



(For Board Meeting of January 13, 2006)

SUMMARY OF RECOMMENDATIONS
MEETING OF THE FINANCE-AUDITING COMMITTEE
THURSDAY, JANUARY 12, 2006
(CHAIR J. DIETRICH STROEH)

Item No. 1

Authorize execution of a Program Supplement to the Master Agreement with the State of California, Department of Transportation for federal funds available to support the Golden Gate Bridge Seismic Retrofit Project, Phase IIIA.

Action by the Board – Resolution

Item No. 2

Approve a five-year Agreement with the Marin County Transit District for Marin local bus service and regional paratransit service, effective May 1, 2006 through June 30, 2011, with terms as outlined in the staff report.

Action by the Board – Resolution

Item No. 3

Approve a two-month extension to the Agreement with the Marin County Transit District for intercounty paratransit service for FY 05/06, at the same cost and service arrangement as the current Agreement, effective May 1, 2006 through June 30, 2006, as outlined in the staff report.

Action by the Board – Resolution

Item No. 4

Approve a new regional bus fare for travel between the East Bay and San Francisco and between the East Bay and Sonoma County, as outlined in the staff report, effective January 15, 2006; and, amend Master Ordinance 2005 accordingly.

Action by the Board – Ordinance

SUMMARY OF RECOMMENDATIONS
MEETING OF THE FINANCE-AUDITING COMMITTEE OF JANUARY 12, 2006
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Item No. 5

Authorize the setting of public hearings in each of the three counties of Marin, Sonoma and San Francisco, at locations and times outlined in the staff report, for the purpose of receiving public comment on a proposal to establish a five-year fare program to increase bus, ferry and paratransit fares by five percent annually in order to meet operating expenses, beginning July 1, 2006, with the understanding that all public hearings will be immediately preceded by a two-hour informational open house conducted by staff to provide the public with background and context for the proposed five-year fare program.

Action by the Board – Resolution

Item No. 6

Authorize award of Contract No. 2006-D-3-CMAS, *SAN Implementation*, to CIBER, Inc., in the amount of \$236,000 for consulting and maintenance services, as well as backup/recovery/storage hardware and software; and, authorize a budget increase in the FY 05/06 District Division Capital Budget in the amount of \$59,000 and a budget transfer from the FY 05/06 District Division Operating Budget to the FY 05/06 District Division Capital Budget in the amount of \$97,000.

Action by the Board – Resolution



Agenda Item No. 2.a.

To: Finance-Auditing Committee/Committee of the Whole
Meeting of January 12, 2006

From: Nina Rannells, Capital and Grant Programs Manager
Joseph M. Wire, Auditor-Controller
Celia G. Kupersmith, General Manager

Subject: **AUTHORIZE EXECUTION OF PROGRAM SUPPLEMENT TO MASTER AGREEMENT WITH THE STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION FOR FEDERAL FUNDS AVAILABLE TO SUPPORT THE GOLDEN GATE BRIDGE SEISMIC RETROFIT PROJECT, PHASE IIIA**

Recommendation

The Finance-Auditing Committee recommends that the Board of Directors authorize the President of the Board of Directors to execute a Program Supplement to the Administering Agency-State Master Agreement for Federal-Aid Projects with the State of California, Department of Transportation (Caltrans) for federal funds available to support Phase IIIA of the Golden Gate Bridge, Seismic Retrofit Project.

This recommendation will be presented to the Board of Directors at its January 13, 2006, meeting for appropriate action.

Summary

Phase IIIA of the Golden Gate Bridge, Seismic Retrofit Project involves the retrofit of the north anchorage housing and north and south pylons. Staff has worked closely with Caltrans over the past several years to ensure project compliance with FHWA requirements and receive federal authorization to proceed with the project. Federal authorization to proceed with Phase IIIA construction has been obtained and the District must now execute a Program Supplement to the Administering Agency-State Master Agreement for Federal-Aid funds in order to access grant funds secured to support this project. A resolution authorizing execution of this agreement is a required component of this grant contract.

Fiscal Impact

There is no fiscal impact associated with this item. Federal funds in the amount of \$48,090,852 are available to support this Phase IIIA seismic retrofit construction project.



Agenda Item No. 3

To: Finance-Auditing Committee/Committee of the Whole
Meeting of January 12, 2006

From: Joseph M. Wire, Auditor-Controller
Celia G. Kupersmith, General Manager

Subject: **APPROVE A FIVE-YEAR AGREEMENT WITH THE MARIN COUNTY
TRANSIT DISTRICT FOR MARIN LOCAL BUS SERVICE**

Recommendation

The Finance-Auditing Committee recommends that the Board of Directors approve a 62-month contract agreement with the Marin County Transit District governing provision and payment for local bus and paratransit services, effective May 1, 2006, through June 30, 2011. Key terms of the contract are highlighted in the background section of this report.

This recommendation will be presented to the Board of Directors at its January 13, 2006, meeting for appropriate action.

Background

As directed, District staff have met regularly with staff from the Marin County Transit District (MCTD) over the past ten months to negotiate a long-term contract for the provision of fixed route and paratransit services within Marin County. Guiding principles for these negotiations were:

- Develop a sustainable long-term relationship that addresses the financial needs and constraints of both agencies.
- Develop a contract that continues to allow passengers to move seamlessly between the regional and local service routes.
- Develop a contract that addresses issues remaining from the current contract.
- Ensure transparency of costs and revenue sharing throughout the life of the contract.

The District and MCTD are currently operating under an 18-month contract for the provision of local fixed route and paratransit services. This contract was approved by each agency after extensive review and discussion of the relationship, the service, and the costs of those services.

During the first twelve months of the contract period (November 2004 through October 2005), both agencies examined opportunities to address the long-term sustainability of the transit

network within Marin County. The outcome of this examination is a recommendation to enter into a five- year contract with MCTD.

These negotiations have been complex and difficult at times but were eased by the quality of hard work undertaken by District Board members and Marin County Supervisors in developing the current 18-month contract. The proposed five-year contract builds on their successes. With this recommended agreement, the 30-year history of coordinated transit service continues with an agreement that works to the advantage of transit riders. It also lays the ground work for further refinements in future agreements if the agencies decide to continue the relationship beyond this five-year period. The recommended agreement also provides flexibility to the District and MCTD to refine and grow their transit operations as they wish. Each agency has full ownership of its network of routes and services and the combined network functions seamlessly to the benefit of the transit user. Through this contract, a stable and reliable transit network of local and regional services come together to serve both residents and other travelers within Marin County.

This proposed five-year contract is structured to coincide with our July – June fiscal year so that the actual term of the contract is a total of five years plus two extra months (May and June, 2006). Throughout this agenda report, the contract will be referred to as a “five-year agreement”. A copy of the recommended contract and its five attachments, A – E, are included with this agenda report. The recommended agreement deals with the provision of intra-county bus service that the District will provide as a contractor to MCTD. The agreement also includes a set of principles that deal with issues of responsibility for provision of complementary ADA paratransit services. Due to the need to work directly with the service contractor, Whistlestop Wheels, on an annual basis to develop an operating contract, a second contract dealing exclusively with provision of the complementary ADA paratransit service will be brought forward each year of this five-year agreement.

Guiding the negotiations by District staff and MCTD staff was a commitment to dealing with several outstanding issues remaining from the first contract’s negotiations. These included:

- transfer of ownership of four transition routes.
- transparency of methods for determining costs and revenue allocations.
- funding and management of ADA paratransit service necessitated by operation of regional routes through Marin County.
- funding for capital projects and equipment.
- provision for operation of small buses on some local routes.
- affordability by each agency in light of plans to refine and grow the local transit network.

In summary, the agreement presents a five-year plus two months contract beginning May 1, 2006, and ending June 30, 2011. The contract includes a requirement that negotiations to either continue the contractual relationship or terminate it at the end of the contract period, be completed by January 1, 2010. This way, each agency has a full eighteen months to implement whatever is ultimately decided as the best continued course of action. Additionally, during the life of the contract, either agency can decide to end the contractual arrangement upon 18-months notice.

During this five-year agreement, MCTD will pay an average hourly rate of \$110.69 in FY 2006/2007 with a five percent increase each year of the five-year contract. The first year's rate would be paid beginning May 1, 2006, through June 30, 2007, for a total of 14 months. It is estimated that the \$110.69 per hour with its annual increases will yield an average payment to the District of more than \$6 million annually. This hourly rate is based on the costs being experienced by the District in the current fiscal year and then increased by five percent to establish the first year's rate in the new contract. At the conclusion of the current contract, there will be a reconciliation of revenues and expenses that will close out the contract and allow both agencies to move forward cleanly into the new contract period.

MCTD will be responsible for 26 bus routes, all of which begin and end within Marin County's boundaries. This number includes the four "transition routes" identified in the 18-month contract and all school services. By virtue of their ownership of these local routes, MCTD will have full responsibility for determining routes, schedules, fares, and operating policies associated with these routes. Concurrently, the District will own and be responsible for a system of 27 regional routes which operate both in and outside of Marin County.

The average hourly rate will be paid for a baseline number of hours of service totaling 122,736 hours. If over the life of the agreement, extraordinary cost increases occur that are not within the control of the District such as fuel prices, insurance costs, or new legislative or regulatory requirements, both agencies agree to meet and determine how to pay for the extra costs associated with their service.

During the life of the five-year agreement, MCTD expects to both add and possibly delete or reconfigure their services. The \$110.69 per hour rate will apply to a baseline number of hours of service totaling 122,736 hours. If hours of service are added in the future that go beyond the baseline number, MCTD will be charged a rate that reflects both the time period in which the service is operated (peak vs. non-peak vs. weekend service with peak hour service being the most expensive) and the size of vehicle used to provide the service. If a small bus that is less than 25-feet in length and with seating capacity of 22 passengers or less is used, the hourly rate is discounted by 25%. If a larger articulated bus is used, the hourly rate is increased by 25%. If service hours are decreased below the baseline amount of 122,736 hours, the amount in savings credited to MCTD will reflect the average hourly rate in use that year of the contract.

Please note that the average hourly rate of \$110.69, developed through the negotiation process, is based on the assumption that 35% of the total annual hours of service will be provided using either small buses (25%) or articulated buses (10%) at the corresponding lower or higher hourly rates referenced in the paragraph above. The remaining 65% of the total service hours are assumed to be provided by our standard sized buses at the base hourly rate of \$115. Combining these assumptions yields the average hourly rate of \$110.69 per hour.

Local bus service will be paid for by MCTD through continuation of the current method of allocating revenues included in the current 18-month contract. In this approach, MCTD is credited with all fare revenue collected on local bus routes. MCTD is also credited with a percentage of all other revenues, such as transit advertising, received due to the provision of their bus service. This amount is based equally on the number of hours of local service provided as a percent of the total and the number of passengers carried as a percent of the total number of

passengers carried on both local and regional routes. This results in an estimated average of 36% of all non-fare revenue being credited to MCTD based on current service levels over this five-year period. The remaining amount required for the local services will be funded through transit-related proceeds from Marin County's Measure A, passed in November 2004.

MCTD will also be responsible for capital costs related to local service. For any capital equipment purchased exclusively for use on local routes, MCTD will pay the full amount needed to match federal, state, and regional funds available to use for the purchase. For revenue service equipment needed to support both the local and regional services, each agency will pay its fair share of the local match requirement based on the number of miles traveled by its routes as a percent of the total system-wide number of miles traveled. At the conclusion of the contract, MCTD will determine if they want to take ownership of any revenue vehicles they have paid for, either in whole or through a combination of many "pieces" of shared buses. If they choose not to take ownership of these vehicles, the District will retain ownership. When the District sells any buses purchased with MCTD matching funds, MCTD will receive any sale proceeds not required to be reimbursed to the Federal Transit Administration. The contract also provides for a consistent annual payment amount by MCTD for all its non-revenues service capital needs.

Other key facets of the recommended contract with MCTD require one annual joint meeting of MCTD and the District so that policy issues associated with both the local and regional service can be discussed. Staff will meet on a monthly basis to review both financial and operating information associated with the service. MCTD and District staff will develop a list of standard performance measures that will be used to monitor service quality, effectiveness and efficiency. At the end of each fiscal year, there will be a reconciliation of hours of service provided and revenues generated throughout the previous year.

In summary, the recommended contract is supported by staff of both organizations. It meets the goals established at the start of the process and addresses issues outstanding from the first 18-month contract. Best of all, it provides a seamless transit network that helps reduce congestion, improve air quality, and aid in the ease of travel by individuals throughout the county.

Fiscal Impact

The total cost of local bus transit service during the five-year plus two-month agreement period is projected to be approximately \$80 million. When all fare and non-fare revenues are credited against this amount, the total amount to be paid to the District based on current service levels is anticipated to be \$35 million, averaging more than \$6 million per year for each of the five years. This amount may change if MCTD service hours are added or deleted over the life of the contract.

- Attachments: Main Contract Document
- Attachment A: Contract Principles
 - Attachment B: List of Routes
 - Attachment C: Costs
 - Attachment D: Revenues and Subventions
 - Attachment E: Capital Expenses

**AGREEMENT FOR INTRA-COUNTY PUBLIC BUS
TRANSIT SERVICE IN MARIN COUNTY**

THIS AGREEMENT, made and entered into as of this _____2006, by and between the MARIN COUNTY TRANSIT DISTRICT (hereinafter referred to as "Transit District") and the GOLDEN GATE BRIDGE, HIGHWAY AND TRANSPORTATION DISTRICT (hereinafter referred to as "Bridge District").

RECITALS

A. Chapter 805 of the Laws of 1969, State of California (codified commencing at Sections 27550 et seq. of the California Streets and Highways Code), provides that Bridge District may study, construct, acquire, improve, maintain and operate transportation systems, and further requires Bridge District to determine the amount that any county receiving intra-county benefits from Bridge District's operation of such systems should contribute toward such operation.

B. Transit District is a public agency established pursuant to the provisions contained in and commencing at Sections 70000 of the California Public Utilities Code, which, among other things, authorize Transit District to contract or otherwise provide for the operation of public transit services within or partly without its boundaries.

C. Since 1971 Bridge District has provided fixed route bus services within the County of Marin pursuant to a series of agreements between the Bridge District, the Transit District and the County of Marin.

D. In accordance with its statutory mandate, the aforementioned agreements have determined the benefits attributable to the provision of intra-county bus transit services, including identification of responsibilities and procedures for determining local transit service levels and attendant passenger fares, methodologies for the allocation of costs attributable to the provision of local transit services and allocation of revenues derived from fares and subvention sources as between regional and local bus transit services.

E. By reason of a fiscal emergency caused in large part by negative prevailing trends in the economy and increased security and bridge maintenance expenses, Bridge District, in collaboration with Transit District and the County of Marin, significantly reconfigured both regional and local transit services in a coordinated fashion. Specifically, an approximate 22% reduction in overall bus transit service levels was implemented on November 2, 2003, following extensive public outreach, public hearings and collaborative discussions between the parties to this agreement.

F. Subsequent to November 2, 2003, the parties have engaged in extensive and collaborative discussions and negotiations aimed at finalizing a new multi-year agreement for intra-county bus transit services. The goal enunciated by the parties was to develop a methodology for allocating both costs and revenues attributable to provision of local transit

services that would result in a more transparent, accountable system. Additionally, in anticipation of increasing demand for local transit services within Marin County, Transit District and other public agencies in Marin County identified the need to develop a new local revenue source to support the bus system.

G. As a result of these discussions and negotiations, a new 18-month agreement for intra-county public bus service in Marin County (“The New Agreement”), covering the term from November 2, 2003, through April 30, 2006, was executed on December 8, 2004.

H. The New Agreement resolved various key issues having both short-term and long-term significance, including:

(1) An agreed upon methodology for defining bus transit routes as being either regional or local in nature, coupled with an agreement that Transit District shall have full authority and responsibility in decisions involving local routes (including authority over service levels and fares) and Bridge District shall have the same full authority and responsibility in decisions that involve regional routes.

(2) An agreed upon methodology for determining and allocating costs attributable to the provision of local bus transit services which met the stated goal of the parties of providing transparency and accountability.

(3) Agreement on attribution of revenues from fares and subventions to local or regional services.

I. In November, 2004 Marin County residents affirmatively voted to implement Measure A with its proposed Transportation Expenditure Plan supported by a one-half cent local sales tax administered by a newly formed agency known as the Transportation Authority of Marin. With passage of Measure A, a significant new local revenue source becomes available to support ongoing local bus transit services in Marin County. The aforementioned Transportation Expenditure Plan provides that 37% of the sales tax revenues will be allocated to maintain and expand those local bus transit services.

J. The New Agreement was limited to an eighteen-month term to enable Transit District to more definitively evaluate its long-term local service needs and options for providing such service based upon the above referenced November, 2004 election outcome. Transit District has evaluated its options regarding the provision of local service and has determined that its constituents are best served by continuing the contractual arrangement with Bridge District. Accordingly, Transit District has decided to enter into a new five-year agreement with Bridge District for the provision of local transit service within Marin County effective May 1, 2006.

K. Based upon the foregoing the parties now desire to enter into a contract covering the period May 1, 2006 through June 30, 2011, in accordance with the terms and conditions hereinafter set forth.

NOW, THEREFORE, IT IS AGREED:

1. The term of this Agreement shall be for the period commencing on May 1, 2006, and terminating on June 30, 2011. As a pre-requisite to the extension of this Agreement beyond June 30, 2011, it will be necessary for the parties to have reached agreement on the terms and conditions that will govern a new contract term commencing July 1, 2011, by no later than January 1, 2010. If such agreement is not reached, each party will take such actions it deems necessary to implement separate local and regional bus transit service programs by July 1, 2011.

2. The terms and conditions governing delineation of and responsibility for local and regional routes, implementation of service modifications, determination of fares, determination of compensation to be paid by Transit District for services provided by Bridge District, allocation of revenues, information sharing, and allocation of responsibilities between the parties regarding paratransit operations are set forth in, and shall be governed by, those certain Contract Principles, contained in Attachment "A".

3. The specific designation of local and regional routes are set forth in Attachment "B" attached hereto and incorporated herein by this reference. Transit District and Bridge District reserve the right to amend this listing of routes in accordance with principles contained in Attachment A. The methodology for determining costs and their allocation to local bus transit service to be contracted for by Transit District are set forth in Attachment "C" attached hereto and incorporated herein by this reference.

5. The identification of estimated revenues allocable to regional and Marin local bus transit services, and the methodology for their allocation and crediting as between the parties for the term of this Agreement is set forth in Attachment "D" attached hereto and incorporated herein by this reference.

6. The identification of estimated capital expenses allocable to Marin local bus transit services for the term of this Agreement is set forth in Attachment "E" attached hereto and incorporated herein by this reference.

7. Bridge District will provide Transit District with an estimate of Transit District's net costs (projected costs allocable to local bus transit service, determined pursuant to Attachment C minus estimated revenues allocable to local bus transit service pursuant to Attachment D, including projected fare revenues collected on local bus routes listed in Attachment B). Transit District agrees to make monthly installment payments on or before the 15th day of each month during the term of this Agreement, each such payment to be in an amount equal to 1/12 of Transit District's projected net costs for the subject year. Within 60 days following the end of each fiscal year (July through June) of this Agreement, Bridge District will calculate actual hours of service provided and actual revenues received allocable to local bus transit service and based thereon, will determine and so notify Transit District whether a rebate is owed to Transit District or an additional final payment is owed by Transit District. The rebate by Bridge District or final payment by Transit District, as the case may be, shall be remitted within 60 days thereafter. Said determination shall be subject to audit by Transit District in its discretion and at its expense.

8. It is recognized that Transit District has the right to determine the method by which local bus transit service is provided. Although Transit District has chosen to provide services since 1971 pursuant to a contract with Bridge District, it reserves the absolute right upon expiration of the term of this Agreement to select a service provider other than Bridge District. During this contract, Transit District reserves the right to contract with Bridge District or other service providers for new services above the baseline number of annual hours of local service as identified in Attachment A.

9. If either agency determines that it is in its own best interest to terminate this agreement, such agency will provide the other agency with written notice of intent to terminate at least eighteen months prior to termination. During the eighteen month period, all provisions of this contract will continue in effect and all financial reconciliation actions identified in Paragraph 7 of this Contract will be carried out at the conclusion of the eighteen month period.

10. In the event any dispute arises regarding the interpretation or application of this Agreement, the parties agree to participate in nonbinding mediation as a prerequisite to the initiation of litigation. The protocols and time deadlines applicable to the mediation phase shall be determined by mutual agreement of the parties.

11. All terms, covenants and conditions of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Bridge District and the successors and assigns of Transit District to the same extent that said terms, covenants and conditions inure to the benefit of and are binding upon the Bridge District and Transit District respectively.

12. Neither this Agreement nor any interest herein may be voluntarily or involuntarily assigned or subleased, and any rights specified herein as accruing to any of the parties may not be transferred, assigned or hypothecated without the written consent of the other parties.

13. In the event any parts or provision of this Agreement shall be determined by a court of law to be invalid or unenforceable, the remaining portions of the Agreement which can be separated from the invalid, unenforceable provision(s) shall nevertheless continue in full force and effect.

14. The Transit District shall be named as additional insured relative to the operation of local bus services provided under this contract to the Transit District on all applicable Bridge District liability policies that may be in effect during the term of the contract. Bridge District shall have no obligation to obtain liability insurance, and may elect instead to continue its current program of self-insurance. In any event, Bridge District agrees to indemnify, hold harmless and defend the Transit District against any action or claim arising out of the operation of the local bus services provided under this contract. Bridge District shall not be obligated hereunder to indemnify the Transit District with respect to the sole negligence or willful misconduct of the Transit District. If Bridge District obtains liability insurance it shall also be required to provide a Certificate of Insurance evidencing proof of insurance coverage, naming and the Transit District as additional insured.

15. Any notice required or permitted to be given by this Agreement shall be deemed given when personally delivered to the recipient thereof or when mailed by registered or certified

mail, return receipt requested, to the appropriate recipient, in the case of the Bridge District at Post Office Box 9000, Presidio Station, San Francisco, California 94129, and in the case of the Transit District at Civic Center, San Rafael, California 94903, or any other address which any party may designate in writing delivered to the other parties.

IN WITNESS WHEREOF, the parties hereto have executed the within Agreement the day and year first above written.

MARIN COUNTY TRANSIT DISTRICT

By: _____
President of the Board

Approved as to form:

By: _____
County Counsel

GOLDEN GATE BRIDGE, HIGHWAY AND TRANSPORTATION DISTRICT

By: _____
President

By: _____
Secretary

Approved as to form:

By: _____
Attorney

Attachment A

Marin Local Service Contract Principles

1. GGBHTD and MCTD will enter into a sixty-two month contract beginning May 1, 2006, and ending June 30, 2011, said contract to be herein referred to as a five year contract.

No later than January 1, 2010, MCTD and GGBHTD will jointly adopt mutually-agreed upon terms and conditions associated with a new contract effective July 1, 2011, or will jointly acknowledge their intent to end the contract on June 30, 2011, and implement separate local and regional bus transit service programs.

2. This five year contract will continue two separate yet mutually coordinated systems:
 - a. A regional transit system, which will consist of ferry service, and both all-day and peak express regional bus services connecting Marin County with neighboring Counties, especially San Francisco. All bus services will continue to carry both local and regional riders.
 - b. A local transit system which will include routes that begin and end in Marin County and serves both local passengers traveling within the County and regional passengers connecting to the regional transit system.
3. Effective with this contract, responsibilities for routes and services will be structured so as to create a system where GGBHTD is responsible for all regional routes and services and MCTD is responsible for all local routes and services. The party assigned responsibility for a particular route or service will be fully responsible for planning, policy-making, and funding, and for operating, either directly, or under contract, their respective service.
4. Despite the continuation of two distinct systems, there is mutual agreement that the public is best served by fully coordinating these systems, including coordinated fare policy, transfers, bus stops, marketing, telephone information, publication of timetables, and other activities that are to the mutual benefit of the overall transit system. Nothing in this contract, however, limits the ability of MCTD or GGBHTD to set its fares and routes and schedules so as to ensure each agency meets its budgetary requirements.
5. Both during this contract and subsequent to its conclusion, MCTD has full authority and responsibility, including legal responsibilities for potential legal ramifications of its actions, for managing its local service in the manner that best serves its constituents, as resources allow. Both during this contract and subsequent to its conclusion, GGBHTD has full authority and responsibility, including legal responsibilities for potential legal ramifications of its actions, for managing its regional services in the manner that best serves its constituents, as resources allow.
6. Throughout this contract period, MCTD has the full right and responsibility to define specific routes, service levels, and fares for all routes under its responsibility, including the right to modify or discontinue routes. GGBHTD also has the full right and responsibility to define specific routes, service levels, and fares for all routes under its responsibility, including the right to modify or discontinue routes.

7. For the convenience of our customers, local and regional services should remain highly coordinated and transparent to our users. Therefore, the GGBHTD Board and the MCTD Board agree to hold at least one joint meeting each year. At these meetings, policy issues affecting service will be discussed. GGBHTD and MCTD staffs will meet monthly to discuss technical service provision and performance issues. A set of performance measures consistent with customarily recognized bus transit industry practices (e.g., vehicle cleanliness, on time performance, miles between accidents and road-calls, etc.) will be developed by MCTD and GGBHTD for purposes of service monitoring. Both agencies agree to provide adequate staffing to support administration, planning, and monitoring for their respective transit services.

Description of Local Fixed Route Service

8. During this five-year contract, MCTD will be responsible for costs associated with all routes and services beginning and ending in Marin County, with the exception of any contract services that GGBHTD may operate under other contracts or that have been designated as regional shuttle services. The specific local service routes and regional service routes that constitute the baseline service are defined in Attachment B to this Agreement. This baseline local service network will consist of 122,736 annual service hours of local transit service as shown in Attachment C.
9. MCTD and GGBHTD agree that the scope of this contract covers purchasing services, including operating and support services, as they are currently provided and budgeted for in FY 2005/2006. Any special initiatives that change the nature of the service provided, including the level of support services provided, may have cost impacts that would have to be negotiated separately. Examples of special initiatives include but are not limited to things such as implementation of alternative fueled vehicles or provision of dedicated staffing support.
10. GGBHTD agrees to provide regular reports regarding the performance of local routes operated under contract to MCTD. If MCTD requests data that is not routinely available from GGBHTD data collection systems, GGBHTD will inform MCTD of the cost associated with such data collection, and the two agencies will develop a mutually agreeable funding plan. Nothing in this Agreement will require that either agency expend additional resources to collect data not already available. As GGBHTD undertakes projects, including TransLink, that enhance its data collection capabilities, GGBHTD will provide all available data to MCTD.
11. MCTD reserves the right to contract out transit services that expand total service hours beyond the baseline amount of 122,736 annual hours. These services may be contracted to GGBHTD or to other service providers. If MCTD decides to contract with GGBHTD for provision of these new services, MCTD will provide notice to GGBHTD at least 90-days before implementation of the next regularly scheduled bus operator sign-up.
12. MCTD and GGBHTD agree that providing a safe transit operation is our highest priority. To this end, GGBHTD will notify MCTD of any repeatedly overcrowded conditions on local bus routes. Both agencies agree that in such cases, GGBHTD will try to find a cost

neutral solution to the overcrowding but GGBHTD will not accept responsibility for paying for any cost increases resulting from efforts necessary to meet local passenger demand on local routes or assure safe transport of local passengers. In all cases where overcrowding and/or passengers left behind is occurring on a regular basis, GGBHTD will inform MCTD of the problem. While MCTD may choose not to add needed service due to budgetary constraints, MCTD agrees to participate in informing customers of this decision.

13. MCTD and GGBHTD acknowledge that local transit trips are made throughout the Hwy 101 corridor between the many communities that constitute Marin County. By virtue of the coordinated transit network referenced in Principle #4, these local passengers are able to ride both local and regional routes traveling through this corridor. MCTD agrees to continue providing local transit services within the corridor and GGBHTD agrees to accept local passengers on regional routes as capacity allows.
14. MCTD and GGBHTD agree that provision of Route 63 from Marin City to Stinson Beach and Route 149, a special travel training program for persons with disabilities, will be provided by MCTD outside of the scope of this contract.
15. During the term of this contract, MCTD and GGBHTD acknowledge that changes to local routes may be approved by MCTD. Although changes to local routes will not require an amendment to this agreement, MCTD and GGBHTD staff will maintain an updated and current Attachment B listing of routes. Prior to implementing any changes in service, MCTD and GGBHTD staff will meet to ensure that the change can be operationally implemented, and to confirm any changes in the number of annual service hours that will result from the proposed change. Changes will be made at the next practical scheduled time, to coincide with applicable driver sign-up dates. There are currently four different sign up implementation dates per year. During the term of this contract, MCTD and GGBHTD acknowledge that changes to regional routes may be approved by GGBHTD, and that these changes may have impacts on local riders in Marin County. GGBHTD staff will meet with MCTD staff prior to recommending any permanent service change on the regional system to discuss potential impacts on local riders. In that event, MCTD staff will be notified at least 45 days prior to any change being implemented on the regional system.

Cost

16. The average hourly rate for the baseline 122,736 hours of service for the period of May 1, 2006, through June 30, 2007, will be \$110.69 per hour. These rates include consideration for the marginal cost of providing local service. Beginning July 1, 2007, through June 30, 2008, and in each subsequent fiscal year of this contract, the hourly rate will be escalated by an inflation factor of 5%. The rates do not include capital costs associated with the local or regional services. Service hours are defined to be the sum of revenue and non-revenue hours required to operate the service. If extraordinary cost increases or decreases take place in expenditures that are beyond the control of GGBHTD (fuel, insurance, new state or federal regulations, etc.), both agencies agree to meet to review and confirm such expenses and to develop methods and timelines for payment or credit for the extra costs associated with their service.

Attachment A
Marin Local Service Contract Principles

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17. MCTD and GGBHTD agree that the cost to provide an hour of transit service varies based on whether the hour of service is a peak hour, off-peak hour or weekend hour of service and size of bus used to provide the service. The rate of \$110.69 presented in Principle #16 is a blended hourly rate. MCTD and GGBHTD agree to use the TranStat system to convert the average hourly rate of \$110.69 into a series of specific hourly rates based on time period of the day when the service is provided. The results of such analysis are set forth in a matrix included in Attachment C. The first 122,736 hours of service each year will be charged the blended rate applicable in that year of the contract. Any reduction in service hours below the baseline amount of 122,736 hours will be credited at the appropriate peak, off-peak or weekend hourly rate applicable in that year of the contract. Additions of service hours above the baseline amount will be charged in the manner described in Principle #18.
18. MCTD and GGBHTD agree to implement a system of hourly rates for service beyond the base 122,736 hours stratified based on both the time of day when the service is provided and the size of vehicle operated. Service that is operated using buses less than 25 feet in length and with 22 or fewer seats will be considered “small bus” service. Service provided by buses greater than 25 feet in length, with more than 22 seats, and that are not articulated in design will be considered “regular bus” service. Services provided using articulated buses will be considered “big bus” service. These “time of day” and “size of vehicle” rates, as set forth in a matrix included in Attachment C, will be used when determining the costs of additional hours of service and only apply to new services added to the baseline amount of 122,736 hours of service. All of these rates will increase by 5% per year each year of the contract. If MCTD’s decision to operate a specific route with a small bus or with an articulated bus results in increased deadhead hours due to the need to change out equipment on formerly interlined bus routes, MCTD will be charged for the additional hours of service necessary to implement the desired fleet assignment. GGBHTD will strive to reduce the potential for increases in deadhead hours through scheduling and run-cutting practices used to achieve system-wide cost efficiency and effectiveness. GGBHTD reserves the right to substitute alternative bus sizes to provide operational convenience to the GGBHTD but MCTD will be charged only for the size of vehicle designated for use on each route. Bus size designations will be based on demonstration that the requested bus size matches the expected ridership levels on the service and are subject to review by GGBHTD. When ridership levels grow to exceed available capacity on the designated vehicle type, MCTD and GGBHTD will follow principle #12 regarding the overcrowding condition.
19. During the period of this contract, GGBHTD commits to pursue reductions in the hourly cost rate for local and regional bus services. This effort will be undertaken with the understanding that such cost reductions will aid GGBHTD in reaching its financial goals and have the potential to assist MCTD in reaching its financial goals. MCTD agrees to cooperate with GGBHTD to improve local and regional routes and services in a manner that helps to reduce the total cost of providing regional and local service and that furthers the goals of the respective agencies.
20. MCTD and GGBHTD acknowledge that the hourly rate of service identified in Principle #16 does not include any component for capital costs and that there are capital expenses associated with provision of local and regional bus services that benefit Marin County

residents. MCTD accepts full responsibility for the local share of all capital expenditures associated solely with provision of local service. MCTD further agrees to participate in the local share of all capital expenses associated with shared rolling stock and associated on-board equipment based on a the local system share of system-wide miles of service provided as specified outlined in Attachment C. GGBHTD and MCTD agree to work together to develop specifications related to all equipment used exclusively to provide local service and MCTD staff will be able to participate in the District's procurement processes to acquire such equipment. It is recognized that all bus procurements carried out by GGBHTD must be in conformity with applicable federal and state laws governing procurement, and with GGBHTD's procurement policies. Additionally, all equipment will be designed to meet all state and federal regulations including the Americans with Disabilities Act and California Air Resources Board requirements. MCTD retains the right to design a logo decal to be displayed on all revenue equipment used exclusively in local service. If determined advisable for reasons of fleet efficiency and/or customer convenience, GGBHTD may choose to also display the logo decal on shared-use revenue equipment. In addition, Attachment E identifies MCTD's annual capital cost contribution associated with provision of the turn-key system contracted for in this agreement. At the conclusion of the five-year contract, MCTD will determine if it is in their best interest to assume ownership of any revenue vehicle equipment purchased by GGBHTD using MCTD capital funds. GGBHTD agrees to transfer ownership of vehicles to MCTD if requested and will do so based on the amount of MCTD contribution to the local share of the purchase price of vehicles. The specific number of vehicles to be transferred to MCTD will be determined at the conclusion of this contract term. If MCTD chooses not to take ownership of the vehicles, GGBHTD will continue to own the vehicles and retain all rights and responsibilities of ownership including the right to retain, sell, or transfer ownership. If GGBHTD receives any proceeds when it sells or transfers any former local service revenue equipment originally purchased with MCTD local share funds, after repayment of any grant funds as a result of the sale, then MCTD shall have the right to claim those proceeds, at its discretion.

Revenue

21. MCTD and GGBHTD agree to assign fare revenue by route to the agency responsible for that route. Fare revenues will be assigned based on the route where the fare is collected, regardless if a transfer is involved. Any changes to transfer policy that impacts transfers between local and regional bus and ferry routes will be developed and implemented in a coordinated manner by both agencies.
22. MCTD and GGBHTD agree that any funding that is specifically dedicated to a particular route or service will be credited to the agency responsible for that specific route.
23. All other transit operating funds, including TDA, population-based STA, advertising revenue, and other funding sources available for distribution to both local and regional Marin bus services, with the exception of funding sources that are revenue-based, route-based or specifically earmarked for other purposes, will be assigned, based 50% on the hours of service allocated to the local and regional service and 50% on the passengers allocated to the local and regional service. For the purposes of this contract only, all local

services and regional services will be included, including GGBHTD's ferry services and MCTD's West Marin Stagecoach.

24. Revenue data will be reported monthly to both agencies.

Paratransit

25. MCTD and GGBHTD each understand and accept their responsibilities under the Americans with Disabilities Act (ADA), and each is dedicated to acting responsibly to deliver the level of service required by the Act.
26. MCTD and GGBHTD recognize that their service footprints, both now and in the future, will result in substantial overlap in ADA responsibilities.
27. For the period of this five year contract, using the existing paratransit agreement structure and cost allocation system, GGBHTD will continue to be responsible for funding regional inter-county paratransit trips, and MCTD will continue to be responsible for funding local intra-county paratransit trips. A companion agreement specific to paratransit services will be approved by both agencies and will encompass these principles.
28. GGBHTD agrees to pay MCTD for provision of intra-county ADA paratransit service complementing regional routes in Marin County. In year one of this contract, the amount will be \$525,000 and will increase by 5% each year for the length of this contract. This amount will be paid by means of a monthly credit provided to MCTD spread out evenly over the 12 months of each contract year. The initial contract year total payment of \$525,000 will be increased by \$87,500 for the two additional months of May and June 2006. If extraordinary cost increases or decreases take place in expenditures that are beyond the control of GGB (fuel, insurance, new state or federal regulations, etc.), both agencies agree to meet to review and confirm such expenses and to develop methods and timelines for payment or credit for the extra costs associated with their service.

Attachment B

MCTD Local Service Routes

<u>Route</u>	<u>Service Type</u>	<u>Service Description</u>
15	Local	Tiburon/Marin City (daily)
21	Local	Mill Valley/COM (daily)
22	Local	San Anselmo/Sausalito (daily)
23	Local	Fairfax/SRTC (daily)
29	Local	San Anselmo/SRTC (daily)
33	Local	Santa Venetia/SRTC (daily)
35	Local	Canal Area/SRTC (daily)
36	Local	Canal/SRTC/Marin City (daily)
53	Local	Redwood & Grant/San Marin (weekdays)
55	Local	Redwood & Grant/Ignacio (weekdays)
57	Local	SRTC/Novato (daily)
59	Local	SRTC/Novato (weekdays)
71	Local	Novato/SRTC/MC (limited service)
107	Local	Sausalito/St Hilary's School (school days only)
113	Local	Corte Madera/RHS (school days only)
115	Local	Tiburon/RHS (school days only)
117	Local	Corte Madera/NCS/Hall School (school days only)
123	Local	San Anselmo/WHS (school days only)
125	Local	Lagunitas/SFDHS (school days only)
126	Local	San Anselmo/Brookside School (school days only)
127	Local	Sleepy Hollow/WHS (school days only)
131	Local	Santa Venetia/SRHS (school days only)
136	Local	SRTC/Canal Area (school days only)
139	Local	Lucas Valley/TLHS (school days only)
143	Local	Sausalito/THS (school days only)
153	Local	Redwood & Grant/San Marin (school days only)

**GGBHTD Regional Routes, Including Contract Services Provided by GGBHTD
Other than MCTD Local Bus Routes**

<u>Route</u>	<u>Service Type</u>	<u>Service Description</u>
2	Regional	Sausalito/SF peak
4	Regional	Mill Valley/SF peak
8	Regional	Tiburon/SF peak
9	Regional	Tiburon ferry peak shuttle
10	Regional	Marin City/SF daily
18	Regional	Larkspur/SF peak
24	Regional	Fairfax/SF peak
26	Regional	Sleepy Hollow/SF peak
27	Regional	San Anselmo/SF peak
38	Regional	Terra Linda/SF peak
40	Regional	Marin/East Bay peak
42	Regional	Marin/East Bay daily
44	Regional	Lucas Valley/SF peak
54	Regional	Novato/SF peak
56	Regional	San Marin/SF peak
58	Regional	Ignacio/SF peak
60	Regional	San Rafael/SF limited service
70	Regional	Novato/SF daily
75	Regional	Sonoma/Marin peak
80	Regional	Sonoma/Marin/SF daily
97	Regional	LFT/SF peak

SUMMARY SHEET FOR MARIN LOCAL BUS COST 5 YEAR CONTRACT
Information from September 2005 Bus Operator Sign-up

Number of Total GGT Service Hours	367,381	Service hours are defined as any time a driver is driving the bus whether it is in-service or non-service hours. The estimated FY 2006 level of service hours are based on the Sept 05 bus driver sign-up. Midday local service will be provided with available weekday Marin Local resources at marginal cost.
Number of Marin Local Service Hours	122,736	
Number of local hours in midday	32,433	
Number of non-mdday hours	90,303	
% Hours of Marin Local Service non-midday Hours	24.6%	

Number of Total System Miles	6,078,521	Miles are defined as all revenue and non-revenue miles. The estimated FY 2006 level of service miles are based on the Sept 2005 sign-up.
Number of Marin Local Miles	1,571,061	
% Miles of Marin Local Service	25.8%	

REGIONAL HOURS	% of Total Hours		This comparison shows the split of service hours between peak, offpeak and weekend hours for GGT regional and Marin local routes. It identifies the available peak regional resources that could be available to provide additional midday local service.
Total System Hours		367,381	
Sonoma Regional Hours		33,688	
Annual Total GGBHTD Hours		244,645	
Annual Total Peak Hours	62%	152,145	
Annual early AM hours	4%	9,085	
Annual midday hours	12%	30,490	
Annual late PM hours	9%	22,175	
Annual Total Weekend Hours	13%	30,750	
MARIN LOCAL HOURS			
Annual Total MCTD Hours		122,736	
Annual Total Peak Hours	45%	54,949	
Annual early AM hours	1%	1,147	
Annual midday hours	26%	32,434	
Annual late PM hours	10%	12,509	
Annual Total Weekend Hours	18%	21,697	

GGBHTD Proposal	\$110.69	Blended Hourly Cost Rate
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Local Bus Estimate Cost	% of Prop. FY06 Budget	align="right">\$ 13,585,648	This is the total payment for Marin Local hourly service excluding capital and depreciation costs.

NEW 5-YEAR CONTRACT BASED ON ORIGINAL 18-MONTH CONTRACT FORMULAS

TOTAL GGT BUS EXPENSES				MARIN COST		COMMENTS
	Adj. Budget FY-06	% Total Marin Local	Variable	M.L. Cost	Cost/Hour	
TRANSPORTATION (DIRECT COSTS)						
Driver Wages	19,014,200	24.6%	Mar. Hours	\$4,677,493	38.11	Drivers' wages based on driving hours factoring in midday driver availability
Driver Fringes	<u>12,953,000</u>	24.6%	Mar. Hours	\$3,186,438	<u>25.96</u>	Based on number of Drivers, therefore used number of driver hours.
Subtotal:Drivers	\$ 31,967,200			\$7,863,931	\$ 64.07	
Transportation Supvrs & Dispatchers	1,549,200	24.6%	Mar. Hours	\$381,103	3.11	Supvrs and Dispatch deal with drivers, not time. Therefore driver hour variable is used for wages & fringes.
Supervis/Disp.Fringes	<u>1,002,400</u>	24.6%	Mar. Hours	\$246,590	<u>2.01</u>	
Subtotal: Dispatch and Transp. Supvr	\$ 2,551,600			\$627,694	\$ 5.11	
Purchased Regional Services	989,500		Regional	\$0	-	These services are regional contracted out service so not related to Marin Local.
Transportation Total	\$ 35,508,300			\$8,491,625	\$ 69.19	
MAINTENANCE (DIRECT OPERATIONAL COSTS)						
<i>Vehicles</i>						
Veh. Diesel Fuel	2,843,700	25.8%	Miles	\$733,675	5.98	Fuel is based on number of miles driven.
Maintenance Material & Supplies	<u>1,707,900</u>	25.8%	Miles	\$440,638	<u>3.59</u>	Bus Maintenance is based on number of miles. Includes repair parts, maintenance contracts, and supplies.
Subtotal Fuel and Supplies	\$ 4,551,600			\$1,174,313	\$ 9.57	
<i>Maintenance Payroll</i>						
Mechanics & Servicers Labor	4,652,300	25.8%	Miles	\$1,200,293	9.78	Bus Maintenance is based on number of miles.
Mechanics & Servicers Fringes	<u>3,417,600</u>	25.8%	Miles	\$881,741	<u>7.18</u>	Therefore, wages & fringes based on miles.
Subtot. Mntce Labor & Fringe	\$ 8,069,900			\$2,082,034	\$ 16.96	
Maintenance Total	\$ 12,621,500			\$3,256,347	\$ 26.53	
DIRECT SUPPORT COSTS - OH						
Operations Salaries & Benefits	\$ 2,509,000	24.6%	Mar. Hours	\$617,214	5.03	Costs for Bus scheduling, direct administrative support and management for Bus
Services/Materials	<u>1,690,900</u>	24.6%	Mar. Hours	\$415,961	<u>3.39</u>	
Subtot. Operations	\$ 4,199,900			\$1,033,175	\$ 8.42	
Operations Support Total	\$ 4,199,900			\$1,033,175	\$ 8.42	
SUB-TOTAL DIRECT COSTS	52,329,700			\$12,781,147	104.14	

Attachment C (continued)

ADMINISTRATION EXPENSES (OVERHEAD COSTS)				
Insurance for Bus Accidents	1,220,700			Based on 3rd party administrative claims against the District.
Insurance-Liability and Property	1,120,261			
District Division Admin.	<u>8,964,268</u>			
Administration Total	\$ 11,305,229			Includes Legal, Planning, Marketing, Customer Service, Finance, HR, Info Systems, Safety, and General Administration.
Administration = 5.2% Direct Costs		5.1853% **	\$662,741 \$ 5.40	
Rent	1,079,800	The District is not charging MCTD for these expenses in this hourly rate.		Based on rent for SF Lot, not related to Marin Local.
Depreciation	993,000			
Capital Replacement & Maintenance	584,600			
GRAND TOTAL	\$ 66,292,329		\$ 13,443,888	Addressed in separate Contract Language Addressed in separate Contract Language 20.3% of total bus expenses
	Bus Budget		M.L. Costs Avg Cost/Hr	
SUMMARY	Estimated Annual M.L. Hours	122,736	122,736	122,736 Total Local Hours
	Estimated Annual Cost	\$13,443,888	\$13,443,888	\$109.54 Avg Cost Per Hour (FY 06 Budget)
FY 06 Budget Adjusted by Board in October 05 to Correct CALPERs Pension Contribution Rate				

First Year of New Five Year Contract Blended Rate

The blended rate is based on rates for three bus sizes, standard, small and large.

	Hourly Rate	Estimated Hours of Service
Standard Size Bus (5% above FY 06 Rate in formula)	\$115.00	79,778
Small Bus	\$86.25	30,684
Large Bus	\$143.75	12,274
Blended Hourly Rate for May 1, 2006 to June 30, 2007	\$110.69	122,736

The Base Hourly rate is Divided into the Following Rates for Service at Different Time Periods

	FY '06	FY '07 +5%	FY '07 Blended	FY '07 Standard	FY '07 Small	FY '07 Artic
BASE	\$109.54	\$115.00	\$110.69	\$115.00	\$86.25	\$143.75
PEAK	\$125.20	\$131.46	\$126.53	\$131.46	\$98.60	\$164.33
OFF PEAK	\$95.80	\$100.59	\$96.82	\$100.59	\$75.44	\$125.74
WKEND	\$98.91	\$103.86	\$99.96	\$103.86	\$77.89	\$129.82

Attachment D

Estimated Developed using FY06 Budgeted Operating Revenue and Subventions for GGT Bus and Ferry
 Contract with Marin for Local Bus Subsidy
 Excludes all fares and excludes revenues not specifically available for Marin services

Marin services - FY2004/05 measures

For the Period November 1, 2004 - June 30, 2005					
service type	passengers	% of total	vehicle hours	% of total	50%/50%
local bus + Stage	3,151,372	36.1%	128,650	36.4%	36.2%
regional bus	3,835,152	43.9%	210,957	59.7%	51.8%
ferry	1,750,678	20.0%	14,000	4.0%	12.0%
total	8,737,202	100.0%	353,607	100.0%	100.0%

Estimated Revenue Sharing - FY2005/06 Budget

Fund Source	Description	Amount	Notes
Facility operations			
	advertising	\$1,093,000	system buses and shelters and ticket books
	rentals	\$248,000	SRTC and other marin facilities
	other	\$1,400	SRTC pay phones
TDA	Marin County	\$9,346,574	TDA Split by Contract
STA	Revenue based	\$1,820,562	STA allocation is by local fund formula
	Population based	\$475,031	STA allocation to local bus is negotiated
	Paratransit	\$48,514	maintain 50/50 split with MCTD

Total Operating Subsidy for Marin Services \$13,033,081
 Available Shared Revenue Sources \$12,984,567 Paratransit Allocated Already

FY2005/06		
Split	local bus factor	amount
marin bus&ferry passengers&hours	36.2%	\$395,666
marin bus&ferry passengers&hours	36.2%	\$89,776
marin bus&ferry passengers&hours	36.2%	\$507
marin bus&ferry passengers&hours	36.2%	\$3,383,460
local funds	14.9%	\$271,264
marin bus&ferry passengers&hours	36.2%	\$171,961
portion already allocated to MCTD	0	\$0
	33.2%	\$4,312,634
	per month	\$359,386

STA Revenue based on FY 05/06 GGBHTD Budget and Estimated New Contract Cost and Revenue Split

GGBHTD		MCTD		Total
bus&ferry cost	\$74,125,065	bus cost	\$13,441,697	\$87,566,762
local funds	\$54,847,530	local funds	\$9,615,012	\$64,462,542
% fund support	85.1%		14.9%	

Local Fixed Route Capital Program

Estimated 5 Year Cost	FY 2007	FY 2008	FY 2009	FY 2010	FY 2011
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Local Revenue Service Equipment

\$	-	\$	-	\$	-	\$	-
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MCTD to Pay 100% of Local Matching Funds for *Local Revenue Service Equipment*.
 MCTD to Pay 25.8% of Local Matching Funds for Shared Revenue Service Equipment used on MCTD Routes. Estimated amount will be based on the Local and Shared Revenue Service Equipment including capitalized parts required by MCTD to operate its service. MCTD will provide funding at time of award of purchase contract. Reconciliation will occur at completion of purchase, if necessary.

Systemwide Capital Expenditures

\$2,158,661	\$431,732	\$431,732	\$431,732	\$431,732	\$431,732
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Systemwide Capital Expenditures (Both New and Existing Non-Revenue Service Capital Partially Used by Local Service). MCTD to Pay a Fixed Portion of Systemwide Capital Expenditures Based on Percentage of Local Service Miles, 25.8%. See Attachment C for Percentage of Local Miles.

\$2,158,661	\$431,732	\$431,732	\$431,732	\$431,732	\$431,732
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Agenda Item No. 4

To: Finance-Auditing Committee/Committee of the Whole
Meeting of January 12, 2006

From: Alan R. Zahradnik, Planning Director
Susan C. Chiaroni, Deputy General Manager, Bus Division
Joseph M. Wire, Auditor-Controller
Celia G. Kupersmith, General Manager

Subject: **APPROVE A TWO-MONTH EXTENSION TO THE AGREEMENT WITH
THE MARIN COUNTY TRANSIT DISTRICT FOR INTERCOUNTY
PARATRANSIT BUS SERVICES FOR FY 05/06**

Recommendation

The Finance-Auditing Committee recommends that the Board of Directors approve a two-month extension to the Agreement for Intercounty Paratransit Services with the Marin County Transit District.

This recommendation will be presented to the Board of Directors at its January 13, 2006, meeting for appropriate action.

Summary

Under an 18-month agreement with Marin County Transit District (MCTD), MCTD provides the District with Whistlestop Wheels (WSW) intercounty paratransit services that complement the District's regional (intercounty) bus services in accordance with the Americans with Disabilities Act. The agreement establishes hourly and other variable and fixed cost rates as well as the specific services to be provided by WSW. The current 18-month Fiscal Year 2005/2006 agreement terminates on April 30, 2006.

The Intercounty Paratransit Agreement is a companion agreement to the Marin Local Bus Agreement between the District and MCTD. Together, the two agreements define the transit service and financial responsibilities by which the two agencies collaboratively operate. The new Bus Agreement extends the relationship for another 62 months beginning May 1, 2006. The companion Paratransit Agreement is typically an annual agreement reflecting the service contract that MCTD negotiates with its paratransit service provider (currently WSW).

Therefore, to continue provision of paratransit services and to provide MCTD time to develop a new paratransit service contract for the upcoming FY 06/07, staff recommends amending the

current Intercounty Paratransit Agreement with MCTD to extend it for a two- month period ending June 30, 2006, at the same cost and service arrangement as the current Agreement. The amendment recognizes the parties' intent to negotiate annual extensions for paratransit services to cover the five-year term of the companion Marin Local Bus Agreement. MCTD is scheduled to consider this same Amendment at its meeting on Tuesday, January 10, 2006, and the results will be available at the Finance-Auditing Committee meeting.

Fiscal Impact

There is no fiscal impact associated with this recommendation since staff has included the costs associated with the intercounty paratransit agreement in the Fiscal Year 2006 budget. It is estimated that the cost of existing intercounty paratransit services provided to the District during the period May 1 through June 30, 2006, will be about \$155,000.

Attachment: "Amendment to Agreement for Intercounty Paratransit Service"

**AMENDMENT TO AGREEMENT FOR INTERCOUNTY
PARATRANSIT SERVICE**

THIS AMENDMENT (“Amendment”) to the Agreement for Intercounty Paratransit Service is made as of this _____ day of _____, 2006, by and between the Golden Gate Bridge, Highway and Transportation District (“Bridge District”) and Marin County Transit District (“Transit District”).

RECITALS

WHEREAS, on November 1, 2004, Transit District, Bridge District and County entered into an Agreement (“Agreement”) whereby Transit District agreed to provide specified Americans with Disabilities Act (ADA) complementary intercounty paratransit service through its contract with Marin Senior Coordinating Council (“Contractor”), and Bridge District agreed to pay Transit District for said services; and

WHEREAS, the Agreement terminates on April 30, 2006; and

WHEREAS, Bridge District and Transit District have agreed to enter into a new sixty-two (62) month Marin intracounty fixed route bus Agreement (“Bus Agreement”) effective May 1, 2006; and

WHEREAS, Paragraphs 25, 26, 27, and 28 of Bus Agreement Attachment A pertain to paratransit services of the Transit District and Bridge District, and Paragraph 27 provides that a companion agreement (to the Bus Agreement) specific to paratransit service will be approved by both agencies and will encompass the principles of the Bus Agreement; and

WHEREAS, the parties desire to develop companion paratransit agreements on an annual basis consistent with the budget cycles of Transit District, Bridge District, and Contractor.

AGREEMENT

NOW, THEREFORE, the parties agree as follows:

A. Term. Paragraph 3 of the Agreement is hereby amended to extend the term of the Agreement for two (2) months commencing on May 1, 2006, and ending on June 30, 2006 (“Extension Period”).

B. Compensation. Allocation of costs of service for the Extension Period shall be calculated pursuant to the methodology set forth in Paragraph 5 of the Agreement for the period from July 1, 2005, through April 30, 2006.

C. Manner of Payment. As provided by Paragraph 6 of the current Agreement, at the conclusion of the contract period, both parties will reconcile accounts. The

contract period will now include this extension. Reconciliation will include but not be limited to: Contractor's actual fixed and variable costs, total vehicle hours provided, actual revenue from intercounty fares, and fuel expense.

D. Annual Negotiations. It is the intent of the parties to negotiate further extensions of this agreement for fiscal year 2006-2007 and each fiscal year thereafter on an annual fiscal year during the term of the Bus Agreement.

E. Effect. Except as expressly modified by this Agreement, all other terms of the Agreement shall remain unchanged and in full force and effect in all aspects.

IN WITNESS WHEREOF, the parties have entered into this Amendment as of the date first written above.

GOLDEN GATE BRIDGE, HIGHWAY
AND TRANSPORTATION DISTRICT

MARIN COUNTY TRANSIT DISTRICT

By: _____

By: _____

Its: _____

Its: _____

Approved as to Form:

Attorney for the Bridge District

By: _____
Attorney for the Transit District



Agenda Item No. 5

To: Finance-Auditing Committee/Committee of the Whole
Meeting of January 12, 2006

From: Alan R. Zahradnik, Planning Director
Susan C. Chiaroni, Deputy General Manager, Bus Division
Joseph M. Wire, Auditor-Controller
Celia G. Kupersmith, General Manager

Subject: **APPROVE A NEW REGIONAL BUS FARE FOR TRAVEL BETWEEN THE EAST BAY AND SAN FRANCISCO AND BETWEEN THE EAST BAY AND SONOMA COUNTY**

Recommendation

The Finance-Auditing Committee recommends setting new bus fares between the East Bay and San Francisco (Fare Zone 1) and between the East Bay and Sonoma County (Fare Zones 5 and 6) as follows:

For travel between these areas	ADULT CASH FARES EFFECTIVE DECEMBER 11, 2005	PROPOSED ADULT CASH FARES EFFECTIVE JANUARY 15, 2006
East Bay/ Sonoma	\$3.25	\$6.00, an increase of \$2.75
East Bay/ San Francisco	\$3.25	\$6.00, an increase of \$2.75

The cash fare for persons with disabilities, seniors and youth would be \$3.00, a 50% discount off the adult cash fare. A 20% discount off the adult cash fare is available with the purchase of Ride Value Ticket Books, with an effective price per ticket of \$4.80. These fares would be effective on January 15, 2006. The Master Ordinance 2005 will be amended accordingly.

This recommendation will be presented to the Board of Directors at its January 13, 2006, meeting for appropriate action.

Summary

On October 14, 2005, the Board of Directors approved a staff proposal to simplify the District's regional transit fare system by implementing a regional bus and ferry fare restructure program on December 11, 2005. Included in the program was the establishment of a single set of fares for travel on Golden Gate Transit bus service across the Richmond-San Rafael Bridge between the East Bay and Marin (Fare Zones 2, 3 and 4), Sonoma (Fare Zones 5 and 6) and San Francisco (Fare Zone 1). The adult cash fare was set at \$3.25, with a 50% discount for persons with disabilities, seniors and youth (\$1.60) and a 20% discount for Ride Value Tickets ((\$2.60). Free transfer privileges were continued in this program.

Subsequent to this Board action, staff realized that a significant "loophole" was created in the bus system fare structure by which customers could misuse East Bay transfer privileges to underpay a bus fare for travel between Sonoma County and Marin County, and between San Francisco and Marin County. Specifically, a customer from Sonoma County could pay for a \$3.25 trip to the East Bay and instead make a \$3.95 (Zone 5) or \$4.80 (Zone 6) trip to Marin County (Zone 3), or a customer from San Francisco could pay for a \$3.25 trip to the East Bay and instead make a \$3.95 trip to Marin County (Zone 3). It is estimated that over 500,000 passengers travel annually between the affected fare zones, thus the risk of exposure to reduced fare revenue resulting from this loophole is significant.

Unfortunately, action to address this loophole could not be initiated before the new fare restructure program went into effect on December 11, 2005. Staff now proposes to set adult cash fares between the East Bay and Sonoma County and San Francisco at \$6.00, the approximate price prior to the fare restructure, effective January 15, 2006. This new fare would eliminate the current problem.

A public hearing was held prior to this Finance-Auditing Committee meeting. Staff will summarize the comments and provide responses at the meeting.

Staff recommends the Finance-Auditing Committee approve the new regional bus fares between the East Bay and San Francisco and Sonoma County to be effective on January 15, 2006.

Fiscal Impact

The direct financial impact of the proposed new fares is insignificant due to nominal passenger travel between the affected San Francisco and Sonoma County fare zones and the East Bay. The indirect impact of the proposal to close the loophole in the system fare structure could be significant, depending on the actual underpayment of fares resulting from the loophole.

Attachment - Ordinance

GOLDEN GATE BRIDGE, HIGHWAY AND TRANSPORTATION DISTRICT

ORDINANCE NO. 2006-01

**AN ORDINANCE TO AMEND MASTER ORDINANCE 2005, AS AMENDED,
TO ESTABLISH A NEW REGIONAL BUS FARE FOR TRAVEL
BETWEEN THE EAST BAY AND SAN FRANCISCO AND
BETWEEN THE EAST BAY AND SONOMA COUNTY**

January 13, 2006

THIS ORDINANCE is adopted with reference to the following facts and circumstances which are found and declared by the Board of Directors:

1. On October 14, 2005, the Board of Directors adopted Ordinance No. 2005-06, implementing a regional bus and ferry fare restructure program. One of the components of this fare restructure program affected East Bay fares, which provided as follows: Remove local East Bay and inter-county East Bay bus fares from the regional fare zone matrix and establish a separate table for East Bay bus travel; set the inter-county bus fare from the East Bay to all points in the District's service area at the current zone 10 to zone 3 fare; and, eliminate zone 10 from the regional bus fare matrix.

2. Following adoption of the regional bus and ferry fare restructure program, it was determined that due to an oversight in the development of the new fare structure, bus fares for travel between the East Bay and San Francisco and between the East Bay and Sonoma County were inappropriately set at \$3.25. Previously, the applicable fare had ranged between \$6.00 and \$6.90.

3. In an effort to correct this oversight, staff proposed modified East Bay to San Francisco and East Bay to Sonoma County fares, and a public comment period on these modified fares was initiated on December 15, 2005 and ended with a public hearing on January 12, 2006. During this period, no public comments were received. Staff reviewed and categorized all public comments, prepared written responses to the primary categories, which were contained in a report to the Finance-Auditing Committee for its January 12, 2006 meeting, and considered all public comments in developing the final proposal for modified East Bay fares.

4. The Finance-Auditing Committee, after considering the need to modify the East Bay to San Francisco and East Bay to Sonoma County fares, as well as all public comments, recommended that the District establish new bus fares for travel between the East Bay and San Francisco and between the East Bay and Sonoma County, to be effective January 15, 2006.

ORDINANCE NO. 2006-01
BOARD OF DIRECTORS MEETING OF JANUARY 13, 2006
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5. The Board of Directors has carefully considered the staff proposal, reviewed all public comments and considered the recommendation of the General Manager and of the Finance-Auditing Committee. The Board finds that the recommended bus fares for travel between the East Bay and San Francisco and between the East Bay and Sonoma County are consistent with the District's mission and policy objectives, and are needed to maintain consistency in the District's regional transit fare system.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF DIRECTORS OF THE GOLDEN GATE BRIDGE, HIGHWAY AND TRANSPORTATION DISTRICT AS FOLLOWS:

Section 1. The Board hereby adopts the modified fares for travel between the East Bay to San Francisco and between the East Bay and Sonoma County as delineated below.

Section 2. Section III, "Golden Gate Transit - Bus and Ferry Systems," Subsection C, "Bus Transit Tariff Schedule," Paragraph 4., "Richmond Bridge Bus Cash Fares – For Travel To, From Or Within The East Bay," of Master Ordinance 2005, as amended, is replaced in its entirety with the following:

4. RICHMOND BRIDGE BUS CASH FARES – FOR TRAVEL TO, FROM MARIN COUNTY OR WITHIN THE EAST BAY

Adult = \$3.25

Youth, Senior, Disabled = \$1.60

Free transfers are available for continuing travel within Marin County.

5. RICHMOND BRIDGE BUS CASH FARES – FOR TRAVEL TO, FROM SAN FRANCISCO OR SONOMA COUNTY

Adult = \$6.00

Youth, Senior, Disabled = \$3.00

Free transfers are available for continuing travel within San Francisco or Sonoma County.

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Section 3. Section III, "Golden Gate Transit - Bus and Ferry Systems," Subsection D, "Discount Fares and Transfers," Paragraph 1, "Prepaid Discount Fares," Subparagraph c, "East Bay Bus Travel," of Master Ordinance 2005, as amended, is replaced in its entirety with the following:

- c. East Bay local and to/from Marin County bus travel - Richmond Bridge bus Translink and ticket book prices shall be as follows:

Adult Discount Twenty-Ticket Book = \$52.00
Translink Adult = \$2.60 per ride
Translink Youth, Senior, Disabled = \$1.60 per ride

- d. East Bay to/from San Francisco or Sonoma County bus travel - Richmond Bridge bus Translink and ticket book prices shall be as follows:

Adult Discount Twenty-Ticket Book = \$96.00
Translink Adult = \$4.80 per ride
Translink Youth, Senior, Disabled = \$3.00 per ride

Section 4. Section III, "Golden Gate Transit - Bus and Ferry Systems," Subsection D, "Discount Fares and Transfers," Paragraph 1, "Prepaid Discount Fares," Subparagraph d, "Regional Ferry Travel," of Master Ordinance 2005, as amended, is renumbered as Subparagraph e.

Section 5. The Board finds that the modified fares for travel between the East Bay to San Francisco and between the East Bay and Sonoma County effected by the Ordinance are exempt from the California Environmental Quality Act pursuant to Section 21080(b)(8) of the Public Resources Code, because the modification is necessary for the purpose of (a) meeting operating expenses, (b) purchasing or leasing supplies, equipment or materials, (c) meeting financial reserve needs and requirements, and (d) obtaining funds for capital projects necessary to maintain service within existing service areas, and directs the District Secretary to file a Notice of Exemption in the offices of the county clerks of Sonoma, Marin, San Francisco and Contra Costa.

Section 6. The effective date of this Ordinance shall be January 15, 2006.

ORDINANCE NO. 2006-01
BOARD OF DIRECTORS MEETING OF JANUARY 13, 2006
PAGE 4

Section 7. If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect any other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end, the provisions of this Ordinance are severable.

Section 8. Ordinance No. 2005-06 is amended accordingly.

ADOPTED this 13th day of January, 2006, by the following vote of the Golden Gate Bridge, Highway and Transportation District Board of Directors:

AYES (XX): Directors

NOES (0): None

ABSENT (XX): Directors

Maureen Middlebrook
President of the Board of Directors

ATTEST: _____
Janet S. Tarantino
Secretary of the District



Agenda Item No. 6

To: Finance-Auditing Committee/Committee of the Whole
Meeting of January 12, 2006

From: Alan R. Zahradnik, Planning Director
Joseph M. Wire, Auditor-Controller
Celia G. Kupersmith, General Manager

Subject: **AUTHORIZE THE SETTING OF PUBLIC HEARINGS FOR THE
PROPOSED NEW FIVE-YEAR REGIONAL FARE INCREASE
PROGRAM**

Recommendation

The Finance-Auditing Committee recommends that the Board of Directors authorize the setting of public hearings for the purpose of receiving public comment on a proposal to establish five-year fare program to increase bus, ferry and paratransit fares by five percent annually in order to meet operating expenses, beginning July 1, 2006, as follows:

- Thursday, February 16, 2006, at 7:00 p.m., in the City Council Chambers, Rohnert Park City Hall, 6750 Commerce Boulevard, Rohnert Park, CA;
- Wednesday, March 8, 2006, at 6:00 p.m., in the Board Room, Administration Building, Golden Gate Bridge Toll Plaza, San Francisco, CA; and,
- Thursday, March 9, 2006, at 6:00 p.m., in the Activities Room, The Whistlestop, 930 Tamalpais Avenue, San Rafael, CA,

with the understanding that all public hearings will be immediately preceded by a two-hour informational open house conducted by staff to provide the public with background and context for the proposed five-year fare program.

This recommendation will be presented to the Board of Directors at its January 13, 2006, meeting for appropriate action.

Summary

The Board of Directors has directed staff to develop a new transit fare program to become effective on July 1, 2006, and as a successor to the five-year fare program adopted in 1998. The Board has provided direction on the elements of a new fare program in the context of the District's current fiscal emergency. Specifically, the Board has expressed the objectives of:

- Increasing regional bus and paratransit fare recovery towards a 25 percent goal and ferry fare recovery towards a 40 percent goal as a means of continuing transit services with an appropriate level of passenger support.
- Increasing transit fares as needed to achieve a \$9 million revenue generation target proposed by staff to help address a projected \$89 million five-year District financial shortfall.

Staff has responded by confirming an appropriate level of passenger fare support through comparison with other transit operations in the region and developing a five-year fare program that acknowledges the need to encourage transit ridership. This fare program is recommended for Board consideration and public comment.

Staff recommendations for a five-year fare program are summarized as follows:

- An annual five percent regional bus, complementary ADA paratransit, and ferry fare increase over a five-year period beginning July 1, 2006. The proposed fares are shown in the **Attachment**.
- Annual review, concurrent with the District budget development process, to determine if adjustment to the five-year program is needed.
- Exceptions to the five-year program include: special event bus and ferry service fares, local Marin bus fares set by MCTD, and promotional and other specific service-related fares subject to separate financial performance objectives.

It is estimated that implementation of the suggested fare program could generate additional passenger revenue reaching a magnitude of \$9 million over the five-year period, assuming projected levels of transit services and patronage.

Staff recommends setting three public hearings as identified in the recommendation for the purpose of receiving public comment on a staff proposal to establish a five-year program of annual five percent fare increases applied to regional bus, complementary ADA paratransit, and ferry services, effective July 1, 2006. The three public hearings are proposed as follows:

- Thursday, February 16, 2006, at 7:00 p.m., in the City Council Chambers, Rohnert Park City Hall, 6750 Commerce Boulevard, Rohnert Park, CA;
- Wednesday, March 8, 2006, at 6:00 p.m., in the Board Room, Administration Building, Golden Gate Bridge Toll Plaza, San Francisco, CA; and,
- Thursday, March 9, 2006, at 6:00 p.m., in the Activities Room, The Whistlestop, 930 Tamalpais Avenue, San Rafael, CA,

All public hearings would be immediately preceded by a two-hour informational open house conducted by staff to provide the public with background and context for the proposed fare program.

Fiscal Impact

The fiscal impact associated with setting and conducting the recommended public outreach is estimated to be less than \$10,000. Funds are available in the District's FY05/06 budget for this expense.

Attachment – Proposed Five-Year Fare Program – Fare Tables

The following are current one-way bus and ferry transit cash fares effective January 15, 2006:

REGIONAL TRANSIT ADULT CASH FARE TABLE

Bus Zone	<u>San Francisco</u>	<u>Marin County</u>			<u>Sonoma County</u>	
	1	2	3	4	5	6
1	\$2.85	\$3.25	\$3.95	\$4.80	\$6.90	\$7.60
2	\$3.25	Refer to Marin Local Fares			\$4.80	\$5.60
3	\$3.95				\$3.95	\$4.80
4	\$4.80				\$3.25	\$3.95
5	\$6.90	\$4.80	\$3.95	\$3.25	\$2.85	
6	\$7.60	\$5.60	\$4.80	\$3.95		
Larkspur - SF Ferry				\$6.45		
Sausalito - SF Ferry				\$6.45		

REGIONAL TRANSIT YOUTH, SENIOR AND DISABLED CASH FARE TABLE 50% Discount Rounded Down to nearest 5 Cents

Bus Zone	<u>San Francisco</u>	<u>Marin County</u>			<u>Sonoma County</u>	
	1	2	3	4	5	6
1	\$1.40	\$1.60	\$1.95	\$2.40	\$3.45	\$3.80
2	\$1.60	Refer to Marin Local Fares			\$2.40	\$2.80
3	\$1.95				\$1.95	\$2.40
4	\$2.40				\$1.60	\$1.95
5	\$3.45	\$2.40	\$1.95	\$1.60	\$1.40	
6	\$3.80	\$2.80	\$2.40	\$1.95		
Larkspur - SF Ferry				\$3.20		
Sausalito - SF Ferry				\$3.20		

RICHMOND BRIDGE BUS CASH FARES

Cash fares for travel to/from Marin County or within the East Bay:

Adult = \$3.25

Youth, Senior, Disabled = \$1.60

Cash fares for travel to/from San Francisco and Sonoma Counties:

Adult = \$6.00

Youth, Senior, Disabled = \$3.00

ADA REGIONAL PARATRANSIT SERVICE

From Zone	1	2	3	4	5	6
1	Service provided by MUNI	\$5.35	\$6.60	\$8.05	\$11.10	\$12.50
2	\$5.35	Service provided by MCTD			\$8.05	\$9.45
3	\$6.60				\$6.60	\$8.05
4	\$8.05				\$5.35	\$6.60
5	\$11.10	\$8.05	\$6.60	\$5.35	\$4.75	
6	\$12.50	\$9.45	\$8.05	\$6.60		

Note: Regional paratransit fare for travel to or from the East Bay and Marin County over the Richmond Bridge is \$5.35. Travel to or from San Francisco and Sonoma County is \$5.35.

MARIN EXTENDED INTERCOUNTY PARATRANSIT SERVICE

A 50-cent surcharge is added to the above fares for intercounty paratransit service that begins or ends beyond three-quarters of a mile of a Golden Gate Transit non-commute bus route or outside of the comparable non-commute bus service hours.

PREPAID DISCOUNT FARES

Regional Bus Travel – TransLink Cards and Ride Value Discount Ticket Books provide a discount of 20% from the basic adult cash one-way regional intercounty bus transit fares.

Ferry Travel –TransLink cards and Frequent Rider Ticket Books are priced to provide discounted fares from the basic adult cash one-way ferry fare as follows: Larkspur – SF = \$4.05 per ride; Sausalito – SF = \$3.45 per ride.

The following are **proposed** one-way regional bus, ferry and paratransit adult cash fares effective July 1, 2006, including a 5% increase above previous-year fares:

REGIONAL TRANSIT ADULT CASH FARE TABLE

Bus Zone	<u>San Francisco</u>	<u>Marin County</u>			<u>Sonoma County</u>	
	1	2	3	4	5	6
1	\$3.00	\$3.40	\$4.15	\$5.05	\$7.25	\$8.00
2	\$3.40	Refer to Marin Local Fares			\$5.05	\$5.90
3	\$4.15				\$4.15	\$5.05
4	\$5.05				\$3.40	\$4.15
5	\$7.25				\$4.80	\$4.15
6	\$8.00	\$5.90	\$5.05	\$4.15		
Larkspur - SF Ferry				\$6.75		
Sausalito - SF Ferry				\$6.75		

RICHMOND BRIDGE BUS CASH FARES

Cash fares for travel to/from Marin County or within the East Bay: Adult = \$3.40

Cash fares for travel to/from San Francisco and Sonoma Counties: Adult = \$6.30

DISCOUNTED BUS AND FERRY FARES

Cash fares for youth, seniors and persons with disabilities would continue to be 50% of the adult cash fares.

TransLink and Ride Value Tickets would continue to offer a 20% discount from the regional intercounty bus adult cash fares.

TransLink and Ferry Frequent Rider Ticket prices would be increased 5% to \$4.25 for the Larkspur ferry and \$3.60 for the Sausalito ferry.

ADA REGIONAL PARATRANSIT SERVICE

From Zone	1	2	3	4	5	6
1	Service provided by MUNI	\$5.60	\$6.95	\$8.45	\$11.70	\$13.15
2	\$5.60	Service provided by MCTD			\$8.45	\$9.45
3	\$6.95				\$6.95	\$8.45
4	\$8.45				\$5.60	\$6.95
5	\$11.70	\$8.45	\$6.95	\$5.60	\$5.00	
6	\$13.15	\$9.45	\$8.45	\$6.60		

Regional paratransit fare for travel to or from the East Bay and Marin County over the Richmond Bridge is \$5.60. Travel to or from San Francisco and Sonoma County is \$10.35. A 50-cent surcharge would continue to be added to the above fares for MARIN EXTENDED INTER-COUNTY PARATRANSIT SERVICE.

The following are **proposed** one-way regional bus, ferry and paratransit adult cash fares effective July 1, 2007, including a 5% increase above previous-year fares:

REGIONAL TRANSIT ADULT CASH FARE TABLE

Bus Zone	<u>San Francisco</u>	<u>Marin County</u>			<u>Sonoma County</u>	
	1	2	3	4	5	6
1	\$3.15	\$3.60	\$4.35	\$5.30	\$7.60	\$8.40
2	\$3.60	Refer to Marin Local Fares			\$5.30	\$6.15
3	\$4.35				\$4.35	\$5.30
4	\$5.30				\$3.60	\$4.35
5	\$7.60				\$5.30	\$4.35
6	\$8.40	\$6.15	\$5.30	\$4.35		
Larkspur - SF Ferry				\$7.10		
Sausalito - SF Ferry				\$7.10		

RICHMOND BRIDGE BUS CASH FARES

Cash fares for travel to/from Marin County or within the East Bay: Adult = \$3.60
 Cash fares for travel to/from San Francisco and Sonoma Counties: Adult = \$6.60

DISCOUNTED BUS AND FERRY FARES

Cash fares for youth, seniors and persons with disabilities would continue to be 50% of the adult cash fares.

TransLink and Ride Value Tickets would continue to offer a 20% discount from the regional intercounty bus adult cash fares.

TransLink and Ferry Frequent Rider Ticket prices would be increased 5% to \$4.45 for the Larkspur ferry and \$3.80 for the Sausalito ferry.

ADA REGIONAL PARATRANSIT SERVICE

From Zone	1	2	3	4	5	6
1	Service provided by MUNI	\$5.90	\$7.30	\$8.90	\$12.25	\$13.80
2	\$5.90	Service provided by MCTD			\$8.90	\$9.45
3	\$7.30				\$7.30	\$8.90
4	\$8.90				\$5.90	\$7.30
5	\$12.25	\$8.90	\$7.30	\$5.90	\$5.25	
6	\$13.80	\$9.45	\$8.90	\$7.30		

Regional paratransit fare for travel to or from the East Bay and Marin County over the Richmond Bridge is \$5.90. Travel to or from San Francisco and Sonoma County is \$10.85. A 50-cent surcharge would continue to be added to the above fares for MARIN EXTENDED INTER-COUNTY PARATRANSIT SERVICE.

The following are **proposed** one-way regional bus, ferry and paratransit adult cash fares effective July 1, 2008, including a 5% increase above previous-year fares:

REGIONAL TRANSIT ADULT CASH FARE TABLE

Bus Zone	<u>San Francisco</u>	<u>Marin County</u>			<u>Sonoma County</u>	
	1	2	3	4	5	6
1	\$3.30	\$3.75	\$4.55	\$5.55	\$8.00	\$8.80
2	\$3.75	Refer to Marin Local Fares			\$5.55	\$6.50
3	\$4.55				\$4.55	\$5.55
4	\$5.55				\$3.75	\$4.55
5	\$8.00	\$5.55	\$4.55	\$3.75	\$3.30	
6	\$8.80	\$6.50	\$5.55	\$4.55		
Larkspur - SF Ferry				\$7.45		
Sausalito - SF Ferry				\$7.45		

RICHMOND BRIDGE BUS CASH FARES

Cash fares for travel to/from Marin County or within the East Bay: Adult = \$3.75

Cash fares for travel to/from San Francisco and Sonoma Counties: Adult = \$6.95

DISCOUNTED BUS AND FERRY FARES

Cash fares for youth, seniors and persons with disabilities would continue to be 50% of the adult cash fares.

TransLink and Ride Value Tickets would continue to offer a 20% discount from the regional intercounty bus adult cash fares.

TransLink and Ferry Frequent Rider Ticket prices would be increased 5% to \$4.70 for the Larkspur ferry and \$4.00 for the Sausalito ferry.

ADA REGIONAL PARATRANSIT SERVICE

From Zone	1	2	3	4	5	6
1	Service provided by MUNI	\$6.20	\$7.65	\$9.30	\$12.85	\$14.45
2	\$6.20	Service provided by MCTD			\$9.30	\$10.95
3	\$7.65				\$7.65	\$9.30
4	\$9.30				\$6.20	\$7.65
5	\$12.85	\$9.30	\$7.65	\$6.20	\$5.50	
6	\$14.45	\$10.95	\$9.30	\$7.65		

Regional paratransit fare for travel to or from the East Bay and Marin County over the Richmond Bridge is \$6.20. Travel to or from San Francisco and Sonoma County is \$11.40. A 50-cent surcharge would continue to be added to the above fares for MARIN EXTENDED INTER-COUNTY PARATRANSIT SERVICE.

The following are **proposed** one-way regional bus, ferry and paratransit adult cash fares effective July 1, 2009, including a 5% increase above previous-year fares:

REGIONAL TRANSIT ADULT CASH FARE TABLE

Bus Zone	<u>San Francisco</u>	<u>Marin County</u>			<u>Sonoma County</u>	
	1	2	3	4	5	6
1	\$3.45	\$3.95	\$4.80	\$5.85	\$8.40	\$9.25
2	\$3.95	Refer to Marin Local Fares			\$5.85	\$6.80
3	\$4.80				\$4.80	\$5.85
4	\$5.85				\$3.95	\$4.80
5	\$8.40	\$5.85	\$4.80	\$3.95	\$3.45	
6	\$9.25	\$6.80	\$5.85	\$4.80		
Larkspur - SF Ferry				\$7.85		
Sausalito - SF Ferry				\$7.85		

RICHMOND BRIDGE BUS CASH FARES

Cash fares for travel to/from Marin County or within the East Bay: Adult = \$3.95

Cash fares for travel to/from San Francisco and Sonoma Counties: Adult = \$7.30

DISCOUNTED BUS AND FERRY FARES

Cash fares for youth, seniors and persons with disabilities would continue to be 50% of the adult cash fares.

TransLink and Ride Value Tickets would continue to offer a 20% discount from the regional intercounty bus adult cash fares.

TransLink and Ferry Frequent Rider Ticket prices would be increased 5% to \$4.90 for the Larkspur ferry and \$4.20 for the Sausalito ferry.

ADA REGIONAL PARATRANSIT SERVICE

From Zone	1	2	3	4	5	6
1	Service provided by MUNI	\$6.50	\$8.00	\$9.80	\$13.50	\$15.20
2	\$6.50	Service provided by MCTD			\$9.80	\$11.50
3	\$8.00				\$8.00	\$9.80
4	\$9.80				\$6.50	\$8.00
5	\$13.50	\$9.80	\$8.00	\$6.50	\$5.75	
6	\$15.20	\$11.50	\$9.80	\$8.00		

Regional paratransit fare for travel to or from the East Bay and Marin County over the Richmond Bridge is \$6.50. Travel to or from San Francisco and Sonoma County is \$12.00. A 50-cent surcharge would continue to be added to the above fares for MARIN EXTENDED INTER-COUNTY PARATRANSIT SERVICE.

The following are **proposed** one-way regional bus, ferry and paratransit adult cash fares effective July 1, 2010, including a 5% increase above previous-year fares:

REGIONAL TRANSIT ADULT CASH FARE TABLE

Bus Zone	<u>San Francisco</u>	<u>Marin County</u>			<u>Sonoma County</u>	
	1	2	3	4	5	6
1	\$3.65	\$4.15	\$5.05	\$6.15	\$8.80	\$9.70
2	\$4.15	Refer to Marin Local Fares			\$6.15	\$7.15
3	\$5.05				\$5.05	\$6.15
4	\$6.15				\$4.15	\$5.05
5	\$8.80	\$6.15	\$5.05	\$4.15	\$3.65	
6	\$9.70	\$7.15	\$6.15	\$5.05		
Larkspur - SF Ferry				\$8.25		
Sausalito - SF Ferry				\$8.25		

RICHMOND BRIDGE BUS CASH FARES

Cash fares for travel to/from Marin County or within the East Bay: Adult = \$4.15

Cash fares for travel to/from San Francisco and Sonoma Counties: Adult = \$7.65

DISCOUNTED BUS AND FERRY FARES

Cash fares for youth, seniors and persons with disabilities would continue to be 50% of the adult cash fares.

TransLink and Ride Value Tickets would continue to offer a 20% discount from the regional intercounty bus adult cash fares.

TransLink and Ferry Frequent Rider Ticket prices would be increased 5% to \$5.15 for the Larkspur ferry and \$4.40 for the Sausalito ferry.

ADA REGIONAL PARATRANSIT SERVICE

From Zone	1	2	3	4	5	6
1	Service provided by MUNI	\$6.85	\$8.40	\$10.25	\$14.15	\$15.95
2	\$6.85	Service provided by MCTD			\$10.25	\$12.05
3	\$8.40				\$8.40	\$10.25
4	\$10.25				\$6.85	\$8.40
5	\$14.15	\$10.25	\$8.40	\$6.85	\$6.05	
6	\$15.95	\$12.05	\$10.25	\$8.40		

Regional paratransit fare for travel to or from the East Bay and Marin County over the Richmond Bridge is \$6.85. Travel to or from San Francisco and Sonoma County is \$12.60. A 50-cent surcharge would continue to be added to the above fares for MARIN EXTENDED INTER-COUNTY PARATRANSIT SERVICE.



Agenda Item No. 7

To: Finance-Auditing Committee/Committee of the Whole
Meeting of January 12, 2006

From: Teri W. Mantony, Deputy General Manager, Administration & Development
Joseph M. Wire, Auditor-Controller
Celia G. Kupersmith, General Manager

Subject: **APPROVE ACTIONS RELATIVE TO AWARD OF CONTRACT NO. 2006-D-3-CMAS, SAN IMPLEMENTATION, TO CIBER, INC., FOR NEW BACKUP/RECOVERY/STORAGE HARDWARE AND SOFTWARE**

Recommendation

The Finance-Auditing Committee recommends that the Board of Directors approve the following actions relative to Contract No. 2006-D-3-CMAS, *SAN Implementation*:

- a) Award of Contract No. 2006-D-3-CMAS, *SAN Implementation* to CIBER, Inc., San Francisco, CA in the amount of \$236,000, for new backup/recovery/storage hardware and software; and,
- b) Authorize a budget increase in the Fiscal Year 2005/2006 District Division Capital Budget of \$59,000; and,
- c) Authorize a budget transfer from the Fiscal Year 2005/2006 District Division Operating Budget to the Fiscal Year 2005/2006 District Division Capital Budget in the amount of \$97,000.

This recommendation will be presented to the Board of Directors at its January 13, 2006, meeting for appropriate action.

Summary

In the mid-1990s, data backup and recovery hardware and software were installed at the larger District locations: San Francisco Toll Plaza Administration Building, San Rafael Administration and Bus Transit buildings, and Larkspur Ferry Terminal. These installations are reaching the end of their useful life, as they are starting to fail, and in need of an upgrade. District staff intends to modernize the data backup/recovery/storage hardware and software at the District by implementing a solution using Storage Area Network (SAN) technology. SAN technology provides additional benefits beyond backup and recovery:

- (1) more efficient storage
- (2) improved disaster recovery capabilities
- (3) simplified administration
- (4) better availability

An RFP for a SAN implementation was issued, and four proposals were received as follows:

	<u>COMPANY</u>	<u>AMOUNT</u>
1.	CIBER, Inc. San Francisco, CA	\$236,000
2.	Xiotech Corporation Eden Prairie, MN	\$344,000
3.	Hewlett Packard and HPM Networks Fremont, CA	\$388,000
4.	Dell, Inc. Round Rock, TXs	\$473,000

The highest scoring and lowest cost proposal was CIBER, Inc., San Francisco, CA. This proposal includes hardware, software, implementation services, one year of maintenance, and taxes. Staff and the Attorney have determined CIBER, Inc.'s proposal to be compliant with the RFP requirements. Earlier cost estimates based on review by a software consultant were too low. Therefore, only \$80,000 was budgeted in the FY05/06 District Division Capital budget for the upgrades. Now, based on actual proposals, staff is requesting transfers of funds from District reserves and the FY 05/06 District Division Operating Budget to fund this contract.

Fiscal Impact

This project is included in the FY 05/06 District Division Computer/Communications Equipment Capital Budget at a total cost of \$80,000 and is funded with 100% District funds. A capital budget increase in the amount of \$156,000 is required to fully fund this project at the proposed budget of \$236,000. The \$156,000 increase includes \$59,000 from District reserves and a \$97,000 transfer from the FY 05/06 District Division Operating Budget (\$67,000 software maintenance, \$20,000 training, and \$10,000 consulting).