

**COUNTY OF MARIN
MUIR WOODS PUBLIC BUS SHUTTLE SERVICE AGREEMENT**

THIS AGREEMENT is made and entered into this 28th day of March, 2006 by and between the COUNTY OF MARIN, hereinafter referred to as "County" and the GOLDEN GATE BRIDGE HIGHWAY AND TRANSPORTATION DISTRICT, hereinafter referred to as "Bridge District".

RECITALS:

WHEREAS, by letter dated March 1, 2006, the County of Marin requested the Bridge District to operate a public bus shuttle service to the Muir Woods recreation area in Southern Marin County to be operated during the summer of 2006 as the second year of a three-year demonstration project;

WHEREAS, Bridge District and County staff developed a proposal for providing summer 2006 demonstration bus transit service, a copy of which is attached and incorporated herein by reference as Exhibit 1;

WHEREAS, the Bridge District is empowered to provide public transportation service within Marin County and has provided regional and local public bus service since 1971 and is willing to participate in the County's demonstration shuttle service project.

NOW, THEREFORE, in consideration of the covenants and conditions set forth below the parties agree to the following:

1. SCOPE OF SERVICES:

The Bridge District agrees to provide public bus shuttle service between the Marin City Transit Hub and the Muir Woods recreation area described in Exhibit 1. The buses to be used will consist of five to six 30' or 35' narrow width buses that will be specially marked and detailed for this service. Bridge District will lease additional buses as required, and arrange for vehicle preparation and maintenance. The Bridge District will also provide marketing and public information materials concerning the demonstration project, as described in Exhibit 1. These services shall hereinafter be referred to as the "Muir Woods Shuttle". It is understood that the Bridge District will not be providing complementary paratransit services as part of the Muir Woods Shuttle; however, it is understood that the Marin County Transit District will provide such services, which will be reimbursed by the County.

2. FEES:

The fees for furnishing the Muir Shuttle shall be based on the service cost and cost estimate detail included in Exhibit 1. The maximum cost for the Muir Shuttle is \$133,217.

3. PAYMENT:

Bridge District will submit monthly invoices detailing the services provided in accordance with the hourly operating cost rates and other costs set forth in Exhibit 1. The fees for services under this Agreement shall be due within thirty (30) calendar days after receipt by County of an invoice covering the services rendered. The source of funding by the County for this work is a federal Transportation and Community and System Preservation Program grant.

4. CONTRACT PERFORMANCE TIME:

Service on the Muir Shuttle will begin May 27, 2006 and terminate September 4, 2006.

5. TERM:

The term of this Agreement shall commence as of the date first written above ("Effective Date") and shall terminate September 4, 2005 ("Expiration Date"), unless earlier terminated pursuant to Section 12 below, or modified by agreement of the parties.

6. INSURANCE AND INDEMNIFICATION:

The County shall be named as an additional insured relative to the operation of the Muir Shuttle on all applicable Bridge District liability policies that may be in effect during the term of the Agreement. Bridge District shall have no obligation to obtain liability insurance, and may elect instead to continue its current program of self insurance.

Bridge District agrees to indemnify, hold harmless and defend the County against any action, claim or liability, including, but not limited to, litigation costs and reasonable attorneys' fees which County may incur as a consequence of this contract and from any and all claims or losses to anyone who may be incurred or damaged by reason of Bridge District's willful misconduct or negligent performance under this Agreement. Bridge District shall not be obligated hereunder to indemnify the County with respect to the negligence or willful misconduct of the County.

7. FARES:

As determined by County, a nominal fare will be charged for customers using the Muir Shuttle, in order to encourage use of the service and to alleviate traffic and parking congestion. Accordingly, the Bridge District will collect and account for this fare revenue. Fare revenue will be credited against District expenses in District's monthly invoices.

8. SUBCONTRACTING:

The Bridge District anticipates providing the Muir Woods Bus Shuttle Service with its own forces. The Bridge District will not subcontract nor assign any portion of the work under this Agreement without prior written approval of the County.

9. ASSIGNMENT:

The respective rights, responsibilities and duties of each party under this Agreement may not be transferred or assigned without the express prior written consent of the other party.

10. BOOKS OF RECORD AND AUDIT RIGHTS.

Bridge District shall maintain on a current basis complete books and records relating to this Agreement. Bridge District will permit County to audit books, accounts or records relating to this Agreement during regular business hours upon request. If County objects to any amount on an invoice or seeks to audit that period of activity, County shall set forth, in writing, its objection or its request for an audit with sufficient specificity for the Bridge District to meaningfully respond.

11. INDEPENDENT CONTRACTOR:

Bridge District shall render the services under this Agreement to County as an independent contractor and not as an employee or agent. Nothing contained in this Agreement shall be

construed to create an employment relationship between the County and the Bridge District or between the County's and the Bridge District's employees. Bridge District shall exercise its own judgment as to the persons it retains to provide the services and shall have the fullest discretion as to the methods and means of operation, subject to the County's authority to determine the scope of service to be provided and to pursue alternative service delivery strategies with other service providers.

12. TERMINATION:

- A. If the Bridge District fails to provide the services required under this Agreement or otherwise fails to comply with the terms of this Agreement, or violates any ordinance, regulation or other law which applies to its performance herein, the County may terminate this Agreement by giving five (5) calendar days written notice to Bridge District.
- B. The Bridge District 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 Bridge District has no control.
- C. Either party hereto may terminate this Agreement for any reason by giving thirty (30) calendar days written notice to the other. Notice of termination shall be by written notice and be sent by registered mail.
- D. In the event of termination not the fault of the Bridge District, the Bridge District shall be paid for services performed to the date of termination in accordance with the terms of this Agreement.

13. AMENDMENT:

This Agreement may be amended or modified only by written agreement of both parties.

14. JURISDICTION AND VENUE:

This Agreement 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.

15. COMPLIANCE WITH APPLICABLE LAWS:

The Bridge District shall comply with any and all applicable federal, state and local laws affecting the services covered by this Agreement.

16. NOTICES:

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

Saaïd Fakharzadeh, Assistant Director
Marin County Department of Public Works
P.O. Box 4186
San Rafael, CA 94913-4186

Notices shall be given to Bridge District at the following address:

Celia G. Kupersmith
Golden Gate Bridge, Highway & Transportation District
Box 9000, Presidio Station

San Francisco, CA 94129-0601

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

COUNTY OF MARIN

**GOLDEN GATE BRIDGE HIGHWAY
AND TRANSPORTATION DISTRICT**

By: _____
PRESIDENT, Board of Supervisors

By: _____
PRESIDENT, Board of Directors

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
COUNTY COUNSEL

By: _____
ATTORNEY FOR DISTRICT

EXHIBIT 1
PROPOSAL TO MARIN COUNTY FOR GGT OPERATION OF THE MUIR WOODS SHUTTLE
(SUMMER SEASON 2006)

By letter dated March 1, 2006, the District has been asked by Marin County Department of Public Works to operate the second year of a three year demonstration shuttle service by Golden Gate Transit (GGT) to the Muir Woods recreation area in southern Marin County. This shuttle is to operate weekends and holidays between Memorial Day weekend (May 27, 2006) and Labor Day (September 4, 2005), plus Monday July 3, 2006. The County may elect to continue this demonstration for one subsequent summer seasons. Because of the steep grades and narrow, winding roads along the proposed alignment (similar to that served by existing GGT Route 63 to Stinson Beach), the service must be operated by a smaller transit bus (30' to 35' long by 96" wide) that seats approximately 27 to 37 passengers. GGT presently has four of these buses in the fleet but some of these are already needed for other routes. Marin County has indicated a willingness to pay the lease costs for additional smaller buses that GGT would need to acquire in order to operate this service.

In addition to operating the bus service, the County has asked the District to provide marketing and public information materials for this new service. Information signage provided by GGT would be limited to bus stops.

The various elements of this proposal are described below. These include service description, service cost, vehicle lease costs, and marketing/public information costs. Following this general information, a more detailed cost estimate is provided.

Service Description/Design

The shuttle would begin at the Marin City Transit Hub, serve park-and-ride facilities at and adjacent to the current Manzanita lot, and then operate nonstop to Muir Woods via Shoreline Highway (SR 1) and Muir Woods Road. One of the main objectives of the shuttle will be to divert Muir Woods visitors from driving through the use of park-and-ride opportunities at Marin City and Manzanita. Regional transit connections will also be possible at Marin City, but this is not the primary market. The service will operate on a reduced fare basis to encourage use. The proposed service would be a weekend/holiday only service at 30-minute frequencies. The service would begin at 9:30 a.m. to allow arrivals at Muir Woods for 10:00 a.m. and would extend until roughly 6:30 p.m.

An operating schedule has been prepared with an estimate of the daily and total service hours required. Approximately 25 minutes running time is needed to operate between Marin City and Muir Woods under optimal traffic conditions. Due to variability in traffic conditions, additional "recovery" time was built in at both endpoints of the service to allow for traffic delays and to allow the buses to "cycle" at regular intervals. A 30-minute frequency requires three buses. More detailed information is provided in Attachment "A".

Service Cost

Operating costs have been estimated using hourly cost rates in the Local Service contract between the District and the Marin County Transit District, effective May 1, 2006. These hourly rates include all direct costs associated with operating service, including wages and fringes for drivers, road supervisors, dispatchers, mechanics/servicers, direct support staff associated with those functions, plus fuel, tires, and parts. There is also a 5% factor for general administration (overhead) included in the hourly rate. The current GGT bus cost estimation methodology estimates costs for weekday peak periods, weekday off peak periods and weekend/holiday service. Weekday peak periods are defined as between 6:00 and 10:00 a.m. and 3:00 to 7:00

p.m. Weekdays off peak periods are before 6:00 a.m., between 10:00 a.m. and 3:00 p.m. and after 7:00 p.m. Although the majority of service under this agreement is costed at the weekend/holiday hourly rate, service on Monday July 3, 2006 is a regular weekday service day for Golden Gate Transit and weekday peak and off peak cost rates will apply

The operating cost rates per hour of service are:

	<u>FY '07 Cost Per Hour</u>
Weekday Peak	\$126.53
Weekday Off Peak	\$ 96.82
Weekend/Holiday	\$ 99.96

Vehicle Lease and Preparation Costs

Operation of the Muir Woods service requires a smaller vehicle due to the narrow, winding roads that the proposed route would follow. Golden Gate Transit presently has four 30-foot narrow width buses in its fleet and an additional two buses of this type would be needed. GGT staff conducted a wide search of transit agencies in California and Nevada to locate additional vehicles and ultimately located vehicles through a leasing firm in Southern California. The monthly lease cost for this vehicle has been quoted at \$2,375 per month per bus. Although the proposed operation of the Muir Woods shuttle is about 3 months and one week, GGT staff is requesting a four-month lease of these buses to allow for driver training and vehicle preparation. The buses that are available for lease are presently in another operator's colors. To prepare the lease vehicles for service will require striping and detailing, estimated at \$550 per bus. The lease buses have otherwise been well maintained and should be ready to enter service.

Marketing/Public Information Costs

As was done for summer 2005, marketing and public information efforts associated with the operation of this shuttle are very important. The marketing budget has been significantly increased for summer 2006 and is based on experience from last year that required reprinting the schedule brochure twice. This year's marketing effort will include production of a larger quantity of schedule brochures, with seventeen thousand copies being produced. In addition, GGT Marketing and Communications staff will prepare newspaper ads and posters. The newspaper ads will run up to four times in several different publications. Posters to publicize the service can be put up at major boarding locations or distributed to various groups that direct tourist traffic to Muir Woods such as tourist and visitor's bureaus or chambers of commerce. Finally, this year's budget includes some small items that will carry the Muir Woods logo including schedule holders and magnets. The total estimated cost of marketing and public information efforts as described is approximately \$15,500.

Cost Estimate

The total cost estimate for the proposed Weekend/Holiday service at 30-minute frequencies is **\$133,217**.

More detail on this cost estimate is provided in Attachment "A".

EXHIBIT 1 – ATTACHMENT A

COST ESTIMATE DETAILS FOR THE MUIR WOODS SHUTTLE SERVICE – YEAR 1

Weekend/Holiday Service at 30-minute Frequencies plus Service on Monday July 3, 2006

1. Operating Cost is based on:
 - 33 weekend/holiday days between May 27 and September 4
 - 28.5 weekend/holiday hours per day @ \$99.96 per hour \$ 94,012
 - One weekday (Monday July 3)
 - 11.75 weekday peak hours per day @ \$126.53 per hour (\$1525)
 - 16.75 weekday off-peak hours per day @ \$96.82 per hour (\$1613) \$ 3,138

 2. Vehicle Lease and Preparation Costs:
 - Three buses plus one spare are needed to operate this service
 - This option requires two additional buses to be leased
 - (@ \$2,375 per month for four months) \$ 19,000
 - Vehicle preparation costs (\$550 per bus) \$ 1,100

 3. Marketing/Public Information Costs: \$ 15,500
- Total Cost = \$133,217**