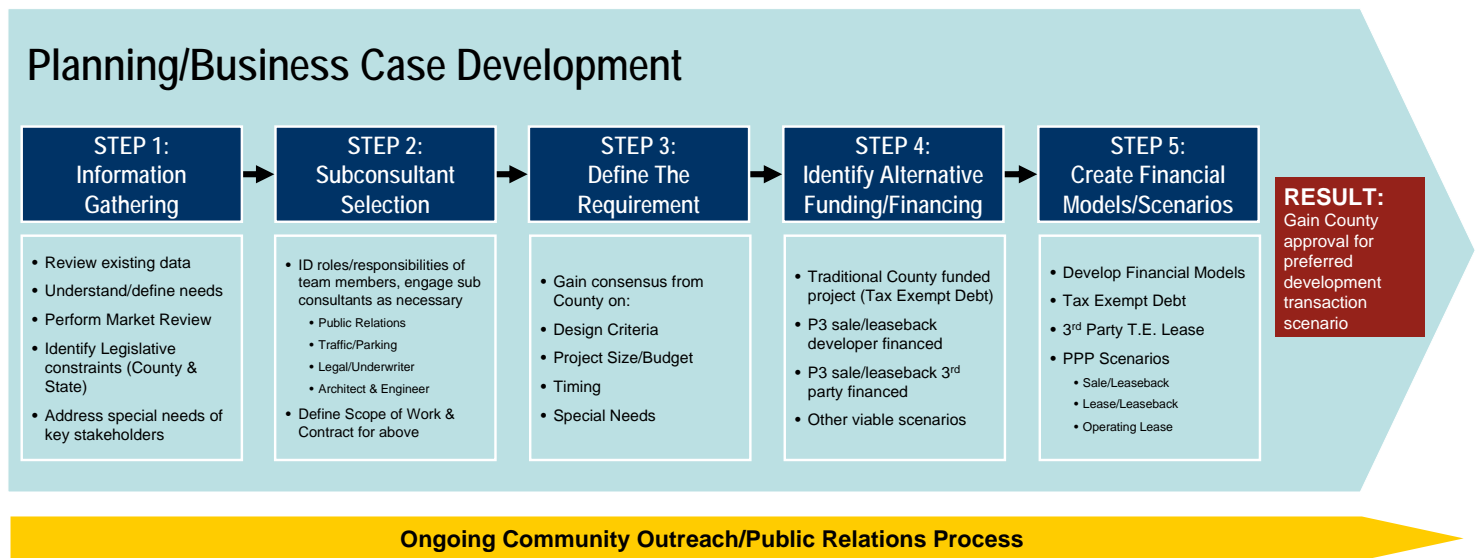
Phase III As Needed Additional Service – Management of the Selection Process

- 3.1 Finalization of Architectural Design Intent and Specifications for the Facility
- 3.2 Market Sounding for Interest and Feedback from Potential Development Partners
- 3.3 Finalization of Developer Solicitation Process
- 3.4 Support the County in Approval Process with Key Stakeholders
- 3.5 Support the Development of the Final Solicitation Package, Assuming Two Stage RFI / RFP Procurement Process
- 3.6 Market Solicitation of RFI to Potential Responders and Assistance in Short List Evaluation
- 3.7 Release RFP to Developers Short Listed from the RFI
- 3.8 Final Evaluation and Selection
- 3.9 Briefing County Officials & Assisting with Closing

Phase IV Needed Additional Service – Project Management

Detailed Description of Scope of Work

PHASE I STRATEGIC PLANNING



1.1 Project Initiation

Our first task will be to meet with the County’s representatives to clearly define and understand the projects’ goals and objectives, learn about key issues and challenges, and position ourselves as an extension of the County’s staff to help formulate the appropriate strategy. We propose the formation of a Steering Committee composed of key stakeholders and decision-makers. With this Steering Committee, we will establish project goals and “criteria for success” to determine which tasks should be prioritized. The historical background that the County can provide will be critical as we determine which issues and approaches to be the points of focus. We do not intend to duplicate the work or research provided by others, but to build upon existing data/information as we develop a comprehensive strategy to a successfully develop the Emergency Operations/Public Safety Facility.

Key Deliverables for step 1.1:

- Final Scope of Work and Project Schedule.
- Summary Statement of Project Goals and Vision.
- Preliminary meeting, communication plan and protocols.
- Provide sample project deliverables: Past Solicitations, Financial Modeling tools, Development Agreement examples, etc.

Goals for step 1.1:

- Establish a working relationship between the County’s Project Team and the Staubach team in a kick-off meeting.
- Understand the expectations and priorities of stakeholders, set project goals, and establish a decision-making and approval process and key project milestones.
- Finalize project scope, schedule and pricing and methodology.

1.2 Analyze Various Project Delivery and Financing Alternatives, including Public/Private Partnerships

County will submit the different program scenarios within 30 days of the signing of this contract.

Informed by a thorough review of past studies completed by the County and discussions with the County’s project team Staubach will provide a synopsis of various project delivery structures (including design, financing, ownership and operations) that might be appropriate for this project.

For each of the three program scenarios, Staubach will evaluate the most viable project delivery structures against a baseline delivery scenario that assumes the County finances, self develops and owns the project.

In this process, we anticipate looking at a variety of delivery methods including, but not limited to: design/build, design/build/finance, and design/build/finance/operate. We will also address various third party ownership models and lease/leaseback structures. We anticipate working very closely with the County's legal counsel and financial advisors in this phase of the project.

In addition to the above considerations, Staubach will analyze alternative revenue sources to offset the cost of the EOF. These will be focused around the benefits that can be derived by monetizing several county properties through dispositions, ground leases, or sale/leasebacks. The specific properties to be evaluated include:

- 920 Grand Ave.
- 120 North Redwood Drive
- 10 North San Pedro Rd.
- 20 North San Pedro Rd.

1.3 Client Review

Prior to presenting the findings to the Steering Committee a client review period will allow the County time to comment on the draft and suggest changes to the draft. In addition, it may be appropriate for us to hold meetings with appropriate County personnel when developing the business case. Following the receipt of those comments and changes the team will assemble the final Strategic Plan, including a Capital Financing Plan.

1.4 Steering Committee Workshop

Staubach will host a steering committee workshop to present the final Strategic Plan, which will describe all alternatives considered and include recommendations with a supporting business case. As appropriate and as requested, we will deliver briefings at any time, to any audience, in any format the County requests. We are experienced in presenting to top public officials, corporate executives and the press (if necessary), as well as any decision group that requires an up-to-the-minute update on the transactions progress.

Key Deliverables for steps 1.2 – 1.4:

1. Staubach will prepare a business case for the preferred alternative for the project. The business case will clearly describe the project delivery alternatives considered and summarize their respective merits, drawbacks and risks. At a minimum these will include:
 - a. An overall description of the project.
 - b. Statement of project goals and objectives.
 - c. Description of each scenario considered, with a summary of the quantitative and qualitative benefits and risks associated with each approach, including:
 - i. Impact on design and schedule.
 - ii. Impact on cost (including buy vs. lease analysis), considering both initial and life cycle costs, and value of private versus public sector contract and delivery methods including shortened project delivery times.
 - iii. Risk implications.
 - iv. Impact of various financing alternatives on each development scenario including tax exempt alternatives (such as IRS 63-20, COPS, etc).
 - v. Viability of each scenario under state and county statute and procurement regulations.
 - d. A summary description of various financing structures considered, including a comparison of their associated costs and risks, and the implication of taxable and tax exempt debt.
 - e. The overall impact on the project's cost that can be derived by monetizing several county real estate assets.

- f. The team's recommendation for a go forward strategy including ownership structure, transaction structure, opportunities for offsetting revenues, financing method, NPV cost evaluation and solicitation process.
 - g. A recommended strategy and schedule for running a solicitation process for architect and developer selection.
2. Internal workshop with County work team to review and evaluate alternatives and recommendations.
 3. Presentation to Steering Committee with recommendation for preferred delivery and capital financing alternative.

Goals for steps 1.2 – 1.4:

- Thoroughly analyze all viable options for project delivery.
- Thoroughly analyze benefits and risks associated with monetizing other County real estate assets to offset the cost of the new EOF
- Identify the preferred project delivery method that best meets the overall project goals.
- Provide a detailed business case to support the recommended alternative.
- Receive stakeholder approval for preferred project delivery alternative.
- Identify areas of risk that need to be addressed in the subsequent procurement process.

PHASE II PROJECT DELIVERY PLAN

Staubach will work with the County, including their architectural consultants and legal counsel, to develop a detailed project delivery plan to support the preferred project delivery alternative selected in Phase I. The delivery plan will be prioritized, and will have specific action steps detailing the most efficient and effective way to implement the recommendation. Although there will be some variances in the project delivery plan between each alternative, the greatest variance will depend on whether the alternative selected involves delivering the project through an internal public works structure or through some form of public/private partnership.

Regardless of the ultimate structure determined, at a minimum the Delivery Plan will include detailed descriptions of the following issues:

2.1 How the project will be delivered (Design/bid/build, Design/build, Design/build/operate, etc.)

1. Outline of the benefits/risks.
2. Description of the process.
3. Overall project schedule.
 - a) This overall schedule will outline major milestones and will integrate the related schedules for County approvals, project procurement solicitations, contract negotiations, financing, project design and construction and community outreach.

2.2 The Structure of Capital Financing Plan (County financed, developer financed, third party financing, blended financing etc.)

1. Outline of the benefits/risks.
2. Method of financing (bond, general fund, developer financed, tax exempt or taxable).
3. Anticipated value, process, timing and risk associated with monetizing other county real estate assets to off-set the cost of the new EOF
4. Process and schedule to implement.

2.3 Ownership Structure (County owned, lease/leaseback, sale/leaseback, etc.)

1. Outline of benefits/risks.
2. Financial and legislative analysis.

2.4 Procurement Solicitation Structure

1. Description of process and schedule.
2. Outline of the benefits/risks.
3. Marketing plan.
4. Evaluation plan.

2.5 Communication and Outreach Plan

1. Identification of key stakeholders and constituencies.
2. Risk analysis and mitigation plan.
3. Community outreach plan and schedule.
4. Stakeholder outreach plan and schedule.
5. Conduct 2 to 3 community outreach meetings to discuss key elements of the project recommendations, including other scenarios considered and the business case supporting the recommended strategy.

Goals:

- Provide a comprehensive project delivery plan that clearly defines the goals, process, structure, schedule and resources required to implement the preferred alternative.
- Provide all documentation and analysis in support of the preferred alternative.

Key Deliverables:

- A standalone Project Delivery Document
- Community Outreach activities

EXHIBIT "B"
FEES AND PAYMENT SCHEDULE (required)

Fees and Payment

Phase I	Mobilization, Strategic Planning and Capital Planning	
	Estimated compensation including expenses	\$165,000
Phase II	Project Delivery Plan	
	Estimated compensation including expenses	\$30,000

Hourly Staff Rates

Senior Advisor	\$275/hour
Design and Construction Advisory	\$210/hour
Associate Advisor	\$200/hour
Administrative Support	\$ 90/hour

Contract Termination

In the event that the contract is terminated prior to completion of work, the contractor will be paid up the work performed based on hours spent per each phase of the project. Contractor will provide documentation of the amount of hours used by each staff category to the County and fee amount based on the hourly rates listed above.

Future Phases

Because the complexity and level of effort required of Staubach in Phase III. Management of the Selection Process and Phase IV. Project Management will vary with the alternative delivery method selected, we are not presenting a price structure for those Phases at this time.

If Staubach's performance of Phase I and Phase II is satisfactory to the County, at the option of the County, the parties may negotiate in good faith an appropriate Scope of Services and Fee Payment Schedule for Phase III and IV once the County has selected a Final Project Delivery Plan at the conclusion of Phase II.

The Fee and Payment Schedule for Phases III and IV may include the concept of rebate of a portion of the Fees earned and paid to Staubach for Phases I and II.

Project Schedule
Marin County , Emergency Operations Facility Project

PROJECT SCHEDULE

Phase	Week	26-Feb	4-Mar	11-Mar	18-Mar	25-Mar	1-Apr	8-Apr	15-Apr	22-Apr	29-Apr	6-May	13-May	20-May	27-May	3-Jun	10-Jun	17-Jun	24-Jun	1-Jul	8-Jul	15-Jul	
1 Mobilization																							
1.1	Project Initiation Meeting	○																					
1.2	Data Gathering & Review																						
1.3	Work team session #1					○																	
1.4	Stakeholder presentation of team and workplan						○																
2 Strategic Planning																							
2.1	Establish communication plan																						
2.2	Individual Stakeholder Interviews																						
2.3	Legislative analysis of various transaction and financing structures																						
2.4	Establish structure of financial model (s)																						
2.5	Reivew/update of facilities program/costs for 3 bldg scenarios																						
2.6	Analyze value range and options for monetizing other County R/E assets																						
2.7	Analyze various transaction structures (function, finance, ownership, time, risk)																						
2.8	Draft Scenario Evaluation & Financial Analysis														▲								
2.9	Client Review of draft strategic plan														★								
2.10	Presentation of strategic plan to Steering committee																						
2.11	Community and Board presentations. Board approval of recommended scenario and next steps														○								
2.12	Final Strategic Plan (summary of goals, analysis, scenarios considered, recommendations and proposed next steps)													○	◆								
3 Project Delivery Plan																							
3.1	Document Capital plan including goals, process and evaluation methodology																						
3.2	Outline Architectural selection plan, including goals, process and evaluation methodology																						
3.3	Outline developer/contractor selection plan, including goals, process and evaluation methodology																						
3.4	Establish County approval process and schedule																						
3.5	Draft Community Outreach plan																						
3.6	Create draft project delivery plan																						
3.7	Steering Committee Workshop																						
3.8	Board Presentation																						
3.9	Community presentation																						
3.10	Final Project Delivery Plan for selected scenario																						◆
4 Procurement																							

- On - Site Meeting / Presentation
- ▲ Draft Deliverable
- ★ Client Review
- ◆ Final Deliverable

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/05/08

PRODUCER Wachovia Insurance Services, Inc. 5956 Sherry Lane Suite 2000 Dallas, TX 75225-6531 214 365-9150	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED The Staubach Holdings, Inc. Attention: Sandy Barksdale 15601 Dallas Parkway, Suite 400 Dallas, TX 75001	INSURER A: Hartford Casualty Insurance Company	29424
	INSURER B:	
	INSURER C: Twin City Fire Insurance Company	29459
	INSURER D: Illinois Union Ins. Co.	27960
	INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	46UUNUX2171	12/28/07	12/28/08	EACH OCCURRENCE	\$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
						MED EXP (Any one person)	\$10,000
						PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$2,000,000
						PRODUCTS - COMP/OP AGG	\$2,000,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	46UUNUX2171	12/28/07	12/28/08	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN EA ACC AGG	\$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
							\$
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	46WBGD0155	12/28/07	12/28/08	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
						E.L. EACH ACCIDENT	\$1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$1,000,000
						E.L. DISEASE - POLICY LIMIT	\$1,000,000
D		OTHER Professional	G21648085002	06/30/07	06/30/08	Retention: \$250,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

**** Named Insured Listing ****

Staubach Holdings, Inc.
The Staubach Company
Staubach Airport Management, Inc.
 (See Attached Descriptions)

CERTIFICATE HOLDER

County of Marin
 3501 Civic Center Drive
 Room 421
 San Rafael, CA 94903

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

DESCRIPTIONS (Continued from Page 1)

DTZ Staubach Tie Leung
Staubach Global Services - RR, Inc.
The Staubach Company - Los Angeles, Inc.
The Staubach Company - Southwest, Inc.
Staubach Investment Sales, Inc.
Staubach Capital Markets, Inc.
Staubach Corporate Finance, Inc.
Staubach Assets, Inc.
Staubach Advisory Services, Inc.
The Staubach Company - Carolinas, LLC
The Staubach Company - Raleigh, LLC
The Staubach Company -Florida Holdings Limited Partnership
The Staubach Company - Tennessee, LLC
The Staubach Company - South Florida, LLC
Blaren, LLC
The Staubach Company - Central Texas, LLC
Staubach Commercial Services - SoCal,Inc.
The Staubach Company - New Jersey, LLC
The Staubach Management Company of New Jersey, LLC
The Staubach Company of New York, LLC
The Staubach Company - Northeast, Inc.
Staubach Master Lease, Inc.
The Staubach Company of New England, LLC
The Staubach Company of Pennsylvania, Inc.
Staubach Governmental Services, Inc.
The Staubach Company -West Advisory, Inc
Staubach Arizona, LLC
Staubach Bay Area Inc.
Staubach Northwest, LLC
Staubach-Northern California, Inc.
The Staubach Company-Southeast
The Staubach Company-Front Range, LLLP
SC-FR, LLC
The Staubach Company - Minnesota, Inc.
The Staubach Company - Houston, LLC
Staubach Midwest LLC
Staubach Midwest Contruction Services LLC

The County of Marin is additional insured on the General Liability (Policy # 46UUNIX2171)and Auto policies where required by written contract, but only with respect to liability arising out of the operations of the Named Insured.