Joseph P. Bort MetroCenter
101 Eighth Street
Oakland, CA 94607-4700
TEL 510.817.5700
TDD/TTY 510.817.5769
FAX 510.817.7848
E-MAIL info@mtc.ca.gov
WEB www.mtc.ca.gov

Memorandum

TO: BATA Oversight Committee DATE: June 3, 2015

FR: Executive Director

RE: BATA Resolution No. 62, Revised – Extension of the BATA/California Department of Transportation Cooperative Agreement for the Operation of the State-owned Toll Bridges

Pursuant to California Streets and Highways Code Section 30952, BATA and California Department of Transportation (Caltrans) have entered into a cooperative agreement to stipulate the roles and responsibilities of each agency for the funding and operation of the State-owned toll bridges in the Bay Area. The initial cooperative agreement was entered into in 1998. The agreement was last updated in 2011.

The agreement is subject to re-adoption by amendment every ten years by both BATA and Caltrans effective July 1, 2015 and every ten years thereafter. Caltrans and BATA staff support the re-adoption of the current agreement. However, staff recommends extending the agreement for an additional five years through June 30, 2020 and reducing the subsequent periods for re-adoption to five-year terms so that the parties can revisit the agreement on a more regular basis.

Recommendation

The Committee is requested to refer BATA Resolution No. 62, Revised to the Authority for approval and authorize the Executive Director to negotiate and enter into an amendment re-adopting the cooperative agreement between BATA and Caltrans, and extending its term for an additional five years, in substantially the same form as Amendment No. 1 attached to this Memorandum as part of BATA Resolution No. 62, Revised.

Steve Heminger

SH:pl

J:\COMMITTE\BATA Oversight\2015\f_June_2015\5_Memo_BATA Caltrans Cooperative Agreement_Fremier.doc

Date: March 22, 2006
W.I.: 1253
Revised: 04/27/11-BATA
06/24/15-BATA

ABSTRACT

BATA Resolution No. 62, Revised

This resolution authorizes the Bay Area Toll Authority (BATA) to enter into a cooperative agreement with the California Department of Transportation for the management and operation of the state-owned toll bridges in the Bay Area.

This resolution was revised on April 27, 2011, to revise the identification of the geographical limits of the bridges.

This resolution was revised on June 24, 2015, to re-adopt the cooperative agreement and to reduce subsequent periods for re-adoption from ten years to five-year terms.

Further discussion of this resolution is contained in the Executive Director's memorandum to the BATA Oversight Committee dated April 6, 2011 and June 3, 2015 and the Bay Area Toll Authority dated March 15, 2006.

Date: March 22, 2006
W.I.: 1253

RE: Authorizing a Cooperative Agreement with the State Department of Transportation

BAY AREA TOLL AUTHORITY

RESOLUTION NO. 62, REVISED

WHEREAS, Streets and Highways Code Section 30950 creates the Bay Area Toll Authority (BATA) that is the same as the Metropolitan Transportation Commission (MTC); and

WHEREAS, Streets and Highways Code Sections 30950 *et seq.* transfers to BATA certain current California Transportation Commission and California Department of Transportation (DEPARTMENT) duties and responsibilities for the bridges owned and operated by the DEPARTMENT in the San Francisco Bay Area; and

WHEREAS, the bridges subject to this agreement as defined in Streets and Highways Code Section 30910 are the Antioch, Benicia-Martinez, Carquinez, Richmond-San Rafael, San Francisco-Oakland, San Mateo-Hayward, and Dumbarton Bridges, and

WHEREAS, Streets and Highways Code Section 30952 provides that BATA and the DEPARTMENT shall enter into a cooperative agreement, upon mutually agreed terms and conditions, setting forth the methodology by which the DEPARTMENT shall operate the bridges and be responsible for the planning, design and construction of improvements, repairs or alterations to the bridges; and

WHEREAS, Streets and Highways Code Section 30950.2, gives BATA the responsibility for administering all toll revenues from the state-owned toll bridges within the jurisdiction of the Metropolitan Transportation Commission, once the obligations of the California Infrastructure and Economic Development Bank secured by the seismic retrofit surcharge imposed pursuant to subdivision (a) of SHC section 31010 are no longer outstanding (as defined by the constituent instruments), currently the Bay Area Toll Bridges Seismic Retrofit Revenue Bonds Series 2003A First Lien Bonds and Seismic Retrofit Revenue Notes Series 2005A Second Lien Commercial Paper.

WHEREAS, BATA now wishes to enter into a cooperative agreement with the DEPARTMENT; now, therefore, be it

RESOLVED, that the BATA authorizes the Executive Director, or his designee, to enter into a cooperative agreement with the DEPARTMENT, substantially as set forth in Attachment A, attached hereto and incorporated herein as though set forth at length; and, be it further

RESOLVED, that the Executive Director is delegated the authority to make modifications to Attachment A prior to its execution without further review by BATA, as long as such changes do not materially amend the terms of the cooperative agreement.

RESOLVED, that the agreement as set forth in Attachment A, supercedes and replaces all previous Cooperative Agreements between BATA and DEPARTMENT pertaining to the management and operations of the state-owned toll bridges in the Bay Area.

BAY AREA TOLL AUTHORITY

_____

Jon Rubin, Chair

The above resolution was entered into by the Bay Area Toll Authority at a regular meeting of the Authority held in Oakland, California on March 22, 2006.

AMENDMENT NO. 1 TO RESTATED AND AMENDED COOPERATIVE AGREEMENT BETWEEN THE CALIFORNIA DEPARTMENT OF TRANSPORTATION AND THE BAY AREA TOLL AUTHORITY RELATING TO THE BRIDGES

THIS AMENDMENT NO. 1 TO THE RESTATED AND AMENDED COOPERATIVE AGREEMENT BETWEEN THE CALIFORNIA DEPARTMENT OF TRANSPORTATION AND THE BAY AREA TOLL AUTHORITY RELATED TO THE BRIDGES, IS MADE, ENTERED INTO AND EFFECTIVE ON July 1, 2015 by and between the STATE OF CALIFORNIA, acting by and through its Department of Transportation, hereinafter referred to as "DEPARTMENT," and the BAY AREA TOLL AUTHORITY (BATA), hereinafter referred to as "AUTHORITY."

RECITALS

1. AUTHORITY was created pursuant to Section 30950, *et seq*. of the California Streets and Highways Code (SHC), which transferred certain California Transportation Commission (CTC) and DEPARTMENT responsibilities for the disposition of toll revenues collected from toll bridges owned and operated by DEPARTMENT in the San Francisco Bay Area.

2. STATE and AUTHORITY entered into an Agreement (Master Cooperative Agreement 4-2078-A1) on April 25, 2006 as amended and restated on June 13, 2011, hereinafter referred to as "AGREEMENT" to cooperatively maintain, operate, construct, rehabilitate, and retrofit the toll bridges owned and operated by DEPARTMENT in the San Francisco Bay Area.

3. Section VIII, Article 6 of AGREEMENT provides that AGREEMENT shall be subject to re-adoption as amended by the parties effective July 1, 2015, and every ten (10) years thereafter.

4. The parties hereto now intend to enter into this Amendment No. 1 to re-adopt the AGREEMENT and reduce the subsequent periods for re-adoption to five-year terms.

IT IS THEREFORE MUTUALLY AGREED:

1. The first sentence of Article 6 of Section VIII – Mutual Provisions, is deleted and replaced by the following: "This AGREEMENT shall be subject to re-adoption as amended by the parties effective July 1, 2020, and every five (5) years thereafter."

2. As hereby amended, the terms and conditions of the AGREEMENT shall remain in full force and effect.

3. This amendment No. 1 to the AGREEMENT is hereby deemed to be part of Master Cooperative Agreement 4078-A1.

IN WITNESS WHEREOF, this Amendment No. 1 has been executed by the parties hereto as of the day and year first written above.

STATE OF CALIFORNIA
Department of Transportation

By:_____

Approved as to form and procedure:

_____
_____, Deputy Attorney
Department of Transportation

Certified as to budgeting of funds:

_____
District Budget Manager
Department of Transportation

Certified as to financial terms and
Conditions:

_____
HQ Accounting Administrator
Department of Transportation

BAY AREA TOLL AUTHORITY

By:_____
Steve Heminger, Executive Director

Approved as to form and procedure:

_____
Adrienne D. Weil, General Counsel
Bay Area Toll Authority

RESTATED AND AMENDED COOPERATIVE AGREEMENT BETWEEN THE CALIFORNIA DEPARTMENT OF TRANSPORTATION AND THE BAY AREA TOLL AUTHORITY RELATING TO THE BRIDGES

THIS AGREEMENT, IS MADE ENTERED INTO AND EFFECTIVE ON April 25, 2006, the date of the defeasance of the existing bonds secured by the toll bridge seismic retrofit surcharge imposed under subdivision (a) of SHC section 31010, and is amended and restated as of June 13, 2011, between the STATE OF CALIFORNIA, acting by and through its Department of Transportation, hereinafter referred to as "DEPARTMENT," and the BAY AREA TOLL AUTHORITY (BATA), hereinafter referred to as "AUTHORITY."

RECITALS

1. AUTHORITY was created pursuant to Section 30950, *et seq*. of the California Streets and Highways Code (SHC), which transferred certain California Transportation Commission (CTC) and DEPARTMENT responsibilities for the disposition of toll revenues collected from toll bridges owned and operated by DEPARTMENT in the San Francisco Bay Area.

2. Department's toll bridges subject to this AGREEMENT (identified in SHC section 30910) are the Antioch Bridge, Benicia-Martinez Bridges, Carquinez Bridges, Dumbarton Bridge, Richmond-San Rafael Bridge, San Francisco-Oakland Bay Bridge and San Mateo-Hayward Bridge, hereinafter individually referred to as "BRIDGE" and collectively referred to as "BRIDGES".

3. The respective statutory geographic limits of certain of the BRIDGES and the approaches to the BRIDGES are found in the SHC and others are established by post mile or other locators as defined in original project documents. The extent of the San Francisco-Oakland Bay Bridge is defined in SHC section 30600 as the bridge and its approaches; the limits of the Carquinez and Benicia-Martinez Bridges are found in SHC section 30750; the extent of the Antioch Bridge is defined in SHC section 30760; the limits of the San Mateo-Hayward and Dumbarton Bridges are defined in SHC section 30790 (the Dumbarton Bridge limits are redefined in SHC section 30792.2); and the limits of the Richmond-San Rafael Bridge are not statutorily defined. The respective statutory geographic limits of certain of the BRIDGES and the approaches to the BRIDGES, and those limits established by agreement as to the Richmond-San Rafael Bridge, are delineated in Exhibit "A", attached hereto and made an express part of this AGREEMENT.

4. SHC sections 30150 and 30952 provide that DEPARTMENT shall collect tolls, operate, maintain, and provide rehabilitation of the BRIDGES, including all related toll facilities, and shall be responsible for the design and construction of eligible projects which may include, without limitation, capital improvements, seismic retrofit, emergency repairs and restorations, rehabilitation, Regional Measure One and Category B Maintenance (as defined in SHC section 188.4) projects, which are hereinafter collectively referred to as

"Eligible Projects", affecting the BRIDGES in accordance with programming and scheduling requirements of the CTC and AUTHORITY.

5. SHC section 30952 further provides that DEPARTMENT and AUTHORITY shall enter into a cooperative agreement, upon mutually agreed terms and conditions, setting forth the methodology by which DEPARTMENT will operate the BRIDGES and be responsible for the planning, design, and construction of improvements, repairs or alterations to the BRIDGES to be funded from the AUTHORITY'S toll bridge revenues.

6. DEPARTMENT and AUTHORITY first entered into a cooperative agreement pursuant to SHC section 30952 in 1998, which agreement was subsequently superceded by a new cooperative agreement on July 1, 2003, and amended on December 15, 2004.

7. Pursuant to Assembly Bill No. 144 ("AB 144"), enacted and made effective on July 18, 2005, certain project oversight and control responsibilities relative to the construction of the Benicia Martinez Bridge and the state Toll Bridge Seismic Retrofit Program projects (hereinafter referred to as "Seismic Projects") were given to AUTHORITY. The Seismic Projects are more particularly described in SHC section 188.5.

8. As part of AB144, SHC section 30950.2, gives AUTHORITY the responsibility for administering all toll revenues from the state-owned toll bridges within the jurisdiction of the Metropolitan Transportation Commission, once the obligations of the California Infrastructure and Economic Development Bank secured by the seismic retrofit surcharge imposed pursuant to subdivision (a) of SHC section 31010 are no longer outstanding (as defined by the constituent instruments), currently the Bay Area Toll Bridges Seismic Retrofit Revenue Bonds Series 2003A First Lien Bonds and Seismic Retrofit Revenue Notes Series 2005A Second Lien Commercial Paper.

9. AB 144 further added section 30952.05 to the SHC requiring DEPARTMENT and AUTHORITY to amend their cooperative agreement to incorporate the project oversight and control responsibilities described therein relative to the Benicia Martinez Bridge and the Seismic Projects.

10. In accordance with SHC Sections 30952 and 30952.05, AUTHORITY and DEPARTMENT now set forth herein the terms of a revised and amended AGREEMENT to set forth the parties respective obligations.

This AGREEMENT supersedes and replaces the prior amended Cooperative Agreements entered into on July 1, 2003, as amended on December 15, 2004, and any prior agreements or memoranda of understanding between the parties relating to the BRIDGES.

SECTION I - ELECTRONIC AND MANUAL TOLL COLLECTION

DEPARTMENT AGREES:

1. To cooperate with the AUTHORITY and its vendors, consultants and contractors regarding oversight and management of the operations of the electronic toll collection system customer service center (CSC) for the BRIDGES. The DEPARTMENT's tasks in support of the AUTHORITY's operation of the CSC shall include, but not be limited to, establishing and maintaining DMV access for processing violation notices.

2. That the AUTHORITY is granted all the DEPARTMENT'S right, title and interest in and to the Advanced Toll Collection And Accounting System (ATCAS) application software as defined in Purchase Orders 25154, as amended, and Purchase Order 57042, as amended, provided however, the DEPARTMENT shall likewise retain a non-exclusive, unlimited, irrevocable right to use, transfer, and distribute all ATCAS application software as defined above. In the event the AUTHORITY shall enhance the ATCAS application software through modification, amendment and /or additions thereto, the DEPARTMENT shall have the royalty free, non-exclusive, irrevocable right to use, transfer, distribute and modify for its purposes such enhancements, including all associated source code and source code documentation.

3. To provide staffing and supervision for the manual collection of toll revenues related to the BRIDGES; including, but not limited to, management of toll collectors and all related personnel and reviewing disputes related to the manual collection of tolls. The DEPARTMENT will staff and operate manual toll collection operations in accordance with state law and consistence with the AUTHORITY's adopted budgets.

AUTHORITY AGREES:

4. To operate, manage and maintain the operations of the electronic toll collection CSC, including, but not limited to, maintenance of the electronic toll collection customer accounts, administering service contracts in relation to these operations, the identification of toll violators and the processing of toll violations, processing of customer and violation disputes, financial management including procurement of credit card processing services, reciprocal relationships with other California toll operators, the procurement of electronic toll collection transponders, and the integration of these operations with other transportation related operations.

5. To provide management oversight of DEPARTMENT's manual toll collections operations, including, but not limited to, reviewing procedures for the manual collection, handling and reconciliation of cash toll revenues, reviewing staffing plans for the manual toll collection operations, and reviewing training and training procedures for DEPARTMENT's manual toll collection staff.

SECTION II - CASH COUNTING, BANKING AND TOLL ACCOUNTING

DEPARTMENT AGREES:

1. To cooperate with the AUTHORITY and its vendors, consultants and contractors in the AUTHORITY'S financial oversight and management of the toll revenues collected on the BRIDGES, including, but not limited to, toll accounting, armored car, vault and bank services.

2. To transfer to the AUTHORITY equipment used for toll accounting acquired solely with toll revenue funds and to fully assist the AUTHORITY in the operation and relocation of the host toll collection equipment and systems from the DEPARTMENT's District offices to the AUTHORITY's offices or other location as determined by the AUTHORITY.

AUTHORITY AGREES:

3. To provide armored car, vault and bank services for cash toll revenues collected by the Department on the BRIDGES.

4. To provide toll accounting services, including, but not limited to, accounting for toll revenues, preparing toll revenue and traffic reports, reconciliation of manual and electronic toll revenues, and toll auditing.

SECTION III - TOLL BRIDGE OPERATIONS AND MAINTENANCE

DEPARTMENT AGREES:

1. To maintain (Category A Maintenance), and operate the bridge structures and maintain (Category B Maintenance) and operate the toll plaza buildings and facilities in a safe and efficient manner in accordance with applicable DEPARTMENT policies and standards for the BRIDGES, excepting for those items identified in Article 7 of Section III, 7 which the AUTHORITY will own, maintain, repair, and operate. Operational and maintenance tasks shall include but are not limited to, managing maintenance staff and all related personnel and contracts and contract employees, maintaining bridge infrastructure and equipment, obtaining necessary permits for the operation and maintenance of the BRIDGES, and generating and maintaining proper records relating to the BRIDGES. Excepting tasks related to emergency repairs performed pursuant to Article 5, of Section III all tasks will be planned to be consistent with the annually adopted AUTHORITY operations and capital budget and long-range plans of toll related costs to be reimbursed to DEPARTMENT from the bay area toll account by AUTHORITY. Category A expenditures shall include, but are not limited to, the following: maintenance of the BRIDGES and related structures, roadbeds, pavement, drainage, debris removal, landscaping, traffic guidance systems, ice control, dedicated bridge maintenance stations, maintenance training, electrical maintenance and electrical energy other than the architectural lighting. Category B operational and maintenance expenditures shall include, but are not limited to, toll administration building and toll facilities, toll system related energy, architectural lighting energy, booth maintenance and repair, reconstruction and replacement of mechanical and electronic toll equipment.

2. To cooperate with the AUTHORITY and its vendors in the Authority's maintenance, repair and replacement services for the toll lane, plaza and host toll collection equipment and systems for the BRIDGES, including, but not limited to, providing the AUTHORITY staff and its contractors (a) access to toll lane, plaza and host toll collection equipment and systems; (b) processing requests for all necessary encroachment permits; (c) administering or facilitating the transfer of any service or equipment contracts related to the maintenance of the toll lane, plaza and host toll collection equipment and systems; (d) assisting the AUTHORITY or its contractors with the closure of lanes and management of traffic to carryout maintenance activities for the toll lane, toll plaza and host toll collection equipment and systems; and (f) assisting the AUTHORITY and its contractors in the development of processes and procedures for the reporting of problems related to toll lane, plaza and host toll collection equipment and systems.

3. To provide AUTHORITY a detailed anticipated fiscal year budget, description of work activities and charges for Category A and Category B Maintenance expenditures as defined in SHC section 188.4, and an annual report of actual expenditures upon completion of each fiscal year.

4. To inform AUTHORITY of any non-emergency activities undertaken by DEPARTMENT that may affect the operation, appearance or safety of the BRIDGES, and to provide advance notice to AUTHORITY of any DEPARTMENT activities that would require any amendment to AUTHORITY's adopted annual operations and capital budget and Long Range Plans.

5. To take whatever immediate actions are necessary for emergency repairs to any of the BRIDGES which have been damaged or are in immediate danger and report to AUTHORITY as soon as possible, but not later than ten (10) working days, after any occurrence requiring the expenditure of toll funds for emergency repair on the BRIDGES.

6. To provide tow truck services on the BRIDGES from state-funded sources for as long as authorized by California law and budgeted in the annual State Budget Act.

AUTHORITY AGREES:

7. To own, operate, and provide maintenance services for the toll lane, plaza and host toll collection equipment and systems for the BRIDGES as a necessary component of audit, internal, and cash controls, which shall include but are not limited to software, hardware, computer equipment, lane readers, violation enforcement system, automatic vehicle classification (AVC) system, and telecommunications for these systems. These systems shall be maintained in such a manner as to provide consistent and functional interface to the CSC system.

8. To give first priority to projects and expenditures that are deemed necessary by DEPARTMENT to preserve and protect the BRIDGES as provided by SHC section 30950.3 (b).

9. To pay all of the DEPARTMENT's costs approved by the DEPARTMENT and the AUTHORITY incurred for toll operations maintenance and support provided by the DEPARTMENT. Costs will be compiled and computed in accordance with the DEPARTMENT's standard accounting practices and the State Administrative Manual.

SECTION IV - TOLL BRIDGE CAPITAL IMPROVEMENT PROGRAM

DEPARTMENT AGREES:

1. To assist AUTHORITY in connection with AUTHORITY's preparation and adoption of Long Range Plans, as required by SHC section 30950.3, and any subsequent amendments to said Plans.

2. To plan, design and construct Eligible Projects for the BRIDGES in accordance with the Long Range Plans that reflect AUTHORITY's approved long term multi-year capital outlay and capital outlay support budgets for eligible capital projects, consistent with AUTHORITY's annual operations and capital budgets, that conform to AUTHORITY's approved operations, maintenance, and capital reimbursement limits (subject to modification when required) for a given fiscal year when adopted by AUTHORITY.

3. To develop contract specifications and bid documents and invite bid and award contracts for capital improvements to the BRIDGES.

4. To provide, subject to annual State Budget Act authorization, sufficient staff resources within DEPARTMENT to assure timely implementation of projects in the Long Range Plans adopted by AUTHORITY.

5. To maintain and provide, on a monthly basis, a current schedule of Eligible Projects funded from the bay area toll account.

6. To provide AUTHORITY with complete monthly reports of costs incurred by DEPARTMENT for bridge operations, toll collections and capital projects affecting the BRIDGES for which subsequent reimbursement will be made to DEPARTMENT by AUTHORITY. These reports will be prepared for each bridge within the BRIDGES listed by SHC section 30910.

7. To provide AUTHORITY access to all project development information regarding the projects identified in the Long Range Plan and the Toll Bridge Seismic Program, including, but not limited to, project files kept in accordance with project development procedures and manuals, project initiation documents, environmental technical studies, environmental documents and plans, and specifications and estimates for the identified projects in the Capital Improvement Program.

8. To acquire property essential to complete Eligible Projects contained in the Long Range Plans. Any subsequent sale of excess land, property, equipment or any other assets that were purchased with toll funds shall be reverted to the bay area toll account. Any sale of excess land require the approval of the CTC and maybe subject to the reimbursing the federal government its proportional contribution, if any.

9. To perform all other activities necessary for the extended operation, maintenance, and protection of the BRIDGES, including, but not limited to, obtaining and maintaining all regulatory permits necessary to authorize those maintenance and construction activities.

DEPARTMENT will inform AUTHORITY of any anticipated unique or significantly unusual DEPARTMENT activities affecting the BRIDGES as they arise.

10. As required by SHC section 30952.1, to establish and participate, in conjunction with the AUTHORITY and the CTC, in a Toll Bridge Program Oversight Committee, to oversee and provide direction for the Seismic Projects and the Benicia-Martinez Bridge New Span project.

AUTHORITY AGREES:

11. To review and approve as necessary and appropriate all project initiation documents, environmental documents, right of way agreements and project bid documents for all Eligible Projects identified in the Capital Improvement Program.

12. To update the Long Range Plans, as specified in SHC section 30950.3, when necessary.

13. As required by SHC section 30952.1, to establish and participate, in conjunction with the DEPARTMENT and the CTC, in a Toll Bridge Program Oversight Committee, to oversee and provide direction for Toll Bridge Seismic Retrofit Program projects and the Benicia-Martinez Bridge New Span project.

14. To contract with and oversee one or more consulting firms to provide project oversight and control services for the Benicia-Martinez Bridge project and the Toll Bridge Seismic Retrofit Program projects as specified in subsection (d) of SHC section 30952.05. The Toll Bridge Oversight Committee shall review and approve all such contracts, as specified in subsection (d) of SHC section 30952.05.

15. To review and approve all contract specifications and bid documents prepared by DEPARTMENT prior to advertising the bid documents for the Benicia-Martinez Bridge project and the Toll Bridge Seismic Retrofit Program projects in accordance with subsection (b) of SHC section 30952.05.

SECTION V – PROGRAM/PROJECT FINANCIAL MANAGEMENT AND FINANCING

DEPARTMENT AGREES:

1. To cooperate with the AUTHORITY in the issuance of new or replacement bonds by AUTHORITY, including, but not limited to, developing and updating project schedules, projected cash flows and risk management plans for each of the Eligible Projects identified in the seismic or long range plan programs.

2. To cooperate with the AUTHORITY, in all actions necessary for the defeasance of the existing bonds issued on behalf of the DEPARTMENT and secured by the toll bridge seismic retrofit surcharge imposed under subdivision (a) of SHC section 31010.

3. To cooperate fully with the Toll Bridge Seismic Retrofit Account close out audit to be conducted subsequent to the defeasance of the bonds, retirement of the commercial paper, and any other outstanding seismic obligations of the California Infrastructure and Economic Development Bank.

4. Upon defeasance of the Bonds, retirement of the commercial paper, and any other outstanding seismic financial obligations of the California Infrastructure and Economic Development Bank and after satisfying the immediate cash flow requirements of the Toll Bridge Seismic Retrofit Program projects, transfer the revenues and fund balances in the Toll Bridge Seismic Retrofit Account to the AUTHORITY for deposit in the bay area toll account.

5. To work in consultation with the AUTHORITY and the CTC to adopt a schedule for the payment of the remaining state contributions identified in SHC sections 188.5 and 188.6 for the Toll Bridge Seismic Retrofit Program projects identified in SHC section 188.5.

6. To develop procedures for the timely allocation and payment of all toll bridge seismic retrofit funds due to the Toll Bridge Seismic Retrofit Program, including, but not limited to: 1) approving invoices as submitted by BATA that are consistent with CTC allocations; 2) providing best efforts to ensure that the state budget includes any necessary provisions to allow for the transfer of funds to BATA for the Toll Bridge Seismic Retrofit Program; 3) confirming that the Controller makes payments into BATA accounts in accordance with the CTC adopted allocation schedule; and 4) cooperating with the CTC in the scheduling and allocation of funds committed to the Toll Bridge Seismic Retrofit Program.

AUTHORITY AGREES:

7. To manage all of the toll revenues, including, but not limited to, keeping full and complete accounts for toll revenues and expenses and preparing balance sheets on an annual fiscal year basis showing the financial condition of the BRIDGES. If and when

necessary and at the AUTHORITY's discretion: (1) to increase the amount of the seismic surcharge, pursuant to SHC section 31011 for the purpose of completing the Toll Bridge Seismic Retrofit Program projects; (2) to issue toll bridge revenue bonds pursuant to SHC section 30920; and, (3) pursuant to SHC 30916(c), to increase the base toll in order to meet its obligations on any such bonds or to satisfy bond covenants.

8. To work in consultation with the DEPARTMENT and the CTC to adopt a schedule for the payment of the remaining state contributions identified in SHC Sections 188.5 and 188.6 for the Toll Bridge Seismic Retrofit Program projects in SHC section 188.5.

9. To work cooperatively with the DEPARTMENT and CTC on the schedule and allocation of seismic retrofit funds due to the Toll Bridge Seismic Retrofit Program funds, utilizing all funds designated in AB 144 and allocated by the CTC exclusively for the Toll Bridge Seismic Retrofit Program, as defined in state law, and to establish appropriate accounts and accounting procedures for management of toll the bridge seismic retrofit funds.

SECTION VI - TOLL PROGRAM PROJECT FUNDING

DEPARTMENT AGREES:

1. To continue to budget to fund tow truck services on the BRIDGES from state-funded source until directed otherwise.

2. To continue to fund from state-funded sources the Category A BRIDGES expenditures that are part of the seismic retrofit and replacement program specified in SHC section 188.5 until the seismic retrofit or replacement work is complete on those BRIDGES and the AUTHORITY undertakes that duty using toll revenues.

AUTHORITY AGREES:

3. To allocate toll revenues consistent with AUTHORITY's annual operations and capital budget for Eligible Projects conforming with AUTHORITY-approved Long Range Plans, and to pay for the DEPARTMENT's toll related costs incurred pursuant to this AGREEMENT consistent with the AUTHORITY's adopted budgets.

4. To pay for maintenance and operations of the current Transbay Transit Terminal as long as it is owned and operated by the DEPARTMENT, (a statutory part of the San Francisco-Oakland Bay Bridge, located in downtown San Francisco) from toll bridge revenues. Said costs are subject to the annual BATA budget process.

5. To fund Category A maintenance expenditures on the BRIDGES from toll revenues, except for those toll bridges that are part of the seismic retrofit program specified in SHC section 188.5 for which the seismic retrofit or replacement work is not complete. Such maintenance expenditures shall be funded by AUTHORITY from toll revenues upon completion of the seismic retrofit or replacement work.

6. To maintain self insurance of not less than $50 million as an extraordinary loss account solely for the purpose of funding major emergency reconstruction, repair and operations of any of the BRIDGES.

SECTION VII – PROGRAM/PROJECT BUDGETING AND INVOICING

DEPARTMENT AGREES:

1. To provide AUTHORITY, consistent with the schedule for developing DEPARTMENT's annual fiscal year budget, information necessary for AUTHORITY to adopt an annual operations and capital budget for operations, maintenance, repairs and construction of Eligible Projects on the BRIDGES which is, to the extent possible, consistent with DEPARTMENT's statutory and contractual obligations assumed herein and AUTHORITY's approved Long Range Plans.

2. To report to the AUTHORITY the level of services that the DEPARTMENT will be able to provide if, in the judgment of the DEPARTMENT, the AUTHORITY's adopted annual operations and capital budget does not provide funding adequate for the DEPARTMENT's services as defined in this AGREEMENT.

3. To cooperate fully with AUTHORITY in the annual auditing and reporting process, as well as any other audit, financial, or internal control reports that may be undertaken by AUTHORITY or DEPARTMENT relating to the bay area toll accounts and the BRIDGES. AUTHORITY shall issue these audit reports relative to the bay area toll accounts and the BRIDGES to AUTHORITY and DEPARTMENT.

4. To provide AUTHORITY a monthly request for thirty (30) days advance funding based upon the DEPARTMENT'S estimate of the anticipated costs that it will incur by the DEPARTMENT in performance of this AGREEMENT. DEPARTMENT will provide the AUTHORITY, along with the estimate, the DEPARTMENT's published electronic fund transfer (EFT) invoice schedule. The DEPARTMENT will submit, within thirty (30) days after submission of each funding advance request, a detailed expenditure report for the charges contained therein, including project closeout adjustments within the adopted budget. Each succeeding monthly estimate will be adjusted to reflect actual costs expended and any reallocation or additional costs anticipated over that succeeding month.

5. Upon receipt of a notice of invoice discrepancy from AUTHORITY, DEPARTMENT shall review the notice and credit undisputed claims to AUTHORITY in its following invoice. If DEPARTMENT disputes any discrepancy claim, in whole, or in part, DEPARTMENT shall endeavor to notify AUTHORITY in writing within seven (7) working days of receipt of the notice of invoice discrepancy. Upon final resolution of a disputed claim, STATE shall make the appropriate credit or debit to AUTHORITY's account and notify AUTHORITY in writing of any such action.

6. To provide to AUTHORITY a detailed fiscal year-end accounting of expended and accrued costs within sixty (60) days of the end of the fiscal year with supporting information.

AUTHORITY AGREES:

7. To adopt an annual operations and capital budget by July 1st of each fiscal year, which includes DEPARTMENT's costs associated with operations, maintenance, toll collection, and the support and capital costs of Eligible Projects relating to the BRIDGES, which costs are funded from the bay area toll accounts and consistent with AUTHORITY approved Long Range Plans. Costs are defined as including all documented direct and indirect charges together with functional and administrative overhead charges authorized by the State Administrative Manual as part of DEPARTMENT's standard accounting practice, except that administrative overhead cost assessments will not be included for the Toll Bridge Seismic Retrofit Program pursuant to SHC, section 31021. Each budget shall be subject to regular review and revision during the year as appropriate and shall contain funds to cover unanticipated efforts to be undertaken by DEPARTMENT as may be required for the continued operation, maintenance, repair, protection and improvement of the BRIDGES.

8. To act promptly on requests by DEPARTMENT for actions necessary to implement Eligible Projects contained in the Long Range Plans and for urgent unbudgeted operating or maintenance requirements affecting the annual operations maintenance and capital budgets adopted by AUTHORITY.

9. On a monthly basis, and within four (4) working days of the receipt of DEPARTMENT's request for advance funding as described in Article 4 of this Section VII above, to electronically transfer (wire) to DEPARTMENT funds equal to the amount of eligible costs incurred or anticipated, subject to provisions of Articles 10 and 11 of Section VII of this AGREEMENT below.

10. Upon receipt of DEPARTMENT's detailed expenditure report, AUTHORITY will endeavor to notify DEPARTMENT in writing within thirty (30) days of those charges with which AUTHORITY disagrees by issuing a specific notice of discrepancy.

11. To adopt formal resolutions and any supplemental documents necessary to implement the requirements of SHC section 30950 *et seq.* and to establish detailed AUTHORITY policies and procedures applicable to the BRIDGES and the bay area toll accounts consistent with the terms and conditions of this AGREEMENT.

12. To act promptly on requests by DEPARTMENT for the expenditure of bay area toll account funds by DEPARTMENT in response to emergency occurrences, subject to the notification requirements of Article 5 in Section III of this AGREEMENT above.

13. To contract for annual financial audits, to be conducted by an outside independent auditor, of the bay area toll accounts, toll receipts collected on the BRIDGES, and all expenses of DEPARTMENT and AUTHORITY funded by the bay area toll accounts; and to submit all required financial statements to the Legislature in accordance with SHC section 30961(b).

SECTION VIII – MUTUAL PROVISIONS

IT IS MUTUALLY AGREED:

1. Nothing in this AGREEMENT is intended to affect the legal liability of either party to the AGREEMENT by imposing any standard of care with respect to the BRIDGES different from the standard of care imposed by law.

2. Neither DEPARTMENT nor any officer or employee thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by AUTHORITY under or in connection with any work, authority or jurisdiction delegated to AUTHORITY under this AGREEMENT. It is understood and agreed that AUTHORITY shall fully defend, indemnify and save harmless DEPARTMENT, its officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury, or any other damage sustained by a third party, occurring by reason of anything done or omitted to be done by AUTHORITY under or in connection with any work, authority or jurisdiction delegated to AUTHORITY under this AGREEMENT.

3. Neither AUTHORITY nor any Commissioner, officer or employee thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by DEPARTMENT under or in connection with any work, authority or jurisdiction delegated to DEPARTMENT under this AGREEMENT. It is understood and agreed that, DEPARTMENT shall defend, indemnify and save harmless AUTHORITY, its Commissioners, officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury, or any other damage sustained by a third party, occurring by reason of anything done or omitted to be done by DEPARTMENT under or in connection with any work, authority or jurisdiction delegated to DEPARTMENT under this AGREEMENT.

4. This AGREEMENT shall be amended or superseded by another agreement as necessary with the enactment of future legislation or by mutual agreement.

5. Regular meetings will be held to fulfill the intent of this AGREEMENT. More detailed working agreements and procedures may be developed and documented in operating memoranda to establish mutually supportive policies.

6. This AGREEMENT shall be subject to re-adoption as amended by the parties effective July 1, 2015, and every ten (10) years thereafter. This AGREEMENT may also be amended in writing at any time by mutual consent. Each amendment must be in writing and no alteration or variation to the terms of this AGREEMENT shall be valid unless made in writing and signed by both parties. No oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

7. No State, DEPARTMENT, or AUTHORITY funds are encumbered or allocated under this AGREEMENT.

8. The transfer of funds by AUTHORITY to DEPARTMENT as advance payments for support and capital outlay for the BRIDGES shall in no way be construed as an unconditional acceptance of such actual and proposed charges. Approval of DEPARTMENT charges by AUTHORITY will occur only after complete review of detailed program and project expenditure information in a format mutually acceptable to both DEPARTMENT and AUTHORITY.

9. In the event of an emergency and/or unforeseen difficulty where DEPARTMENT is unable to obtain a construction progress payment on time, DEPARTMENT will include an estimate of such charges in DEPARTMENT's next monthly invoice, submitted pursuant to Article 4 of Section VII above and AUTHORITY agrees to pay that estimated amount subject to subsequent adjustment.

10. The AUTHORITY, upon request by the DEPARTMENT, and following review and consultation with the DEPARTMENT, will provide funds to the DEPARTMENT using toll revenues, to the extent permitted by law, for the payment of any and all costs incurred by the DEPARTMENT to indemnify the California Infrastructure and Economic Development Bank, the State Treasurer and all other indemnified parties, as such costs are required by the DEPARTMENT'S obligations set forth in the Second Amendment to the Financing Agreement dated April 25, 2006, following defeasance of the Infrastructure Bank Debt as it is defined in the Second Amendment to the Financing Agreement.

11. That the AUTHORITY and the DEPARTMENT will enter into a Fund Transfer Agreement contemporaneously herewith, for the transfer of funds from the DEPARTEMNT to the AUTHORITY in accordance with a schedule adopted by the CTC in its resolution of December 15, 2005.

12. Subject to the CTC's concurrence, if necessary, and to the Authority's acceptance, parcels of real property acquired and held by the DEPARTMENT are to be transferred by Director's Deed, or as the parties shall agree, to the AUTHORITY for its management and control as part of the BRIDGES or as needed for the support of the BRIDGES until such time as the AUTHORITY shall dispose of them by public sale at their fair market value. The costs of the DEPARTMENT to comply herewith are to be paid from toll revenues and the net proceeds of any sale or transfer to the AUTHORITY are to be deposited in the bay area toll account for use on the BRIDGES.

IN WITNESS WHEREOF, the Agreement has been executed by the parties hereto as of the day and year first written above.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

By: _____
Bijan Sartipi, District Director

BAY AREA TOLL AUTHORITY

By: _____
Steve Heminger, Executive Director

Approved as to form and procedure:

_____, Deputy Attorney
Department of Transportation

Approved as to form and procedure:

_____
Adrienne D. Weil, General Counsel
Bay Area Toll Authority

Certified as to budgeting of funds:

_____
District Budget Manager
Department of Transportation

Certified as to financial terms and
Conditions:

_____
HQ Accounting Administrator
Department of Transportation

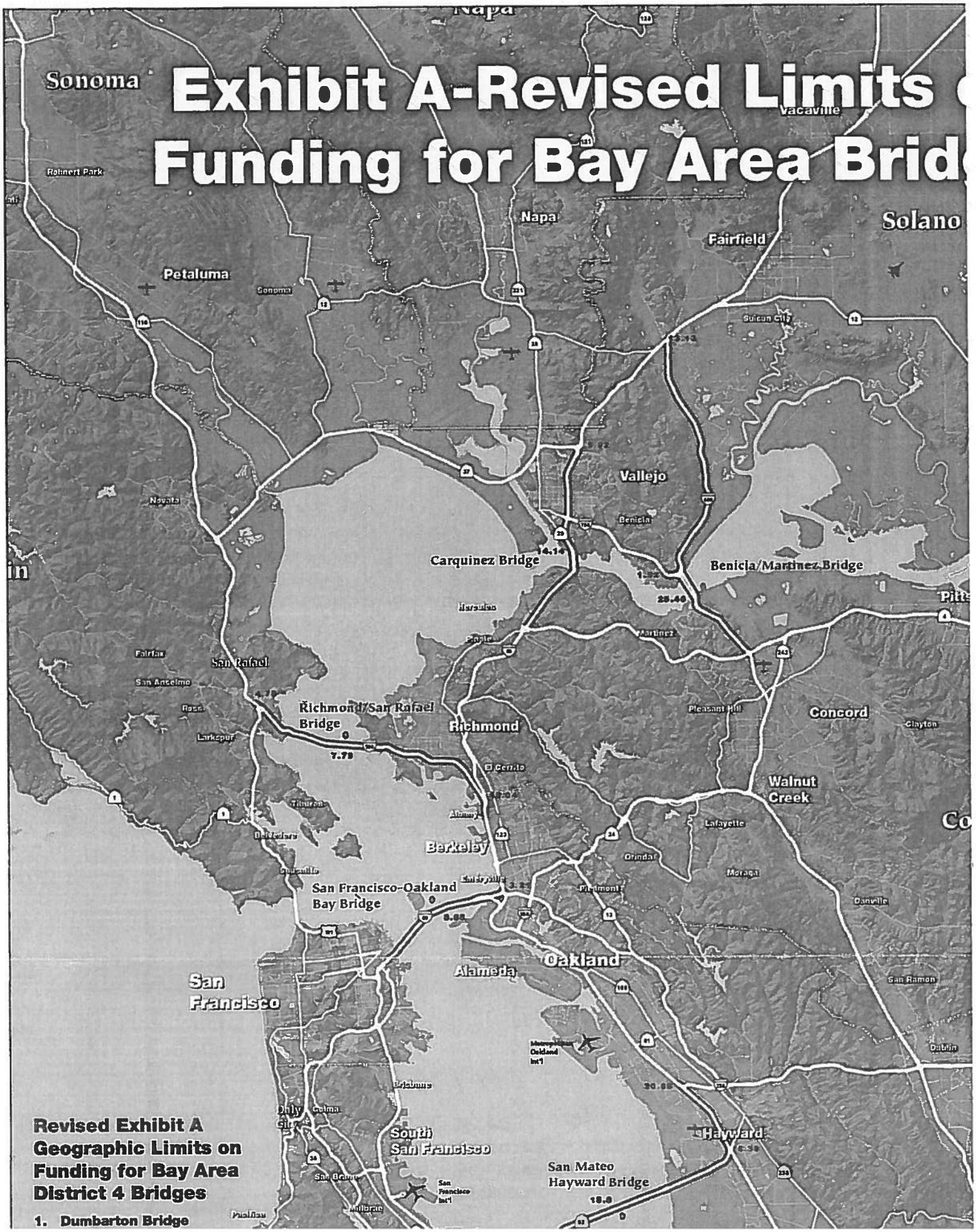
Exhibit A-Revised Limits
Funding for Bay Area Brid
Sonoma
Napa
Solano
Petaluma
Fairfield
Vacaville
Vallejo
Benicia
Carquinez Bridge
Benicia/Martinez Bridge
San Rafael
Richmond/San Rafael Bridge
Richmond
Concord
Walnut Creek
Berkeley
San Francisco-Oakland Bay Bridge
San Francisco
Oakland
Alameda
South San Francisco
Hayward
San Mateo Hayward Bridge
Revised Exhibit A
Geographic Limits on Funding for Bay Area District 4 Bridges
1. Dumbarton Bridge

Date: March 22, 2006
Revised: April 27, 2011
W.I.: 1253

ABSTRACT

BATA Resolution No. 62, Revised

This resolution authorizes the Bay Area Toll Authority (BATA) to enter into a cooperative agreement with the California Department of Transportation for the management and operation of the state-owned toll bridges in the Bay Area.

This resolution was revised on April 27, 2011, to revise the identification of the geographical limits of the bridges.

Further discussion of this resolution is contained in the Executive Director's memorandum to the BATA Oversight Committee dated April 6, 2011 and the Bay Area Toll Authority dated March 15, 2006.

Date: March 22, 2006
Revised: April 27, 2011
W.I.: 1253

RE: Authorizing a Cooperative Agreement with the State Department of Transportation

BAY AREA TOLL AUTHORITY

RESOLUTION NO. 62, REVISED

WHEREAS, Streets and Highways Code Section 30950 creates the Bay Area Toll Authority (BATA) that is the same as the Metropolitan Transportation Commission (MTC); and

WHEREAS, Streets and Highways Code Sections 30950 *et seq.* transfers to BATA certain current California Transportation Commission and California Department of Transportation (DEPARTMENT) duties and responsibilities for the bridges owned and operated by the DEPARTMENT in the San Francisco Bay Area; and

WHEREAS, the bridges subject to this agreement as defined in Streets and Highways Code Section 30910 are the Antioch, Benicia-Martinez, Carquinez, Richmond-San Rafael, San Francisco-Oakland, San Mateo-Hayward, and Dumbarton Bridges, and

WHEREAS, Streets and Highways Code Section 30952 provides that BATA and the DEPARTMENT shall enter into a cooperative agreement, upon mutually agreed terms and conditions, setting forth the methodology by which the DEPARTMENT shall operate the bridges and be responsible for the planning, design and construction of improvements, repairs or alterations to the bridges; and

WHEREAS, Streets and Highways Code Section 30950.2, gives BATA the responsibility for administering all toll revenues from the state-owned toll bridges within the jurisdiction of the Metropolitan Transportation Commission, once the obligations of the California Infrastructure and Economic Development Bank secured by the seismic retrofit surcharge imposed pursuant to subdivision (a) of SHC section 31010 are no longer outstanding (as defined by the constituent instruments), currently the Bay Area Toll Bridges Seismic Retrofit Revenue Bonds Series 2003A First Lien Bonds and Seismic Retrofit Revenue Notes Series 2005A Second Lien Commercial Paper.

WHEREAS, BATA now wishes to enter into a cooperative agreement with the DEPARTMENT; now, therefore, be it

RESOLVED, that the BATA authorizes the Executive Director, or his designee, to enter into a cooperative agreement with the DEPARTMENT, substantially as set forth in Attachment A, attached hereto and incorporated herein as though set forth at length; and, be it further

RESOLVED, that the Executive Director is delegated the authority to make modifications to Attachment A prior to its execution without further review by BATA, as long as such changes do not materially amend the terms of the cooperative agreement.

RESOLVED, that the agreement as set forth in Attachment A, supercedes and replaces all previous Cooperative Agreements between BATA and DEPARTMENT pertaining to the management and operations of the state-owned toll bridges in the Bay Area.

BAY AREA TOLL AUTHORITY

Jon Rubin, Chair

The above resolution was entered into by the Bay Area Toll Authority at a regular meeting of the Authority held in Oakland, California on March 22, 2006.