



Meeting Notice

1111 Broadway, Suite 800, Oakland, CA 94607

510.208.7400

www.AlamedaCTC.org

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City of Union City
Mayor Carol DuTra-Vernaci

Executive Director
Arthur L. Dao

I-580 Express Lane Policy Committee

Monday, June 08, 2015, 10:00 a.m.

1111 Broadway, Suite 800
Oakland, CA 94607

Mission Statement

The mission of the Alameda County Transportation Commission (Alameda CTC) is to plan, fund, and deliver transportation programs and projects that expand access and improve mobility to foster a vibrant and livable Alameda County.

Public Comments

Public comments are limited to 3 minutes. Items not on the agenda are covered during the Public Comment section of the meeting, and items specific to an agenda item are covered during that agenda item discussion. If you wish to make a comment, fill out a speaker card, hand it to the clerk of the Commission, and wait until the chair calls your name. When you are summoned, come to the microphone and give your name and comment.

Recording of Public Meetings

The executive director or designee may designate one or more locations from which members of the public may broadcast, photograph, video record, or tape record open and public meetings without causing a distraction. If the Commission or any committee reasonably finds that noise, illumination, or obstruction of view related to these activities would persistently disrupt the proceedings, these activities must be discontinued or restricted as determined by the Commission or such committee (CA Government Code Sections 54953.5-54953.6).

Reminder

Please turn off your cell phones during the meeting. Please do not wear scented products so individuals with environmental sensitivities may attend the meeting.

Glossary of Acronyms

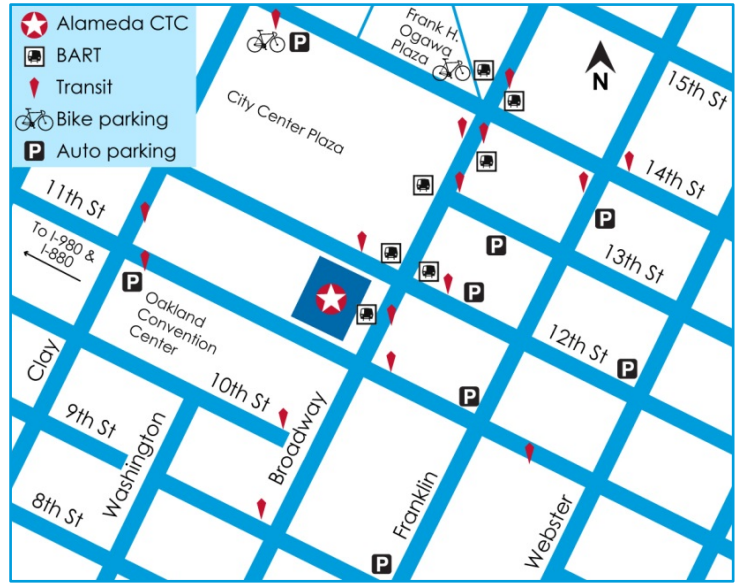
A glossary that includes frequently used acronyms is available on the Alameda CTC website at www.AlamedaCTC.org/app_pages/view/8081.

Location Map

Alameda CTC

1111 Broadway, Suite 800
Oakland, CA 94607

Alameda CTC is accessible by multiple transportation modes. The office is conveniently located near the 12th Street/City Center BART station and many AC Transit bus lines. Bicycle parking is available on the street and in the BART station as well as in electronic lockers at 14th Street and Broadway near Frank Ogawa Plaza (requires purchase of key card from bikelink.org).



Garage parking is located beneath City Center, accessible via entrances on 14th Street between 1300 Clay Street and 505 14th Street buildings, or via 11th Street just past Clay Street. To plan your trip to Alameda CTC visit www.511.org.

Accessibility

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Meeting Schedule

The Alameda CTC meeting calendar lists all public meetings and is available at www.AlamedaCTC.org/events/upcoming/now.

Paperless Policy

On March 28, 2013, the Alameda CTC Commission approved the implementation of paperless meeting packet distribution. Hard copies are available by request only. Agendas and all accompanying staff reports are available electronically on the Alameda CTC website at www.AlamedaCTC.org/events/month/now.

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I-580 Express Lane Policy Committee Meeting Agenda

Monday, June 8, 2015, 10:00 a.m.*

*Or immediately following the I-680 Sunol SMART Carpool Lane Joint Powers Authority meeting

1111 Broadway, Suite 800, Oakland, CA 94607 • 510.208.7400 • www.AlamedaCTC.org

Chair: Mayor John Marchand, City of Livermore
Vice Chair: Supervisor Nate Miley, Alameda County District 4
Commissioners: Scott Haggerty, Rebecca Kaplan, Bill Harrison, Jerry Thorne, David Haubert
Staff Liaison: Kanda Raj
Executive Director: Arthur L. Dao
Clerk: Vanessa Lee

1. Roll Call

2. Public Comment

3. Consent Calendar

	Page	A/I
3.1. May 11, 2015 I-580 Express Lane PC Meeting Minutes	1	A
Recommendation: Approve the May 11, 2015 meeting minutes.		

4. Regular Matters

4.1. I-580 Corridor High Occupancy Vehicle/Express Lane Projects (PN 720.4/720.5/724.1/724.4/724.5): Monthly Progress Report	3	I
4.2. I-580 Express Lanes: Cooperative Agreement with Bay Area Toll Authority	25	A
Recommendation: Approve and Authorize the Executive Director to enter into a Cooperative Agreement with Bay Area Toll Authority for customer services necessary to support express lane implementation.		
4.3. I-580 Express Lanes: Toll Enforcement Ordinance	51	A
Recommendation: Approve the toll enforcement ordinance for enacting toll evasion violation enforcement on the I-580 Express Lanes.		

5. Committee Member Reports (Verbal)

6. Staff Reports (Verbal)

7. Adjournment

Next Meeting: July 13, 2015

All items on the agenda are subject to action and/or change by the Commission.

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I-580 Express Lane Policy Committee Meeting Minutes Monday, May 11, 2015, 10:00 a.m.

3.1

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1. Roll Call

The Clerk conducted a roll call. All committee members were present with the exception of Commissioner Miley and Commission Kaplan.

Subsequent to the roll call:

Commissioner Miley arrived during Item 4.1.

2. Public Comment

There was no public comment.

3. Consent Calendar

3.1 March 9, 2015 I-580 Express Lane PC Meeting Minutes

Commissioner Haubert motioned to approve the consent calendar. Commissioner Thorne seconded the motion. The motion passed unanimously (Miley and Kaplan absent).

4. Regular Matters

4.1. I-580 Corridor High Occupancy Vehicle/Express Lane Projects (PN 720.4/720.5/724.1/724.4/724.5): Monthly Progress Report

Stefan Garcia presented the I-580 Corridor High Occupancy Vehicle (HOV)/Express Lane Projects Monthly Progress Report. He stated that the environmental and civil design work for the express lanes is complete and construction activities are on-going in both eastbound and westbound directions. Kanda Raj stated that system integration has begun and updated the committee on coordination with BATA for toll tag distribution, customer service agreement and interface the I-580 toll system with customer service center operations. He stated that the in August 2015, interface testing will be conducted to verify that the transactions are processed correctly, ahead of lane opening in November 2015.

Commissioner Thorne asked how many people attend outreach events regarding the lane. Heather Barber stated that it varies from small targeted events with 100-150 people to bigger events with 50-thousand people.

This item was for information only.

4.2. I-580 Express Lanes: Status Update on Cooperative Agreement with Bay Area Toll Authority for Customer Services

Kanda Raj provided a status update on the cooperative agreement with Bay Area Toll Authority for Customer Services. He stated that since Bay Area Toll Authority (BATA) is set up to perform electronic toll collections in the Bay Area, as they have been operating seven Bay Area Toll Bridges, and in accordance with Section 149.5 of Streets and Highway Code, the Alameda CTC staff is negotiating with BATA to enter into an agreement for toll collection and customer services. Kanda stated that staff is in the

process of completing a scope and fee proposal with BATA for its services to provide the administrative procedures associated with the toll evasion violation process, in addition to toll collection, account maintenance and general customer services associated with the FasTrak® accounts, and will bring an agreement for Commissioners' consideration in June 2015 meeting.

Commissioner Marchand asked if a solo user can use both Fastrak and Fastrak flex in the corridor. Kanda stated that a solo driver can use either transponder, however will have to set the switch setting to "1" if chose to use a FasTrak flex transponder. He mentioned that carpool drivers will need to obtain a Fastrak flex transponder, set the switch setting at "2" or "3" to get toll free travel.

This item was for information only.

4.3. I-580 HOV/Express Lane Hours of Operation Update

Kanda Raj provided a brief update on the I-580 HOV/Express Lane hours of operation. He stated that the California Department of Transportation (Caltrans) is mandated by State and Federal statues to define the hours of operation within the State in consultation with the Regional Transportation Planning Agency (which is Metropolitan Transportation Commission-MTC for the Bay Area) and the California Highway Patrol. The HOV Lane Committee comprised on these agencies met twice to review Alameda CTC's request to extend the HOV/Express Lane hours of operation, however could not agree on the hours. Caltrans and MTC seem to have philosophical differences on how the lanes should be managed. Alameda CTC staff will continue to work with these agencies to determine the hours of operation and will provide a detailed update at the July 2015 Committee meeting.

This item was for information only.

5. Committee Member Reports

There were no committee member reports.

6. Staff Reports

There were no staff reports.

7. Adjournment/ Next Meeting

The next meeting is:

Date/Time: Monday, June 08, 2015 @ 10:00 a.m.

Location: Alameda CTC Offices, 1111 Broadway, Suite 800, Oakland, CA 94607

Attested by:



Vanessa Lee, Clerk of the Commission



DATE: June 1, 2015

SUBJECT: I-580 Corridor High Occupancy Vehicle/Express Lane Projects (PN 720.4/720.5/724.1/724.4/724.5): Monthly Progress Report

RECOMMENDATION: Receive a monthly status update on the I-580 Corridor High Occupancy Vehicle/Express Lane Projects.

Summary

The Alameda CTC is sponsoring the I-580 Corridor High Occupancy Vehicle (HOV)/Express Lane Projects along the I-580 corridor in the Tri-Valley. The Eastbound I-580 Express Lane Project will convert the newly constructed eastbound HOV lane, from Hacienda Drive to Greenville Road, to a double express lane facility. The I-580 Westbound Express Lane Project will convert the westbound HOV lane (currently under construction) to a single express lane facility from Greenville Road to San Ramon Road/Foothill Road.

Construction of express lane civil infrastructure, for the combined eastbound and westbound express lanes, is being implemented through multiple contract change orders (CCO's) on the on-going HOV Lane construction contracts for constructing the necessary infrastructure, such as signing, sign gantries for dynamic messaging and toll reading, electrical conduit for connecting power and communication sources, and striping to accommodate the express lanes. The final component of express lane implementation, system Integrator contract will install the required communication equipment, toll hardware and integrate the toll subsystems, utilizing emerging technologies/software development. Coordination with regional agencies and California Toll Operators Committee is crucial for implementing express lanes on I-580. The express lane facility is scheduled to open for public use in November 2015.

For detailed information on project funding, schedule and status of each corridor project, including the Eastbound HOV Lane Project - Segment 3 Auxiliary Lanes, the Westbound HOV Lane Project (Segments 1 and 2), the Eastbound I-580 Express Lane Project, Westbound I-580 Express Lane Project and Toll System Integration activities, see Attachments A, B, C, D and E of this report. This item is for information only.

Background

The projects in the I-580 Corridor will provide increased capacity, safety and efficiency for commuters and freight along the primary corridor connecting the Bay Area with the Central Valley. In its role as project sponsor, the Alameda CTC has been working in partnership with Caltrans, California Highway Patrol, the Metropolitan Transportation Commission (MTC), Alameda County, and the cities of Livermore, Dublin, and Pleasanton to deliver the projects.

The I-580 Corridor HOV Lane Projects will be completed with the construction of three final projects in the Livermore Valley (two westbound HOV segments and one eastbound auxiliary (AUX) lanes project). All of these projects are currently in construction and are being administered by Caltrans. Construction activity began in March 2013 and will complete by late 2015 in parallel with completion of express lane infrastructure.

For efficiency purposes, the I-580 Eastbound and Westbound Express Lane Projects have been combined into one construction project. All the contract change orders (CCO's) for express lane-civil infrastructure construction have already been issued to the on-going construction contracts along I-580 (I-580 Westbound HOV, I-580 Eastbound Auxiliary Lane and Freeway Performance Project). The benefit of implementing CCO's is to avoid working in the environmentally sensitive areas, minimize additional traffic disruptions to the traveling public, reduce or eliminate re-work and potentially finish construction sooner. Specific items in CCO's include:

- Electrical Conduit – across and along I-580
- Service and controller cabinets
- Striping – stripe to final express lane configuration
- Install K-rail along median at sign locations
- Median concrete barrier
- Fiber Optics Cable
- Sign structures including tolling gantries, dynamic messaging signs, lighting standards and other sign structures.

Development of system integration is complete and toll system installation has begun. To avoid schedule conflicts, the toll system installation activities have been coordinated with on-going HOV lane construction projects within the corridor. Installation activities of express lane-toll system, including subsystem to communicate with regional customer service center will be completed and tested prior to opening the toll lanes to general public in November 2015.

Fiscal Impact: There is no significant fiscal impact to the Alameda CTC budget due to this item. This is information only.

Attachments

- A. I-580 Eastbound HOV Lane Project Monthly Progress Report (PN 720.5)
- B. I-580 Westbound HOV Lane Projects Monthly Progress Report (PN 724.4/724.5)
- C. I-580 Eastbound Express Lane Project Monthly Progress Report (PN 720.4)
- D. I-580 Westbound Express Lane Project Monthly Progress Report (PN 724.1)
- E. I-580 Express Lanes System Integration Monthly Progress Report
- F. I-580 Corridor HOV Lane Projects – Location Map
- G. I-580 Corridor Express Lane Projects – Location Map

Staff Contact

[Stefan Garcia](#), Project Controls Team

[Kanda Raj](#), Project Controls Team

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ATTACHMENT A
I-580 Eastbound HOV Lane Project (PN 720.5)
Monthly Progress Report
May 2015

PROJECT DESCRIPTION

The Eastbound I-580 HOV Lane Project is completing one final construction segment, Segment 3 Auxiliary (AUX) Lanes, between Hacienda Drive and Greenville Road. The Project scope includes:

- Construction of auxiliary lanes from Isabel Avenue to First Street;
- Pavement width necessary for a double express (high occupancy toll lane facility);
- Final lift of asphalt concrete (AC) pavement and striping for entire eastbound project limits from Hacienda Drive to Portola Avenue;
- The soundwall that was deleted from the I-580/Isabel Avenue Interchange Project; and
- The widening of two bridges at Arroyo Las Positas in the eastbound direction.

CONSTRUCTION STATUS

Traffic Handling & Night Work

Construction activities include both day and night work. Significant work is involved in rehabilitating the existing pavement which requires closing traffic lanes; however, no complete freeway closures are anticipated. Due to heavy daytime traffic volumes, closing traffic lanes in the daytime is not feasible. For this reason, pavement rehabilitation work can only be done during nighttime hours. Night work will include setting lane closures and shifting traffic lanes (placement of safety barrier (k-rail) and striping work), existing pavement rehabilitation work (crack and seat, slab replacement and overlay) and electrical work. Caltrans lane closure charts permit the contractor to perform this work at night between 9pm and 4am. Work behind k-rail and all bridge work is expected to occur during daytime hours.

Construction Challenges

Alameda CTC staff is working in close coordination with Caltrans to implement the project within limited funding. Challenges and managed risks for this project include:

- Bird Nesting on structures and in adjacent field areas
- Installation of future express Lane components to facilitate express lane completion. Project staff is working to combine HOV and express lane construction work in a manner that will keep the single HOV lane open until the double lane HOV/express lane facility is completed

Completed Activities – 81% of the contract work was completed as of 04/20/15

Construction activities began in April 2013. Work completed to date includes:

- Construction of auxiliary lanes from Isabel Ave. to First St.
- Las Positas Creek (EB and WB) bridge widening
- Widening of major box culvert at Arroyo Seco and modification of drainage facilities; Creek diversion is removed and area restored
- Most retaining walls on the outside of the freeway corridor

Ongoing & Upcoming Activities

Caltrans maintains a project website (<http://www.dot.ca.gov/dist4/projects/i580wbhov/>) and conducts public information and outreach efforts in cooperation with Alameda CTC. Ongoing and upcoming work activities include:

- Construct remaining retaining wall #18 and sound wall east of Portola Ave.
- Install Lighting and Traffic Operation Systems
- Install infrastructure to support express lane operations
- Pull fiber optic trunk line on south side of I-580 from Hacienda Dr. to Greenville Rd.
- Rubberized hot mix asphalt and open graded asphalt concrete will be placed on main line I-580 between Hacienda Dr. and Greenville Rd. from June through September 2015

FUNDING AND FINANCIAL STATUS

The I-580 Eastbound HOV Project is funded through federal, state and local funds.

Funding Plan – SEGMENT 3

Project Phase	Funding Source (\$ million)						Total
	CMIA	RM2	TVTC	FED	SHOPP	Meas. B	
PA&ED						0.02	0.02
PS&E		1.72	1.30	0.23			3.25
ROW		0.17	0.08			0.28	0.53
Construct Cap	17.87	2.20	0.14		4.69	6.57	31.47
Construct Sup	2.53	1.12	0.10			0.71	4.46
Total	20.40	5.21	1.62	0.23	4.69	7.58	39.73
Total Project Cost: \$39.7M							

SCHEDULE STATUS

The Eastbound AUX Lane project between Hacienda Drive and Greenville Road was advertised on July 9, 2012; bids were opened on October 5, 2012. Caltrans awarded the contract to OC Jones & Sons (with a bid 6.33 percent below the Engineer's Estimate) on November 16, 2012. With the inclusion of infrastructure to support express lane operations, construction is now planned to complete in late 2015.

Project Approval	December 2011 (A)
RTL	May 2012 (A)
CTC Vote	May 2012 (A)
Begin Construction (Award)	November 2012 (A)
End Construction	October 2015 (T)

ATTACHMENT B
I-580 Westbound HOV Lane Projects (PN 724.4/724.5)
Monthly Progress Report
May 2015

PROJECT DESCRIPTION

The Westbound (WB) I-580 HOV Lane Project includes three segments:

- **SEGMENT 1** – WB HOV Eastern Segment from Greenville Road to Isabel Avenue
- **SEGMENT 2** – WB HOV Western Segment from Isabel Avenue to San Ramon Road
- **SEGMENT 3** – Bridge widening at Arroyo Las Positas Creek. This work is included in the construction contract for the Eastbound (EB) HOV Lane Project (see Attachment A).

CONSTRUCTION STATUS – SEGMENTS 1 & 2**Traffic Handling & Night Work**

Construction activities include both day and night work. Significant work is involved in rehabilitating the existing pavement which requires closing traffic lanes; however, no complete freeway closures are anticipated. Due to heavy daytime traffic volumes, closing traffic lanes in the daytime is not feasible. For this reason, pavement rehabilitation work can only be done during nighttime hours. Night work will include setting lane closures and shifting traffic lanes (placement of safety barrier (k-rail) and striping work), existing pavement rehabilitation work (crack and seat, slab replacement and overlay) and electrical work. Caltrans lane closure charts permit the contractor to perform this work at night between 9pm and 4am. Work behind k-rail and all bridge work is expected to occur during daytime hours.

Construction Challenges

Alameda CTC staff is working in close coordination with Caltrans to implement the project within limited funding. Challenges and managed risks for the project include:

SEGMENT 1 (Eastern Segment)

- Installation of future express Lane components to facilitate express lane completion. Project staff is working to combine HOV and express lane construction work in a manner that will allow the HOV/express lane facility to be opened concurrently
- Additional widening of the North Livermore Avenue structure to accommodate express lane width requirements
- New retaining wall to account for recent, accelerated erosion within the Arroyo Seco Creek adjacent to the widening necessary for westbound lanes
- Coordination with concurrent Caltrans projects in the area to reduce cost
- Bird Nesting on structures and in adjacent field areas
- Revision of pavement slab replacements to prioritize in areas most in need

SEGMENT 2 (Western Segment)

- Installation of future express lane components to facilitate express lane completion. Project staff is working to combine HOV and express lane construction work in a manner that will allow the HOV/express lane facility to be opened concurrently

- Elimination of a retaining wall to reduce project cost
- Changes to the pavement cross section to reduce project cost
- Bird Nesting on structures and in adjacent field areas
- Revision of pavement slab replacements to prioritize in areas most in need

Completed Activities

Construction activities began in March 2013. Work completed to date includes:

SEGMENT 1 (Eastern Segment) – 74% of the contract work was completed as of 04/20/15

- North Livermore Avenue bridge widening
- Bridge widening at Arroyo Las Positas (2 locations)
- Arroyo Seco RCB culvert extension
- Construct major drainage facilities (e.g. double box culvert)
- Concrete pavement slab replacements
- Excavate and construct retaining walls and soil nail walls
- Median barrier reconfiguration
- Soundwall construction at Vasco Road
- Paving of ramp and gore areas
- Installation of electroliers in the median
- Installation of sign structure foundations in the median for express lane tolling system signage

SEGMENT 2 (Western Segment – 80% of the contract work was completed as of 04/20/15

- Median widening from Airway Boulevard to Hacienda Drive
- Temporary striping, shift traffic lanes and placement of safety barrier (k-rail) to allow for Stage 2 outside widening
- Median widening and barrier reconfiguration
- Bridge widening at Dougherty Undercrossing near Dublin BART station
- Bridge widening at Tassajara Creek
- Precast slab pavement replacements
- Retaining walls substantially completed
- Outside widening from Airway Boulevard to Hacienda Drive
- Installation of electroliers in the median
- Installation of sign structure foundations in the median for express lane tolling system signage

Ongoing & Upcoming Activities

Caltrans maintains a project website

(<http://www.dot.ca.gov/dist4/projects/i580wbhov/>) and conducts public information and outreach efforts in cooperation with Alameda CTC. Ongoing and upcoming work activities include:

SEGMENT 1 (Eastern Segment)

- Install drainage facilities in median
- Install Lighting and Traffic Operation Systems
- Install infrastructure to support express lane operations
- Final pavement layers will be placed on main line I-580 between Greenville Road and Airway Boulevard from April through September 2015

SEGMENT 2 (Western Segment)

- Install drainage systems
- Complete retaining walls
- Install Lighting and Traffic Operation Systems
- Install infrastructure to support express lane operations
- Final paving and striping between Airway Boulevard and Hacienda Drive will begin in June 2015

FUNDING AND FINANCIAL STATUS

The I-580 Westbound HOV Lane Project is funded through federal, state and local funds available for the I-580 Corridor. The total project cost is \$143.9M, comprised of programmed (committed) funding from federal, state and local sources.

Funding Plan – SEGMENT 1 (Eastern Segment)

Project Phase	Funding Source (\$ million)							Total
	CMIA	RM2	TCRP	FED	SHOPP	Meas. B	TVTC	
Scoping		0.53	0.04					0.57
PA&ED		4.38						4.38
PS&E		2.29	0.11	0.15		1.69	0.42	4.66
ROW		1.16				0.04		1.20
Utilities		0.32						0.32
Const Cap	35.34		5.92	6.19	13.54	1.60		62.59
Const. Sup	6.52		1.59			1.08		9.19
Total	41.86	8.68	7.66	6.34	13.54	4.41	0.42	82.91
Total Project Cost: \$82.9M								

Funding Plan – SEGMENT 2 (Western Segment)

Project Phase	Funding Source (\$ million)							Total
	CMIA	RM2	TCRP	FED	SHOPP	Meas. B	TVTC	
Scoping		0.36	0.02					0.38
PA&ED		2.92						2.92
PS&E		1.53	0.07	0.10		1.12	0.28	3.10
ROW		0.77				0.03		0.80
Utilities		0.21						0.21
Const Cap	33.73		2.49		9.61	0.10	0.30	46.23
Const. Sup	6.75					0.58		7.33
Total	40.48	5.79	2.58	0.10	9.61	1.83	0.58	60.97
Total Project Cost: \$61.0M								

SCHEDULE STATUS

SEGMENT 1 (Eastern Segment):

The Westbound HOV Eastern Segment from Greenville Road to Isabel Avenue was advertised on July 16, 2012 and bids were opened on September 19, 2012. Caltrans awarded the contract to Ghilotti Construction Company, Inc. (with a bid 16.33 percent below Engineer's Estimate) on November 20, 2012. With the inclusion of infrastructure to support express lane operations, construction is now planned to complete in early 2016.

Project Approval	January 2010 (A)
RTL	May 2012 (A)
CTC Vote	May 2012 (A)
Begin Construction (Award)	November 2012 (A)
End Construction	January 2016 (T)

SEGMENT 2 (Western Segment):

The Westbound HOV Western Segment from Isabel Avenue to San Ramon Road was advertised on June 25, 2012 and bids were opened on August 29, 2012. Caltrans awarded the contract to DeSilva Gates Construction (with a bid 23.32 percent below Engineer's Estimate) on October 29, 2012. With the inclusion of infrastructure to support express lane operations, construction is now planned to complete in mid 2015.

Project Approval	January 2010 (A)
RTL	April 2012 (A)
CTC Vote	April 2012 (A)
Begin Construction (Award)	October 2012 (A)
End Construction	July 2015 (T)

ATTACHMENT C
I-580 Eastbound Express Lane Project
Monthly Progress Report
May 2015

PROJECT DESCRIPTION

The I-580 Eastbound Express Lane Project will convert the newly constructed eastbound HOV lane, from Hacienda Drive in Dublin/Pleasanton to Greenville Road in Livermore, to a majority double express lane facility for the a distance of approximately 11 miles.

PROJECT DELIVERY STATUS

- Civil design is complete and combined with the westbound component as one contract package. The civil construction is being implemented through the Contract Change Orders (CCOs) process; under the three I-580 HOV lane projects currently in construction (I-580 Westbound HOV Lane - West Segment, I-580 Westbound HOV Lane - East Segment and I-580 Eastbound HOV Lane - Segment 3 with Auxiliary Lanes). All the CCOs have been issued and coordinated with Caltrans construction management staff and the contractors
- Electronic toll system design development is complete
- Caltrans issued permit for the system integrator to begin installing toll system equipment

RECENT ACTIVITIES

- Construction activities are progressing, for detailed civil construction updates see Attachment A
- Construction coordination meetings have been held to ease construction sequence between the civil and systems construction projects
- Public outreach activities are progressing
- For toll system and outreach activity updates see Attachment E

UPCOMING ACTIVITIES

- Coordinate civil construction activities to install toll system, civil construction updates are provided in Attachment A
- Toll system and outreach updates are provided in Attachment E

POTENTIAL ISSUES/RISKS

With the exception of final paving and striping, the civil construction activities are scheduled to be completed in spring 2015 to allow electronic toll system installation so that the express lane facility can be opened by November 2015. Construction schedule is very aggressive. Staff has been working closely with Caltrans and the toll system integrator, Electronic Transaction Consultant Corporation (ETCC) to monitor progress and take appropriate actions to maintain the schedule.

FUNDING AND FINANCIAL STATUS

The total project cost of the combined express lane project is \$55 million and is fully funded with a combination of federal, regional and local fund sources.

SCHEDULE STATUS

I-580 Eastbound Express Lane Project Schedule:

Project Approval	March 2014 (A)
Civil Design Completion	April 2014 (A)
Begin Construction	June 2014 (A)
End Construction (Civil and System Integration)	November 2015 (T)

ATTACHMENT D
I-580 Westbound Express Lane Project
Monthly Progress Report
May 2015

PROJECT DESCRIPTION

The I-580 Westbound Lane Project will convert the planned westbound HOV lane (currently in construction), to a single express lane facility from Greenville Road in Livermore to San Ramon Road / Foothill Road in Dublin / Pleasanton, a distance of approximately 14 miles.

PROJECT DELIVERY STATUS

- Civil design is complete; it has been combined with the eastbound component as one contract package. The civil construction is being implemented through the Contract Change Order (CCO) process under the three I-580 HOV lane projects currently in construction (I-580 Westbound HOV Lane - West Segment, I-580 Westbound HOV Lane - East Segment and I-580 Eastbound HOV Lane - Segment 3 with Auxiliary Lanes). All the CCOs have been issued and coordinated with Caltrans construction management staff and the contractors
- Electronic toll system design development is complete
- Caltrans issued permit for the system integrator to begin installing toll system equipment.

RECENT ACTIVITIES

- Construction activities are progressing, see Attachment B for civil construction updates
- Construction coordination meetings have been held to ease construction sequence between the civil and toll systems construction projects
- Public outreach activities are progressing
- For toll system and outreach activity updates see Attachment E

UPCOMING ACTIVITIES

- Coordinate civil construction activities to install toll system, civil construction updates are provided in Attachment B
- Toll system and outreach updates are provided in Attachment E

POTENTIAL ISSUES/RISKS

With the exception of final paving and striping, civil construction activities are scheduled to complete in spring 2015 to allow electronic toll system installation so that express lane facility can be opened by November 2015. This schedule is very aggressive. Staff has been working closely with Caltrans and the toll system integrator,

Electronic Transaction Consultant Corporation (ETCC) to monitor progress and take appropriate actions to maintain the project schedule.

FUNDING AND FINANCIAL STATUS

The total project cost of the combined express lane project is \$55 million and is fully funded with a combination of federal, regional and local fund sources.

SCHEDULE STATUS

I-580 Westbound Express Lane Project Schedule:

Project Approval	August 2013 (A)
Civil Design Completion	April 2014 (A)
Begin Construction	June 2014 (A)
End Construction (Civil and System Integration)	November 2015 (T)

ATTACHMENT E
I-580 Express Lanes System Integration
Monthly Progress Report
May 2015

SYSTEM INTEGRATION SCOPE DESCRIPTION

The I-580 Express Lane civil contract will construct the necessary civil infrastructure to implement the express lanes on I-580, these items include signing, sign gantries for dynamic messaging and toll reading, electrical conduit for connecting power and communication sources and pavement striping. The System Integration component of the project will include communication and tolling hardware design, software development, and factory testing of equipment/design, toll system equipment /hardware installation and toll system integration. It will also consist of field testing the toll equipment and all subsystems, including the interfaces to the Bay Area Toll Authority - Regional Customer Service Center and Caltrans, prior to implementing the new express lanes. Since the express lane implementation is still a relatively new concept to the Bay Area commuters and involves emerging technologies, Alameda CTC embarked on a robust public education and outreach campaign in February 2015.

Detailed Discussion

System integration in the I-580 corridor includes the most recent technologies for software, hardware and traffic detection to efficiently manage current and forecasted traffic congestion by optimizing the existing corridor capacity. The system integrator, however, will continue to own the software while the implementing agency will pay for a license to allow for the use of the toll integrator's software and services.

As reported during the I-580 Workshops held in 2013, the project will include "near continuous" type access configuration to provide additional access opportunities while reducing the foot-print required for implementing a shared express/general purpose lane facility. In addition, the near continuous access configuration looks and feels similar to a High Occupancy Vehicle (HOV) facility and, therefore, is expected to provide driver familiarity through the corridor.

Throughout the facility, real-time traffic/travel conditions will be gathered through traffic monitoring stations/devices and demand-based toll rates will be calculated, utilizing a dynamic pricing model algorithm. Calculated toll rates will be displayed on Dynamic Message Signs (DMSs) ahead of potential express lane entry locations in order to inform travelers. The DMSs are expected to display two rates, the first rate is for travel within the current or immediately downstream zone and the second rate is for travel to a major destination within the corridor (determined as the end of the line in the I-580 Corridor). To support near continuous access configuration, the electronic toll system has been developed to implement zone tolling and automated toll evasion violation enforcement (involving license plate image capture and review process). Closely

spaced toll antennas and readers will be placed approximately at ¼-mile intervals to effectively read FasTrak® / FasTrak flex® (aka switchable) transponders. A transponder will be read once within a (tolling) zone by a toll reader and will be charged a fee for use of the lane. To enact toll evasion violation enforcement the Commission will have to adopt a "Toll Enforcement Ordinance" under the purview of Vehicle Code Section 40250 which allows toll operators to enact such ordinances, including the penalties associated with violations. See Agenda Item 4.3 for more details. Implementation of this ordinance will involve several administrative steps that are discussed in Agenda Items 4.2.

Express lane implementation on I-580 will depend on services provided by others, primarily by the Bay Area Toll Authority (BATA). Therefore, staff has been working closely with BATA to finalize the FasTrak flex® (aka switchable) transponder rollout plan, a new I-580 customer service agreement for BATA to provide services such as toll collection, FasTrak account relations, toll violation/delinquent notices and penalty collection services, etc. (detailed discussions included in Agenda Item 4.2); and the interface requirements for interacting toll systems with BATA operated regional customer service center. Project toll system development and implementation are contingent on finalizing the above.

Since express lanes involve emerging technologies and are a relatively new concept to Bay Area commuters, a comprehensive education and outreach effort is underway to inform motorists about the benefits of the new lanes, how to use them, and how to obtain the required FasTrak® or FasTrak Flex toll tags. An I-580 Express Lanes education and outreach campaign is being implemented within the project area and throughout the I-580 travel sheds, which include San Joaquin, Stanislaus and Contra Costa Counties.

PROJECT STATUS

ETCC has completed software and hardware development consistent with project concepts presented during the I-580 Workshops held in 2013. Zone tolling and automated toll evasion violation enforcement are part of the design development. Toll system implementation will also include tools to support the California Highway Patrol's efforts in curtailing vehicle occupancy violation. Sequencing of ETCC's filed installation has been coordinated with the on-going Caltrans construction projects to determine feasible construction windows for the toll system installation to open the lanes in November 2015.

Staff, in cooperation with regional partners, has embarked on a comprehensive public education and outreach program and is working closely with the cities of Livermore, Pleasanton and Dublin staff to provide advance project information to the local communities.

RECENT ACTIVITIES

- Conducted monthly coordination meetings with ETCC and Caltrans construction to coordinate the sequence of construction activities
- Procured several toll system equipment, including back office equipment, and began field installation activities
- Continued to discuss interface requirements with BATA's vendor Xerox for processing transponder-based and image-based toll trips. An interface testing (successful testing of toll transaction/trip information transfers) is expected in August 2015.
- Continued to work with BATA on tasks necessary for distributing FasTrak flex toll transponders, reaching out to the patrons and completing a customer services agreement
- Conducted the following public education and outreach activities:
 - Launched an Express Lanes Hotline 510-208-7499
 - Conducted monthly working meetings with MTC/BAIFA/BATA to develop and implement consistent messages with 511 Rideshare and Bay Area Express Lanes
 - Developed public outreach materials in English and Spanish
 - Placed informational posters in pedestrian-focused kiosks in Livermore
 - Supported MTC/BATA's efforts to provide FasTrak Flex at retail locations throughout the I-580 commute shed when the tag becomes available this summer and coordinated schedule with BATA/Xerox to attend outreach events to supply FasTrak/FasTrak Flex directly to customers during outreach events in August – October
 - Conducted public education and outreach events at the following:
 - May 2-3: Livermore Wine Festival
 - May 6: Pleasanton's First Wednesday Street Party
 - May 21: Dublin Farmers Market
 - May 28: Livermore Farmers Market

UPCOMING ACTIVITIES

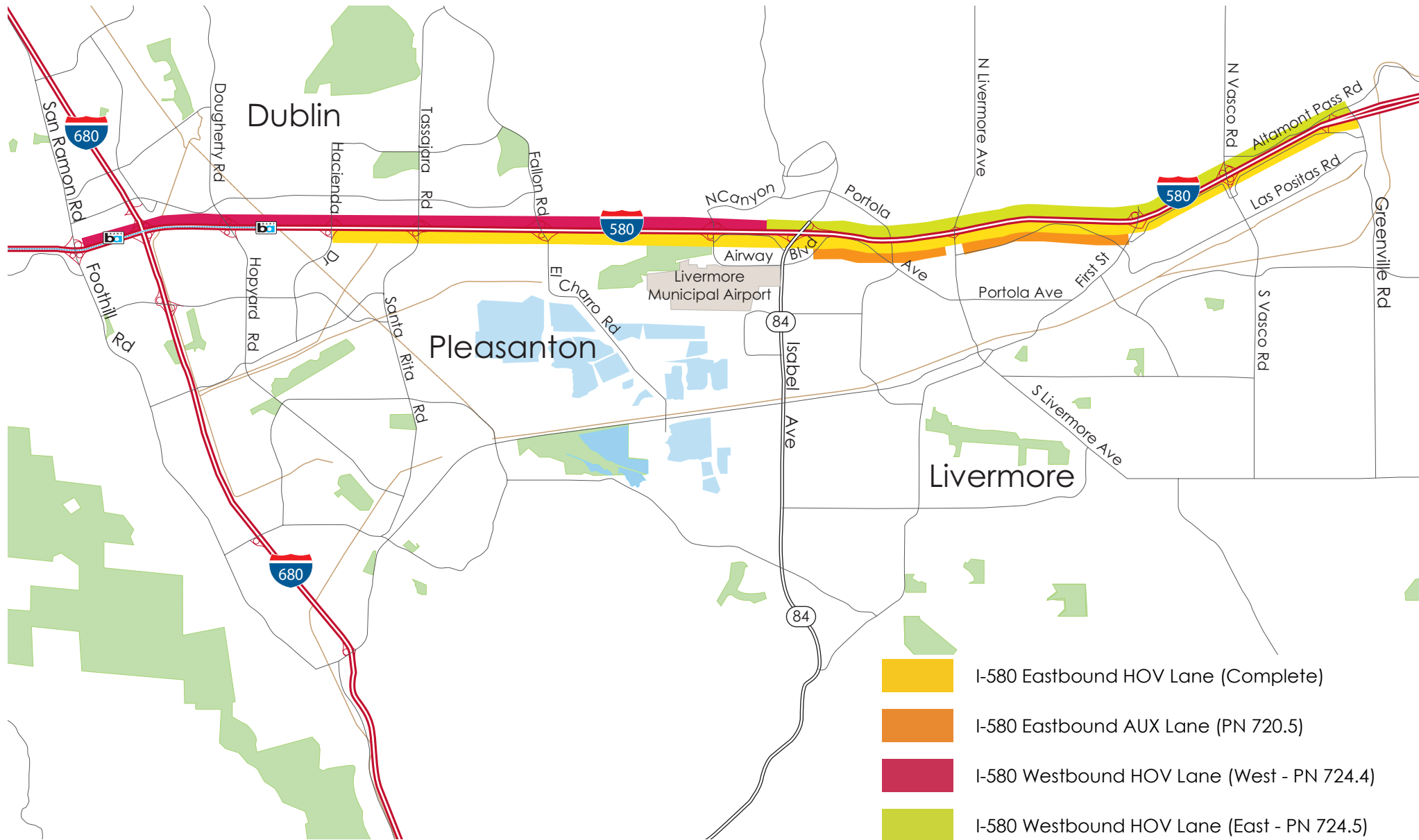
- Continue to work with BATA/Xerox to finalize interfacing requirements with BATA Regional Customer Service Center
- Continue to work with Caltrans to complete an Operations and Maintenance Agreement by summer 2015
- Continue to install toll system equipment
- Upon completing toll system installation, perform site/field acceptance testing in early fall 2015 to validate hardware and software design development, prior to opening the new express lanes facility
- Continue outreach and education efforts to public/stakeholders, focused on educating them about the benefits of express lanes, how to use the lanes, new technologies, including the required use of FasTrak flex (switchable) transponders, and how the public can acquire a new transponder, etc.
- Continue to work with the Cities, Caltrans and contractors to install advance message signs within the corridor, to provide advance project information.
- Upcoming outreach activities:
 - Implement Media Plan including radio and print media

- Outreach to employers within commute shed
- E-blasts to media and stakeholders
- Develop and distribute Express Lane video
- Place on-corridor signage and over-the-road banners
- Coordinate with 511.org and San Joaquin County's employer-based Travel Demand Management programs to include 580 Express Lane information on websites, through social media and e-newsletters
- Conduct public education and outreach events at the following:
 - June 6: Tracy Farmers Market
 - June 6: Mountain House Kite Festival
 - June 13-14: Livermore Rodeo
 - June 18: Dublin Farmers Market
 - June 18: Livermore Farmers Market
 - June 19: Alameda County Fair Senior Day

FUNDING AND FINANCIAL STATUS

The total project cost of the combined Eastbound and Westbound I-580 Express lane project is \$55 million, and is fully funded with a combination of federal, regional and local fund sources.

I-580 Corridor HOV Lane Projects - Location map

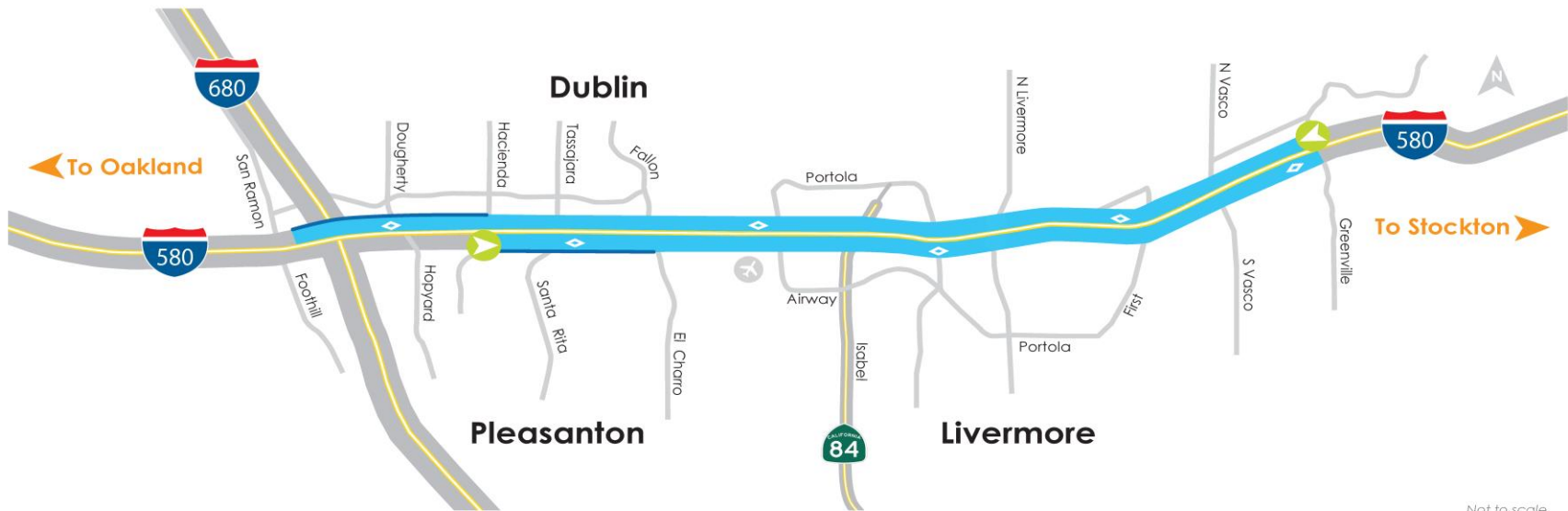


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I-580 Express Lanes Project Location Map

4.1G



Not to scale



Two Eastbound Express Lanes

Lanes begin at Hacienda

No entry/exit from eastbound express lanes from Hacienda to Fallon / El Charro.

Please note: For access to Santa Rita Road, do not enter express lanes.



One Westbound Express Lane

Lane begins at Greenville

No entry/exit from westbound express lane from Hacienda to end.

Please note: For access to I-680 or Dougherty, exit express lane before Hacienda.

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Memorandum

4.2

1111 Broadway, Suite 800, Oakland, CA 94607

PH: (510) 208-7400

www.AlamedaCTC.org

DATE: June 1, 2015

SUBJECT: I-580 Express Lanes: Cooperative Agreement with Bay Area Toll Authority for Customer Services

RECOMMENDATION: Approve and Authorize the Executive Director to enter into a Cooperative Agreement with Bay Area Toll Authority for customer services necessary to support express lane implementation.

Summary

The I-580 Express Lanes project ("Project") is part of an overall 550-mile Bay Area express lane network that will expand commuter choices and maximize efficiency of this highly congested I-580 corridor by employing emerging technologies, such as real-time congestion pricing and automated toll violation enforcement. The Project will implement high occupancy vehicle (HOV)/express lanes from Hacienda Drive to Greenville Road in the eastbound direction and from Greenville Road to San Ramon Road/Foothill Road in the westbound direction, as shown in Attachment A - Project Location Map.

Tolls for solo drivers will be collected through all electronic toll (AET) collection method by the use of FasTrak® / FasTrak flex® transponders (the new switchable transponder which will be available to the public in July 2015). As discussed at the May 2015 Commission meeting, Bay Area Toll Authority (BATA) is the only agency in the Bay Area region that is set up to distribute FasTrak® / FasTrak flex® transponders (aka toll tags), maintain accounts, collect tolls, process violation penalties, and provide related customer services for the Bay Area. Since spring 2014, Alameda CTC staff has been developing a cooperative agreement and working to negotiate the scope and fee associated with the above referenced services with BATA. Staff recommends the Commission Approve and authorize the Executive Director to enter into a Cooperative Agreement with BATA for customer services necessary to support express lane implementation. Detailed discussions are provided in subsequent sections.

This is an action item.

Background

Over the last two decades, the I-580 corridor has consistently been rated as one of the most congested freeway segments within the San Francisco Bay Area region. As the next step in strategic investments in this corridor, Alameda CTC is implementing express lanes in both the east- and west-bound directions. The express lanes will include the implementation of an electronic toll system (ETS) that will provide a new choice to single

occupancy vehicle (SOV) users, enabling them to make use of the unused capacity in the HOV lane for a fee, if they choose to use the lanes.

Tolls will be collected through AET collection method by the use of FasTrak®/FasTrak flex® Toll system will include a violation enforcement system (VES) to implement automated toll evasion violation enforcement which is expected to curtail toll evasions. In order to enact toll evasion violation penalties, the Commission must adopt a toll enforcement ordinance, which is included for Commission's consideration as Agenda Item 4.3.

The toll enforcement ordinance must include many different elements, including liabilities for failure to pay the required tolls and various administrative processes. The administrative processes includes processing violation notices, responding to customer inquiries about the notices; providing impartial administrative hearing, preparing documents and representing agency in court proceedings.

Since BATA is already set up to provide similar services on the seven Bay Area Toll Bridges and for any express lanes established by MTC, staff considers BATA as the ideal agency to provide the above referenced administrative services for the Project. In addition, Streets and Highway Code section 149.5 requires Alameda CTC to enter into an agreement with BATA prior to operating the Express Lane. Staff negotiated with BATA for its services to provide the administrative procedures associated with the toll evasion violation process, in addition to toll collection, account maintenance and general customer services associated with FasTrak® accounts. Staff has also requested that BATA provide customer service support at selected public outreach events to register patrons for FasTrak® accounts. The cooperative agreement included as Attachment B to this staff memorandum is the result the negotiations between BATA and Alameda CTC staff.

Under the agreement, BATA, through its contractor retained to provide Fastrak customer support, will provide the following services for costs identified below:

A. Customer Service Center (CSC) Startup

General CSC system modification, hardware and software needs, and testing for interface between CSC and toll system operation	\$428,800
Three-month CSC staffing, ahead of lane opening	\$62,500
FasTrak flex: Staff time and postage redg. Toll tag swap ⁽¹⁾	54% of actual total costs
CSC staff training ⁽²⁾	50% of actual total costs
CSC equipment ⁽³⁾	50% of actual total costs
Additional CSC staff for ramp-up ⁽⁴⁾	50% of actual total costs

- (1) 54% of total costs (based on I-580 EL's share of projected number of express lane transactions), from July 2015 through December 2016. I-580 EL's share is estimated at \$70,700
- (2) 50% of total CSC staff training costs, from July 2015 through August 2016. I-580 EL's share is estimated at \$3,000
- (3) 50% of total CSC equipment costs, from July 2015 through August 2016. I-580 EL's share is estimated at \$16,900
- (4) 100% of additional CSC staff costs during ramp-up, from August 2015 through March 2016. I-580 EL's share is estimated at \$210,700. Agencies will have the opportunity to reevaluate staffing needs.

B. Provide customer service staff support at selected public outreach events to facilitate FasTrak® account registration

100% of actual total cost ⁽⁵⁾

(5) Estimated at \$15,000

C. Collect tolls/penalties

Process transponder (read)-based transactions	\$0.161 per transaction ⁽⁶⁾
Review license plate images to process image-based transactions	\$0.161 per transaction ⁽⁶⁾
Issue and process toll evasion violation notices for fee collection	\$0.880 per transaction ⁽⁶⁾

(6) Fee includes services for account management, responses to customers regarding transactions/violation notices and prepare documents and represent agency at court proceedings. See Appendix B of Attachment B regarding BATA CSC's minimum monthly express lane costs. I-580 EL's share of cost will be based on actual number of I-580 EL toll transactions, and estimated at \$1,500,000 from the date of lane opening until November 30, 2019

D. Financial management (Credit Card and Banking Fee): To support pre-paid account and payment through the use of bank- issued credit cards. Cost based on formula as included in the cooperative agreement. See Attachment B.

E. BATA Direct Staff Time: Direct staff costs, including overhead, expended by BATA for ongoing management and support of the Express Lanes including daily settlement and revenue transfer, based on hourly rates of various BATA CSC employee classifications. Alameda CTC shall pay BATA \$5,500 per month for direct staff costs

F. Maintain system (operation and maintenance) for responding to customers, processing transactions, and collecting fees

13% of actual total cost ⁽⁷⁾

- (7) I-580 EL will share 13% of total O&M costs, based on I-580 EL's share of total number of express lane transactions. I-580 EL's share is estimated at \$162,200 from the date of lane opening until November 30, 2019

Staff recommends that the Commission authorize the Executive Director to execute the cooperative agreement with BATA, substantially in the form attached hereto as Attachment B, required to support Express Lane implementation on I-580.

Fiscal Impact: Approval of this agreement will encumber project grant and future toll revenue funds for four years, commencing from project startup in August 2015 (three months prior to lane opening) through November 2019. Adequate project grant funds (seed monies) are included in project financial plan to pay for the startup costs. Subject to Commission's approval of annual operation budget, the remainder of annual operation costs will be paid for by future toll revenue and remaining project grant funds.

Attachments

- A. Project Location Map
- B. Cooperative Agreement

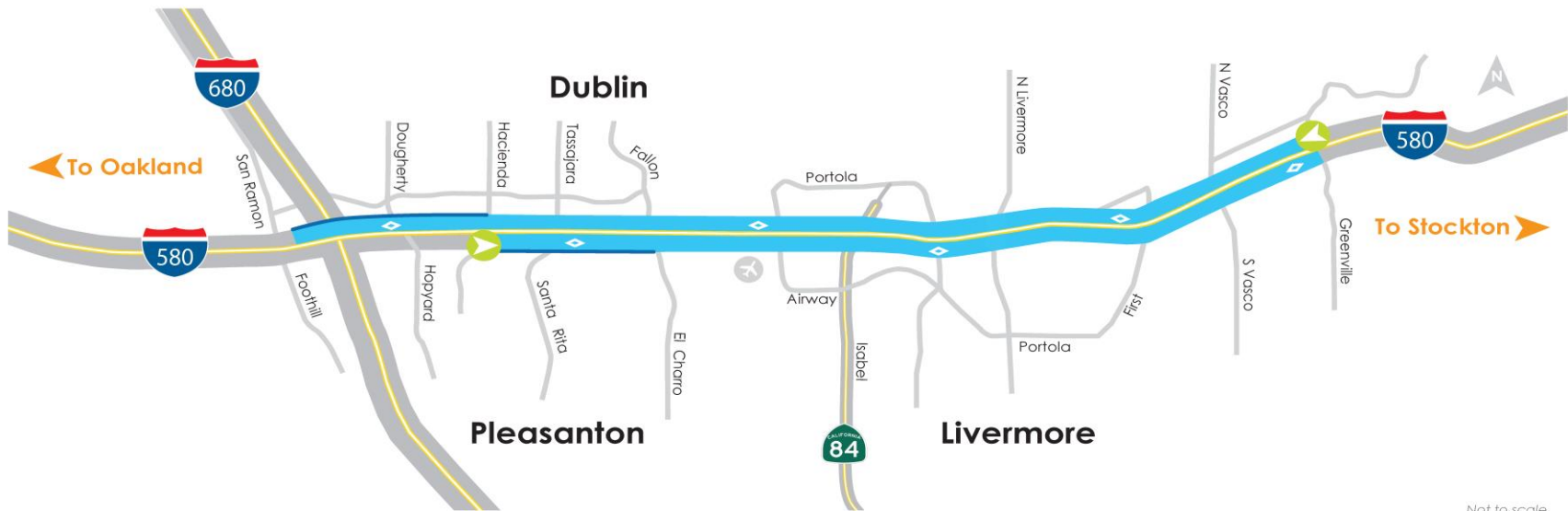
Staff Contact

[Kanda Raj](#), Project Controls Team



I-580 Express Lanes Project @ WUhc b 'A Ud

4.2A



Not to scale

Two Eastbound Express Lanes
Lanes begin at Hacienda
 No entry/exit from eastbound express lanes from Hacienda to Fallon / El Charro.
Please note: For access to Santa Rita Road, do not enter express lanes.

One Westbound Express Lane
Lane begins at Greenville
 No entry/exit from westbound express lane from Hacienda to end.
Please note: For access to I-680 or Dougherty, exit express lane before Hacienda.



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COOPERATIVE AGREEMENT
Between BAY AREA TOLL AUTHORITY
and ALAMEDA COUNTY TRANSPORTATION COMMISSION for
OPERATION OF THE I-580 EXPRESS LANES

This COOPERATIVE AGREEMENT (“Agreement”) is dated as of _____, 2015 by and between the BAY AREA TOLL AUTHORITY (“BATA”) and ALAMEDA COUNTY TRANSPORTATION COMMISSION (“Alameda CTC”).

RECITALS

WHEREAS, BATA administers the FasTrak[®] electronic toll collection system for the seven State-owned toll bridges in the San Francisco Bay Area, including the San Francisco Oakland Bay Bridge, Antioch, Benicia-Martinez, Carquinez, Richmond-San Rafael, San Mateo-Hayward, and Dumbarton Bridges and, operates a regional customer service center that services the customer accounts for the Bay Area State-owned toll bridges, the Golden Gate Bridge, owned by the Golden Gate Bridge, Highway and Transportation District (“GGBHTD”), and the I-680 Express Lane, operated by Sunol Smart Carpool Lane Joint Powers Authority (JPA) and the SR-237 Express Lane, operated by the Santa Clara Valley Transportation Authority (VTA); and

WHEREAS, Alameda CTC intends to operate Express Lanes (“Express Lanes”) on Interstate 580 in Alameda County, which will use the FasTrak[®] / FasTrak flex[®] toll tags as a payment device; and

WHEREAS, BATA and Alameda CTC (together referred to herein as “the Parties”) wish to enter into an agreement with each other to provide for the integration of the Express Lane toll collection system with the BATA FasTrak[®] Customer Service Center; and

NOW, THEREFORE, the Parties hereto agree as follows:

ARTICLE 1 – DEFINITIONS

As used in this Agreement, the following terms shall have the following meanings:

“BATA Regional Customer Service Center” or “BATA CSC” means the facility operated by BATA or its contractor for transmitting files in accordance with the current Interface File Specification.

“FasTrak[®] System” means the various electronic toll collection facilities administered by BATA, through its BATA CSC, as well as the electronic toll facilities operated by other members of the California Toll Operators Committee (“CTOC”)

“FasTrak[®] customer” means any electronic toll collection customer whose toll tag is valid in the FasTrak[®] system. “Bay Area FasTrak[®] customer” means any electronic toll collection customer whose account is managed by BATA CSC.

ARTICLE 2 – TOLLING OPERATIONS

2.1 Customer Availability and Rules of Use

All FasTrak[®] customers may use their valid FasTrak[®] / FasTrak flex[®] toll tags to pay tolls on the Express Lanes administered by Alameda CTC.

Alameda CTC, in cooperation with and in agreement with BATA, shall develop a set of business rules governing the operation of the Express Lanes.

BATA will incorporate such agreed to business rules for the Express Lanes into the operation of the FasTrak[®] System and BATA CSC operations, as required.

2.2 In-Lane and Communications Equipment

Alameda CTC shall:

- Procure, install, maintain and operate all in-lane equipment and toll collection hardware and software systems necessary to implement FasTrak[®] use on the Express Lanes. All such equipment must be in compliance with California Code of Regulations, Title 21, Chapter 16 specifications for automatic vehicle identification (AVI) equipment required under the FasTrak[®] brand and permitted for operation with the State’s Right of Way.
- Procure and maintain a communications connection between the Express Lanes designated host computer center and the BATA CSC computer located in San Francisco, California, in accordance with the FasTrak[®] BATA Customer Service Center to Revenue Control System Interface – Interface Control Document (“ICD”) (Version 9 or current) accepted by Alameda CTC in coordination with BATA and the BATA CSC contractor.

BATA CSC shall:

- Provide any modifications to the BATA CSC account management system to be able to accommodate the communications connection from the Express Lane toll collection system.
- Ensure that sufficient Customer Service Representatives are available for the handling of Express Lanes calls to meet performance standards in the BATA-CSC Contract.

2.3 In-Lane Testing, Integration and Operations

Alameda CTC shall:

- Conduct in-lane testing and achieve integration between the BATA CSC and the Express Lane toll collection system consistent with the testing and integration required for toll lanes under the ICD and a Test Plan to be developed and agreed to by the Parties.
- Provide BATA with opportunities to observe operation of the Express Lanes toll collection equipment during testing to ensure confidence in system performance.
- Provide maintenance services for the Express Lanes toll collection equipment, hardware and software systems throughout the term of this Agreement to ensure that in-lane systems are performing properly at all times.
- Provide a description of the following for BATA's review prior to start of operations.
 - Procedures in a lane when a FasTrak[®] / FasTrak flex[®] toll tag is not read
 - Procedures when a lane becomes non-functioning
 - Procedures for when there are delays in a lane
 - Maintenance procedures to repair lane equipment
 - Lane configurations and appearance and placement of signage

2.4 Data Processing, Transfer of Files and Account Management

Alameda CTC shall:

- Transfer to the BATA CSC, one or more times a day, at a time or times that the Parties determine to be mutually convenient and in accordance with the agreed ICD, all trip records that are constructed by utilizing FasTrak[®] or image based transactions that are processed at the Express Lanes facilities. Each Express Lanes trip record shall include the following information:
 - The date and time of each trip
 - The identity of the Express Lanes facility
 - The toll as calculated by Alameda CTC
 - FasTrak[®] toll tag read for FasTrak[®] toll tag based transactions
 - License plate images for image-based transactions
- Transfer the tag status file provided by the BATA CSC to the Express Lanes tolling zone level system and any enforcement systems, as required.

BATA CSC shall:

- Transfer to Alameda CTC one or more times a day, at a time or times that the Parties determine to be mutually convenient, a FasTrak[®] / FasTrak flex[®] toll tag status file.
- Manage FasTrak[®] accounts that use the Express Lanes, including:
 - Charging customer's FasTrak[®] account for all Express Lanes trip records sent to the BATA CSC.
 - Specifically identifying Express Lanes use on FasTrak[®] customer account statements.
- Process violation trips including securing mailing addresses on DMV Records, based on license plate images, mailing violation notices, and transmitting unpaid violation records

to DMV for vehicle registration holds or to the BATA collection agency.

- Comply with all DMV requirements in connection with obtaining or utilizing DMV information, including but not limited to the General Provisions applicable to the “Requester” as set forth in the Government Requester Account Application/Agreement between Alameda CTC and DMV, as such Application/Agreement may be amended from time to time.

2.5 Customer Inquiries/Disputed Charges

Alameda CTC shall:

- Provide a representative to handle escalated customer inquiries and/or disputes related to the Express Lanes.
- Be responsible for any decision to dismiss a toll charge on the Express Lanes. If Alameda CTC dismisses a disputed toll charge, that will be communicated to the BATA CSC (in writing).

BATA CSC will:

- Handle general calls regarding FasTrak[®] use on the Express Lanes and general information about the Express Lanes to the extent feasible.
- Handle customer disputes related to automated toll violation notices and process penalties, including handling hearing and resolution processes, and supporting judicial proceeding such as assembling information and representing agency at the court proceedings, when applicable
- Refer all appealed customer calls regarding the Express Lanes other than those listed above to the Alameda CTC. These appeals should address issues that BATA CSC customer service representatives (CSRs) do not have the appropriate information or authority to handle.
- Allow secure, read-only system access to Alameda CTC personnel assigned to resolve disputes.

2.6 Marketing

Alameda CTC shall:

- Execute a FasTrak[®] License Agreement with the Transportation Corridor Agencies (“TCA”), prior to using the FasTrak[®] /FasTrak flex[®] Service Mark for any purpose, in a form prescribed by TCA, and then submit a copy thereof to BATA.
- Obtain BATA’s approval prior to utilizing any marketing materials or communicating with customers regarding the use of FasTrak[®] on the Express Lanes.
- Approve any marketing activities that BATA may undertake specifically regarding the I-580 Express Lanes.

BATA shall:

- Review and approve any marketing materials or FasTrak[®] customer communications provided by Alameda CTC, within a reasonable time period.

- With the cooperation and agreement of Alameda CTC, provide marketing activities, promotions or other activities to promote the use of the Express Lanes.
- Provide CSC staff support at selected public outreach events to facilitate FasTrak® account registration

2.7 Personally Identifiable Information

BATA will provide designated Alameda CTC personnel access to personally identifiable information (“PII”), including but not limited to a FasTrak® customer’s name, address, telephone number, email address, toll tag number, FasTrak® account number, credit card number and expiration date, license plate number, travel pattern data, or other information that personally identifies a FasTrak® customer, for toll collection purposes as needed.

Alameda CTC may share such PII with contractor personnel for the sole purpose of facilitating toll collection purposes, subject to first obtaining BATA approval in writing. Otherwise, Alameda CTC agrees to keep all PII confidential and to not disclose such information to third parties, except as required by law or where the express written consent of the customer has been obtained. In addition, Alameda CTC agrees to take all reasonable steps to safeguard PII through physical, electronic and procedural means. Alameda CTC shall treat PII confidentially and require contractor personnel to treat it in the same manner. The requirements set out in Appendix A, Special Conditions Relating to PII, of this Agreement apply to PII.

ARTICLE 3 – COSTS, SETTLEMENT AND PAYMENT

3.1 Reconciliation / Funds Transfer

BATA and Alameda CTC shall:

- Establish a daily reconciliation process whereby all valid FasTrak® Express Lane trip records sent to the BATA CSC for processing will be matched against those that were successfully posted to FasTrak® customer accounts.
- Identify and process adjustments such as: forgiving of a toll charge on the Express Lanes based on a customer dispute; and writing off bad debts which can be attributed to Express Lane transactions.

BATA shall:

- Electronically transfer to Alameda CTC, no less frequently than once per week or more frequently as mutually established in reconciliation and settlement procedures, all funds for valid transactions successfully posted against BATA FasTrak® customer accounts for use on the Express Lanes or payments collected from Express Lane violation notices. A transaction shall be considered valid if Alameda CTC has complied with the timely implementation of transponder validation files in accordance with Article 2.4 of this

Agreement and the FasTrak[®] customer's transponder received a valid read when it passed through the Express Lanes.

- Provide to Alameda CTC daily, at a mutually convenient time, a report of Express Lanes trip records which are rejected as specified in the ICD. BATA will not be liable for revenue loss to Alameda CTC incurred as a result of any malfunction of Alameda CTC's equipment or an irrecoverable loss of data from lane equipment or transmission of files from Alameda CTC or an inability to recover lost revenue from the FasTrak[®] toll tag customer.
- Evaluate the level of CSC staffing on at least a quarterly basis, and adjust staffing levels as needed

3.2 Costs

A. Startup Costs:

Within 3 months after the first day of revenue operations of the Express Lanes, Alameda CTC shall reimburse BATA for specific costs associated with implementation of the Express Lanes as differentiated from implementation of standard toll collection on the State-owned toll bridges, as startup costs, in the amount of **\$428,800** for design, development, and testing of CSC system modifications and **\$62,500** for a three-month CSC staffing required prior to Express Lane opening.

Alameda CTC shall also reimburse BATA for Alameda CTC's share of the additional startup costs outlined on Appendix B – I-580 Express Lane CSC Costs, consisting of Alameda CTC's share of total actual costs associated with (i) CSC staff and material costs for toll transponder swapping, packaging and mailing; (ii) CSC staff training for activities and processes specifically required for the Express Lanes and not for bridge toll collection and processing; (iii) CSC equipment procurement required to install additional CSC phone lines and computers required for Express Lane toll processing, and (iv) additional CSC staff need during the ramp-up period to address unanticipated-increased levels of customer service center demands, immediately following the opening of Express Lanes.

B. BATA CSC Direct Costs:

Alameda CTC shall reimburse for direct BATA CSC staff costs for supporting FasTrak[®] account registration at selected public outreach events. Alameda CTC shall reimburse BATA up to \$15,000 to cover the direct costs.

C. FasTrak Transaction Costs:

Transponder (read)-Based costs: Alameda CTC shall pay to BATA a transaction fee of \$0.161 per transaction for each transponder-based trip record Alameda CTC sends to BATA for processing and BATA CSC services including Express Lane transaction and correction file processing, customer enrollment and account management, call

answering and dispute processing, and revenue settlement. The transaction fee shall be applicable to original transactions only as reported in the Electronic Toll Collection (ETC) Response File, and shall not be applicable to the subsequent handling of a trip record. The transaction fee shall be reviewed on an annual basis, as agreed by BATA and Alameda CTC, to reflect changes in actual BATA CSC processing costs.

License Plate Image-Based Costs: Alameda CTC shall pay to BATA a transaction fee of \$0.161 per transaction for each License Plate image-based trip record Alameda CTC sends to BATA for reviewing the images to identify toll tag associated with the license plate, processing toll, and reflecting any changes in the revenue posting and/or correction files, as defined in the ICD. The transaction fee shall be reviewed on an annual basis, as agreed by BATA and Alameda CTC, to reflect changes in actual BATA CSC processing costs.

Violation Notice Costs: Alameda CTC shall pay to BATA a fee of \$0.880 for each 1st Violation Notice generated by BATA CSC for an image based trip record sent by Alameda CTC to BATA for processing. BATA CSC services includes Express Lane transaction and correction file processing, image review, 1st and 2nd notice mailing, call answering and dispute processing, and revenue settlement. The transaction fee shall be applicable to the 1st Violation Notice reported in CSC violation reports, and shall not be applicable to the subsequent handling of the transaction record. The transaction fee shall be reviewed on an annual basis, as agreed by BATA and Alameda CTC, to reflect changes in actual BATA CSC processing costs.

Based on projected express lane transactions, BATA CSC will be required to employ a minimum number of staff, in order to perform the services required under this Agreement and will incur a **minimum monthly express lane cost**, as specified in Appendix B – I-580 Express Lane CSC Costs. Accordingly, if total monthly FasTrak[®] transaction costs are below the minimum monthly express lane cost set forth in Appendix B, Alameda CTC and BATA will share the deficit to cover the minimum monthly express lane cost. See Appendix B for additional information.

D. Credit Card and Banking Fees:

Alameda CTC shall pay to BATA a credit card fee for each transaction sent by Alameda CTC to BATA for processing. Alameda CTC's share of banking costs shall be determined by the following formula:

Total Monthly Credit Card Banking Fee x [50% x (Alameda CTC Monthly number of Transactions/Total monthly number of Transactions) + 50% x (Alameda CTC Monthly Revenue/Total Monthly Revenue)]

E. BATA Direct Costs:

Alameda CTC shall pay BATA \$5,500 per month for direct staff costs, including overhead, expended by BATA for ongoing management and support of the Express Lanes including daily settlement and revenue transfer, based on hourly rates of various BATA CSC employee classifications. The fee for BATA costs will be reviewed annually and adjusted to reflect actual costs expended.

F. BATA CSC Operation and Maintenance Costs:

Alameda CTC shall reimburse BATA for its share of operation and maintenance of software and hardware, and licensing fee associated with BATA CSC's services specifically related to the I-580 Express Lanes. Alameda CTC's share of operation and maintenance costs shall be determined by the following formula:

Total Annual Operation and Maintenance costs = 13% of Total Actual Operation and Maintenance Cost

G. Equipment/Supplies:

Alameda CTC will reimburse BATA for any equipment, supplies or other components BATA purchases on behalf of or supplies to Alameda CTC at Alameda CTC's written request.

H. Marketing Costs:

Alameda CTC will reimburse BATA for any marketing or promotions-related expenses to which the Parties mutually agreed prior to incurrence, pursuant to Article 2.6.

3.3 Payment

For Start-up Costs, BATA will prepare and submit to Alameda CTC an invoice for payment no later than 60 days after the first day of revenue operations. For Transaction Costs, BATA CSC Direct Cost, Credit Card and Banking Fees, BATA Direct Costs, BATA CSC Operations and Maintenance Costs, Equipment and Supplies, Marketing Costs, BATA will prepare and submit to Alameda CTC an invoice including all supporting documentation on a monthly basis for payment. All invoices shall be made in writing and delivered or mailed to Alameda CTC as follows:

c/o Accounts Payable
Alameda County Transportation Commission
1111 Broadway, Suite 800
Oakland,, CA 94607

Alameda CTC shall remit to BATA payment for each such invoice within a sufficient time such that payment is received by BATA within thirty (30) days from receipt of a complete invoice. If BATA does not receive payment within the thirty (30)-day period, BATA may deduct the amount of such invoice from the next funds to be electronically transferred to Alameda CTC in accordance with section 3.1 of this Agreement.

ARTICLE 4 – GENERAL PROVISIONS

4.1 Term of Agreement

This Agreement shall commence on the date it is executed by both parties and shall remain in effect until November 30, 2019. The Parties shall have the option of extending the term of this Agreement thereafter. Both Parties shall have the right to terminate this Agreement for cause at any time. A Party that intends to exercise such right shall give the other Party sixty (60) days advance written notice of such exercise. Further, either party shall have the right to terminate this Agreement at any time for convenience upon sixty (60) days advance written notice to the other party. Within ten (10) days following the effective date of termination, Alameda CTC shall remove all FasTrak[®] signage. All outstanding items of performance relating to this Agreement shall be settled within one hundred eighty (180) days of the effective date of termination.

4.2 Data Furnished by BATA

All data, reports, surveys, drawings, software (object or source code), electronic databases, and any other information, documents or materials (“BATA Data”) made available to Alameda CTC by BATA for use by Alameda CTC in the performance of this Agreement shall remain the property of BATA and shall be returned to BATA at the completion or termination of this Agreement. No license to such BATA Data, outside of the services to be provided by Alameda CTC under this Agreement, is conferred or implied by Alameda CTC’s use or possession of such BATA Data.

All data, reports, surveys, drawings, software (object or source code), electronic databases, and any other information, documents or materials (“Alameda CTC Data”) made available to BATA by Alameda CTC for use by BATA in the performance of this Agreement shall remain the property of Alameda CTC and shall be returned to Alameda CTC at the completion or termination of this Agreement. No license to such Alameda CTC Data, outside of the services to be provided by BATA under this Agreement, is conferred or implied by BATA’s use or possession of such Alameda CTC Data.

4.3 Confidentiality

“Confidential Information” includes:

- a) All information regarding BATA CSC operations, trip records, software, data, encryption methods, processing techniques, network architecture, security and procedures, including but not limited to, source code, source code documentation, writings, documents (electronic or hard copy), databases, drawings, passwords, Ethernet or IP addresses, and any record-bearing media containing or disclosing such information, which is disclosed by either party to the other party; and
- b) All information (i) marked as “Confidential” or for which a similar notice has been provided to the receiving party by the disclosing party before, during, or promptly after disclosure of the information; or (ii) if disclosed in a manner in which the disclosing party reasonably communicated that the disclosure should be treated as confidential, whether or not the specific designation “Confidential” or any similar designation is used.

Confidential Information may be proprietary to BATA, Alameda CTC or a third party contractor not party to the Agreement.

Confidential Information does not include information that:

- a) Is publicly known at the time of disclosure or later becomes publicly known through no breach of this Agreement by the receiving party, provided that Confidential Information shall not be deemed to be publicly known merely because any part of said information is embodied in general disclosures or because individual features, components or combinations thereof are now known or may become known to the public; or
- b) Was, as between the receiving party and the disclosing party, lawfully in the receiving party’s possession prior to receipt from the disclosing party without obligation of confidentiality or is lawfully obtained by the receiving party from third parties whom the receiving party reasonably believes obtained it lawfully; or
- c) Is disclosed in response to a valid order of a court or other governmental body of the United States or any political subdivisions thereof (“Process”), to the extent of and for the purposes of such Process; provided that (i) the receiving party immediately notifies BATA of such Process; and (ii) the receiving party shall not produce or disclose Confidential Information in response to the Process unless the disclosing party has: (a) requested protection from the legal or governmental authority requiring the Process and such request has been denied, (b) consented in writing to the production or disclosure of the Confidential Information in response to the Process, or (c) taken no action to protect its interest in the Confidential Information within 14

business days after receipt of notice from the receiving party of its obligation to produce or disclose Confidential Information in response to the Process.

During the term of the Agreement, it may be necessary for one party to this Agreement to disclose or make Confidential Information available to the other party. The receiving party agrees to use all such Confidential Information solely in connection with the Agreement and to hold all such information in confidence and not to disclose, publish, or disseminate the same to any third party, other than those of its directors, commissioners, officers, employees, or agents with a need to know, without the prior written consent of the disclosing party, except as required by a court of competent jurisdiction, or as otherwise required by law. The parties agree to take reasonable precautions to prevent any unauthorized use, disclosure, publication, or dissemination of such Confidential Information.

The parties agree to require any agents or third parties to whom Confidential Information must be disclosed to execute a nondisclosure agreement that incorporates the substantive requirements of this article, the terms of which will be provided in advance to the other party for review and comment.

4.4 General Indemnification

Alameda CTC shall indemnify, defend and hold harmless BATA and its commissioners, officers, agents and employees from any and all claims which arise out of the negligent or otherwise wrongful acts or omissions of Alameda CTC, its directors, officers, agents, employees and/or contractors in the performance of its activities under this Agreement. It is further agreed that BATA shall indemnify, defend and hold harmless Alameda CTC and its directors, officers, agents, and employees from any and all claims which arise out of the negligent or otherwise wrongful acts or omissions of BATA, its commissioners, officers, agents, employees and/or contractors in the performance of its activities under this Agreement.

4.5 Copyright, Patent, Trade Secret Infringement Indemnification

Alameda CTC shall indemnify, defend and hold harmless BATA and its commissioners, directors, officers, agents, and employees from and against any and all claims, liabilities, losses, damages or expenses (including reasonable attorneys' fees and related costs, whether or not litigation has commenced) arising out of, relating to, or in connection with the possession or use of any intellectual property provided by Alameda CTC pursuant to this Agreement based on any allegation that such possession or use infringes the proprietary and intellectual property rights of any third party in or to any invention, patent, copyright or any other rights, provided that (a) BATA notifies Alameda CTC in writing promptly but not more than thirty (30) days after BATA has actual notice of the claim; (b) Alameda CTC has sole control of the defense and all related

settlement negotiations unless otherwise agreed by the parties; and (c) BATA gives Alameda CTC all available information and reasonable assistance for that defense. If Alameda CTC fails or refuses to defend any such claim, BATA may assume control of the defense, and Alameda CTC shall indemnify and hold BATA harmless for all fees, costs and expenses associated with or arising from such defense.

BATA shall indemnify, defend and hold harmless Alameda CTC and its commissioners, directors, officers, agents, and employees from and against any and all claims, liabilities, losses, damages or expenses (including reasonable attorneys' fees and related costs, whether or not litigation has commenced) arising out of, relating to, or in connection with the possession or use of any intellectual property provided by BATA pursuant to this Agreement based on any allegation that such possession or use infringes the proprietary and intellectual property rights of any third party in or to any invention, patent, copyright or any other rights, provided that (a) Alameda CTC notifies BATA in writing promptly but not more than thirty (30) days after Alameda CTC has actual notice of the claim; (b) BATA has sole control of the defense and all related settlement negotiations unless otherwise agreed by the parties; and (c) Alameda CTC gives BATA all available information and reasonable assistance for that defense. If BATA fails or refuses to defend any such claim, Alameda CTC may assume control of the defense, and BATA shall indemnify and hold Alameda CTC harmless for all fees, costs and expenses associated with or arising from such defense.

4.6 Observance of Laws

The Parties agree to observe all applicable Federal, State and local laws and regulations and Alameda CTC agrees to procure all necessary licenses and permits to operate as contemplated in this Agreement. Alameda CTC agrees to file necessary Federal Communications Commission site licenses in order to operate automatic vehicle identification equipment to read FasTrak[®] transponders. BATA may request evidence of the licenses and permits at any time.

4.7 Cooperation

The Parties shall consult with one another promptly and regularly regarding any known technical questions and problems that may arise with the Express Lanes, including but not limited to the transmission of data, reporting requirements, and payments. The Parties shall provide one another promptly with all documentation, reports, and information which the other Party may reasonably request in order to fulfill its obligations under this Agreement, subject to any claims of privilege or limitations either Party may have as a result of agreements with other persons or entities.

4.8 Records

Excepting PII, which shall be retained for no longer than the time-frame specified in Section 2, General Confidentiality of Data, Appendix A, Special Conditions Relating to PII, the parties shall maintain complete and adequate books, records, documents, and accounts directly pertinent to performance under this Agreement for a period of three (3) years following the final transaction processed under this Agreement. The parties shall have access to such books, records, documents, and accounts during the term of this Agreement and for said following three (3) year period for purposes of inspection, auditing and copying.

When requested by Alameda CTC, BATA shall request its customer services contractor to submit a SSAE 16 audit report regarding such contractor's internal controls with respect to all information provided to or obtained by such contractor related to this Agreement.

4.9 Notices

Except for invoices submitted by BATA pursuant to Article 3, Section 3, any notices permitted or required to be given hereunder to either Party by the other shall be deemed given when made in writing and delivered, mailed, emailed or faxed to such party at their respective addresses as follows:

To BATA: Beth Zelinski, FasTrak[®] Program Manager
Bay Area Toll Authority
101 Eighth Street
Oakland, CA 94607
Fax: 510.817-5848
Email: bzelsinki@mtc.ca.gov

To Alameda CTC: Arun Goel, Express Lane Operations
Alameda County Transportation Commission
1111 Broadway, Suite 800, Oakland, CA 94607
Email: agoel@alamedactc.org

4.10 Third-Party Beneficiaries

Except as specifically provided herein, nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not party to this Agreement or affect the legal liability of either party to the Agreement by imposing any standard of care with respect to the electronic toll collection operations different from the standard of care imposed by law.

4.11 Assignment

Alameda CTC shall not assign this Agreement, or any part thereof without BATA's prior written consent, and any attempts to assign this Agreement without BATA's prior written consent shall be void and unenforceable.

BATA shall consult Alameda CTC prior to assigning this Agreement to another party.

4.12 No Waiver of Provisions

Either Party's failure to exercise or delay in exercising any right or remedy under this Agreement shall not constitute a waiver of such right or remedy or any other right or remedy set forth herein. Either Party's waiver of any right or remedy under this Agreement shall not be effective unless made in a writing duly executed by an authorized officer of the Party, and such waiver shall be limited to the specific instance so written and shall not constitute a waiver of such right or remedy in the future or of any other right or remedy under this Agreement.

4.13 Severability

If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, but shall remain binding and effective as against Alameda CTC and BATA.

4.14 Governing Law

This Agreement shall be governed by the laws of the State of California.

4.15 Entire Agreement

This Agreement constitutes the entire agreement of the parties and there are no other oral or extrinsic understandings of any kind. This Agreement may not be altered, amended or modified in any manner except by a subsequent written instrument duly executed by BATA and Alameda CTC.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties hereto on the date first above written.

BAY AREA TOLL AUTHORITY

**ALAMEDA COUNTY TRANSPORTATION
COMMISSION**

Steve Heminger, Executive Director

Arthur L. Dao, Executive Director

Approved as to form:

Wendel, Rosen, Black and Dean LLP
Alameda CTC Counsel

Appendix A
Special Conditions Relating to Personally Identifiable Information:

Alameda CTC will have access to personally identifiable information (“PII”) in connection with the performance of the Agreement. PII is any information that is collected or maintained by BATA or Alameda CTC that identifies or describes a person or can be directly linked to a specific individual, including that individual’s FasTrak[®] account. Examples of PII include, but are not limited to, name, address, phone or fax number, signature, FasTrak[®] account number, credit card information, tag number, license plate number, and travel pattern data. The following special conditions related to the confidentiality and use of PII apply to this Agreement, but only with respect to PII related in any way to FasTrak[®] or Express Lanes:

1. Right to Audit

Alameda CTC shall permit BATA and its authorized representatives to audit and inspect: (i) Alameda CTC’s facilities where PII is stored or maintained; (ii) any computerized systems used to share, disseminate or otherwise exchange PII; and (iii) Alameda CTC’s security practices and procedures, data protection, business continuity and recovery facilities, resources, plans and procedures. The audit and inspection rights hereunder shall be for the purpose of verifying Alameda CTC’s compliance with this Agreement, and all applicable laws.

BATA shall permit Alameda CTC and its authorized representatives to audit and inspect: (i) BATA’s (or BATA CSC’s) facilities where I-580 Express Lane toll trip and transaction information is stored or maintained; (ii) any computerized systems used to share, disseminate or otherwise exchange the information; and (iii) BATA’s security practices and procedures, data protection, business continuity and recovery facilities, resources, plans and procedures. The audit and inspection rights hereunder shall be for the purpose of verifying BATA’s compliance with this Agreement, and all applicable laws.

2. General Confidentiality of Data

All PII made available to or independently obtained by Alameda CTC in connection with this Agreement shall be protected by Alameda CTC from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to BATA. This includes, but is not limited to, the secure transport, transmission and storage of data used or acquired in the performance of this Agreement.

Alameda CTC agrees to properly secure and maintain any computer systems (hardware and software applications) that it will use in the performance of this Agreement. This includes ensuring all security patches, upgrades, and anti-virus updates are applied as appropriate to secure data, including PII, which may be used, transmitted, or stored on such systems in the performance of this Agreement.

Alameda CTC agrees to retain PII for no longer than the time-frame specified in subsections (c) and (d) of Street and Highways Code Section 31490. At the conclusion of this retention period, Alameda CTC agrees to use Department of Defense (“DoD”) approved software to wipe any disks containing PII. Hard drives and computers shall be reformatted and reimaged in an equivalently secure fashion. Alameda CTC agrees to destroy hard-copy documents containing PII by means of a cross-cut shredding machine.

3. Compliance with Statutes and Regulations

Alameda CTC agrees to comply with the information handling and confidentiality requirements outlined in the California Information Practices Act (Civil Code sections 1798 *et seq.*) and SB1268, as codified in Streets and Highways Code Section 31490. In addition, Alameda CTC warrants and certifies that in the performance of this Agreement, it will comply with all applicable statutes, rules, regulations and orders of the United States, the State of California and BATA relating to information handling and confidentiality of data and agrees to indemnify BATA against any loss, cost, damage or liability by reason of Alameda CTC’s violation of this provision.

BATA agrees to comply with the information handling and confidentiality requirements outlined in the California Information Practices Act (Civil Code sections 1798 *et seq.*) and SB1268, as codified in Streets and Highways Code Section 31490. In addition, BATA warrants and certifies that in the performance of this Agreement, it will comply with all applicable statutes, rules, regulations and orders of the United States, the State of California and Alameda CTC relating to information handling and confidentiality of data and agrees to indemnify Alameda CTC against any loss, cost, damage or liability by reason of BATA’s violation of this provision.

4. Contractors

BATA approval in writing is required prior to any disclosure by Alameda CTC of PII to a contractor or prior to any work being done by a contractor that entails receipt of PII. Once approved, Alameda CTC agrees to require such contractor to sign an agreement in substantially identical terms as this attachment, binding the contractor to comply with its provisions. Such agreement shall also include a requirement for the contractor to obtain Errors and Omissions Professional Liability Insurance in an amount no less than \$2,000,000 that contains cyber risk coverages including network and internet security liability coverage, privacy liability coverage, first party privacy coverage, and media coverage.

5. Alameda CTC Guarantees

Alameda CTC shall not, except as authorized by BATA or required by its duties by law, reveal or divulge to any person or entity any PII which becomes known to it during the term of this Agreement. Procedures shall be in place so that disclosure of PII shall only be made to a law enforcement agency pursuant to a search warrant.

Alameda CTC shall keep all PII entrusted to it completely secret and shall not use or attempt to use any such information in any manner which may injure or cause loss, either directly or indirectly, to BATA.

Alameda CTC shall comply, and shall cause its employees, representatives, agents and contractors to comply, with such directions as BATA may make to ensure the safeguarding or confidentiality of all its resources.

If requested by BATA, Alameda CTC shall sign an information security and confidentiality agreement provided by BATA and attest that its employees, representatives, agents, and contractors involved in the performance of this Agreement shall be bound by terms of a confidentiality agreement with Alameda CTC similar in nature.

6. BATA Guarantees

BATA shall not, except as authorized by Alameda CTC or required by its duties by law, reveal or divulge to any person or entity any PII which becomes known to it during the term of this Agreement. Procedures shall be in place so that disclosure of PII shall only be made to a law enforcement agency pursuant to a search warrant.

BATA shall keep all PII entrusted to it completely secret and shall not use or attempt to use any such information in any manner which may injure or cause loss, either directly or indirectly, to Alameda CTC.

BATA shall comply, and shall cause its employees, representatives, agents and contractors to comply, with such directions as Alameda CTC may make to ensure the safeguarding or confidentiality of all its resources.

If requested by Alameda CTC, BATA shall sign an information security and confidentiality agreement provided by Alameda CTC and attest that its employees, representatives, agents, and contractors involved in the performance of this Agreement shall be bound by terms of a confidentiality agreement with BATA similar in nature.

7. Notice of Security Breach

Each party shall immediately notify the other party when it discovers that there may have been a breach in security which has or may have resulted in compromise to PII. For purposes of this section, immediately is defined as within two hours of discovery. The parties' contacts for such notification are as follows:

BATA Contact:

Privacy Officer

privacyofficer@mtc.ca.gov

(510) 817-5700

Alameda CTC Contact:

Arun Goel, Express Lane Operation

agoel@alamedactc.org

(510) 208-7404

Appendix B
I-580 Express Lane CSC Costs

Startup costs to be shared by Alameda CTC:

- (i) Staff time and postage for FasTrak flex toll tag swap: 54% of total actual costs, from July 2015 through December 2016. The share will be 0% from January 1, 2017.
- (ii) CSC staff training: 50% of total actual CSC staff training costs, from July 2015 through August 2016. The share will be 0% from September 1, 2016.
- (iii) CSC equipment procurement: 50% of total equipment costs, from July 2015 through August 2016. The share will be 0% from September 1, 2016.
- (iv) Additional customer service staff during ramp up period from August 2015 through March 2016: 100% of total additional CSC staffing needs during ramp up period. The share will be 0% from April 1, 2016.

Minimum monthly express lane costs:

- (i) From November 2015 to July 2016, BATA CSC's Minimum Monthly Express Lane Cost will be \$46,000. If Alameda CTC's actual monthly FasTrak transaction costs are below this amount, Alameda CTC shall reimburse BATA for one-half of the difference between the \$46,000 minimum and Alameda CTC's actual transaction costs.
- (ii) From August 2016 to November 2019, BATA CSC's Minimum Monthly Express Lane Cost will be \$76,000. If Alameda CTC's actual monthly FasTrak transaction costs are below this amount, Alameda CTC shall reimburse BATA for one-fourth of the difference between the \$76,000 minimum and Alameda CTC's actual transaction costs.

Assumption: BATA's first Express Lane will become operational in August 2016.



Memorandum

4.3

1111 Broadway, Suite 800, Oakland, CA 94607

• PH: (510) 208-7400

• www.AlamedaCTC.org

DATE: June 1, 2015

SUBJECT: I-580 Express Lanes: Toll Enforcement Ordinance

RECOMMENDATION: Approve the toll enforcement ordinance for enacting toll evasion violation enforcement on the I-580 Express Lanes.

Summary

As the Commission is aware, the I-580 Express Lanes project ("Project") is part of an overall 550-mile Bay Area express lane network that will expand commuter choices and maximize the efficiency of this highly congested I-580 corridor by employing emerging technologies, such as real-time congestion pricing and automated toll violation enforcement. The Project will implement high occupancy vehicle (HOV)/express lanes from Hacienda Drive to Greenville Road in the eastbound direction and from Greenville Road to San Ramon Road/Foothill Road in the westbound direction. See Attachment A – Project Location Map.

Staff has coordinated with existing and aspiring regional and state toll operators to reach consensus on consistent facility design, operations, enforcement, and public outreach/educational strategies. Various components of the Project, including the electronic toll system (ETS), are already under construction. Alameda CTC currently plans to open the I-580 Express Lanes in November 2015. As discussed at previous Commission meetings, the Project incorporates a violation enforcement system (VES) which will allow Alameda CTC to implement automated toll evasion violation enforcement, which is expected to minimize revenue leakage from the Project.

In order to implement the VES and collect the resulting penalties, the Commission must adopt a toll enforcement ordinance. To a large extent, the content and language of the ordinance is dictated by applicable State law in conjunction with the procedures of the Bay Area Toll Authority (BATA), the agency that will be implementing the automated enforcement on-behalf of Alameda CTC. The remainder of the proposed ordinance has been drafted to conform to previous Commission actions. Detailed discussion is provided in subsequent sections and staff is recommending that the Commission approve the toll enforcement ordinance. As required by State law, this ordinance must be heard at two successive Commission meetings before it becomes effective.

Background

For over the last two decades, the I-580 corridor has consistently been rated as one of the most congested freeway segments within the San Francisco Bay Area region. As the next step in strategic investments in this corridor, Alameda CTC is implementing express lanes in both the east- and west-bound directions. The express lanes will include the implementation of an ETS that will provide a new choice to single occupancy vehicle (SOV) users, enabling them to make use of the unused capacity in the HOV lane for a fee, if they choose to use the lanes.

By providing this new choice, express lanes are expected to provide the following benefits:

- Optimize the existing corridor capacity and improves efficiency of the corridor
- Provide travel reliability
- Create a revenue source to pay for future corridor improvements, including
 - HOV gap closures
 - Transit and other highway improvements that directly help reduce corridor congestion

As previously reported, the Project will implement a near continuous access configuration to improve access opportunities to/from the express lanes. This access type could result in revenue leakage, if not properly enforced. The toll industry has estimated toll revenue leakage at 15-25 percent of gross revenue when lanes are not properly enforced. Therefore, staff researched cost effective solutions and included a VES in Project implementation to enforce automated toll evasion violation enforcement. The VES employs license plate recognition (LPR) capabilities (i.e. cameras which are capable of capturing the license plate images to form a trip, when vehicles fail to carry valid transponders). To single out the toll violators, as authorized under AB1811, HOV users will be required to carry an electronic device, FasTrak flex (aka switchable transponder), for enforcement purposes while travelling on the express lanes toll-free.

In order to assess toll evasion violation penalties, the Commission must adopt a toll enforcement ordinance pursuant to and consistent with Vehicle Code Section 40250. Attached to this staff memorandum as Attachment B is a toll enforcement ordinance prepared by legal counsel and Alameda CTC staff which conforms to the legal requirements. This ordinance encompasses numerous elements including penalties for failure to pay the required tolls and administrative processes associated with toll evasion violations. The administrative processes include processing violation notices, responding to customer inquiries about the notices, providing impartial administrative hearings, and preparing toll operator packages for court proceedings, among other issues.

To a large extent, the content and language of the ordinance is dictated by applicable State law, in conjunction with the procedures of BATA, as the agency that will be

implementing the automated enforcement mechanism, subject to Commission's approval of Agenda Item 4.2 in today's meeting. The remainder of the proposed ordinance has been drafted to conform to previous Commission actions.

In March 2015, the Commission approved the enforcement and collection processes underlying the attached toll enforcement ordinance, and the Commission also approved the schedule of penalties. During the March 2015 Commission meeting, certain Commissioners requested assurance that FasTrak account holders would not be subject to penalties solely due to a low account balance, and that drivers without a FasTrak account would be able to avoid penalties if they opened up a new account within a set period. Each of these mechanisms are included within the normal BATA process, and are incorporated into the proposed ordinance.

Based on the above discussions, staff requests the Commission's approval of the toll ordinance, in order to enable the agency to implement automated toll evasion violation enforcement on the Project. As required by State law, this ordinance must be heard at two successive Commission meetings before it becomes effective.

Fiscal Impact: Approval of the toll ordinance will enable staff to enact toll evasion violation enforcement on the I-580 Express Lane that is expected to curtail toll revenue leakage, estimated by the toll industry to be at 15-25 percent of gross revenue.

Attachments

- A: Project Location Map
- B: Toll Enforcement Ordinance

Staff Contact

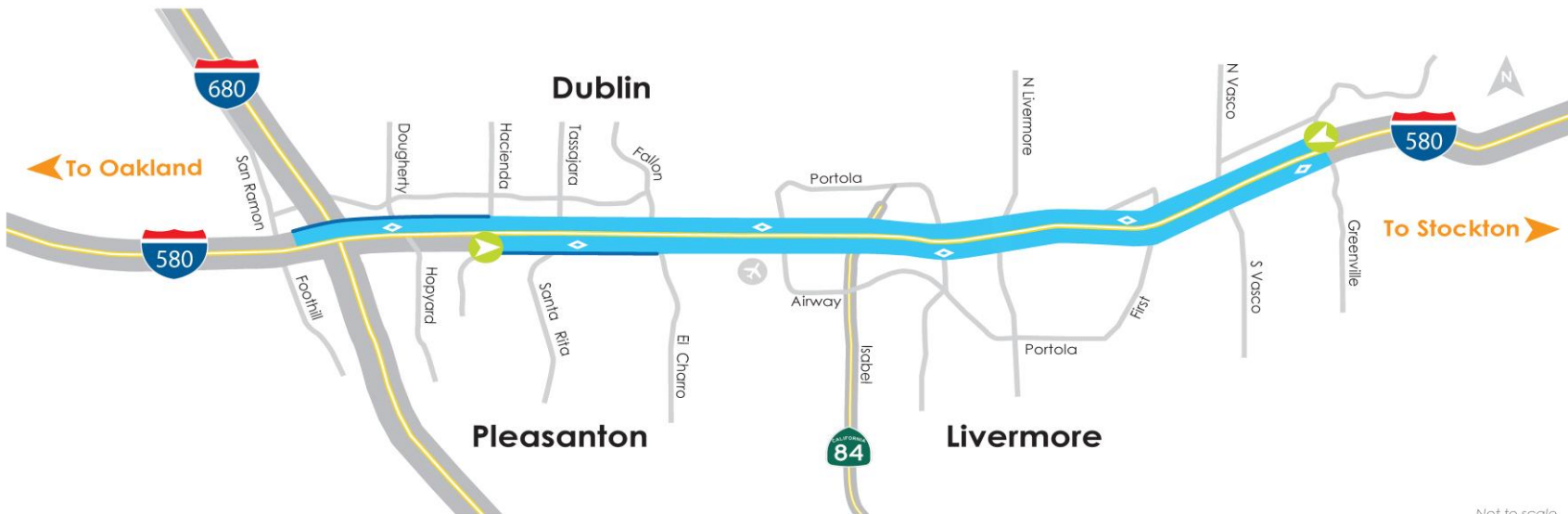
[Kanda Raj](#), Project Controls Team

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I-580 Express Lanes Project @ W h c b ' A U d

4. A



Not to scale

Two Eastbound Express Lanes
Lanes begin at Hacienda
 No entry/exit from eastbound express lanes from Hacienda to Fallon / El Charro.
Please note: For access to Santa Rita Road, do not enter express lanes.

One Westbound Express Lane
Lane begins at Greenville
 No entry/exit from westbound express lane from Hacienda to end.
Please note: For access to I-680 or Dougherty, exit express lane before Hacienda.



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ALAMEDA COUNTY TRANSPORTATION COMMISSION

**ORDINANCE FOR ADMINISTRATION OF
TOLLS AND ENFORCEMENT OF TOLL VIOLATIONS
FOR THE I-580 EXPRESS LANES**

PREAMBLE

The Alameda County Transportation Commission (“Alameda CTC”) is authorized pursuant to California Streets and Highways Code section 149.5 to conduct, administer, and operate a value pricing high-occupancy vehicle program (“Express Lane”) on Interstate 580 (“I-580”) in Alameda County. As of the date of this Ordinance, the Alameda CTC is in the process of constructing two eastbound Express Lanes which shall operate on eastbound I-580 from Hacienda Drive to Greenville Road (“I-580 Eastbound Express Lanes”), and a westbound Express Lane which shall operate on westbound I-580 from Greenville Road to San Ramon Road / Foothill Road (“I-580 Westbound Express Lane”). The I-580 Eastbound Express Lanes and the I-580 Westbound Express Lane shall hereinafter be collectively referenced herein as the “I-580 Express Lanes.” Tolls on the I-580 Express Lanes shall be determined through a dynamic process pursuant to certain procedures and limitations adopted by the Alameda CTC, as may be modified from time to time.

While traveling in the I-580 Express Lanes, motorists are required to have a properly mounted transponder associated with a valid FasTrak® Account to facilitate vehicle occupancy validation and the toll collection process pursuant to California Vehicle Code (“Code”) section 23302 *et seq.*, and California Streets and Highways Code Section 194.5(b). Code Section 23302.5 provides that it is unlawful for a person to evade or attempt to evade the payment of tolls or other charges on any vehicular crossing or toll highway, and further provides that such acts are subject to civil penalties. Code Division 17, Chapter 1, Article 4, commencing with section 40250 (“Article 4”), provides for enforcement of civil penalties for violation of Code Section 23302.5 and any ordinance enacted by local authorities including joint powers authorities, pursuant to civil administrative procedures set forth in Article 4. This Ordinance establishes the administrative procedures and penalties, enacted pursuant to Article 4, to ensure that motorists who evade the payment of tolls while travelling on the I-580 Express Lanes shall be subject to civil penalties, while ensuring fairness in the treatment of violators.

Now, therefore, the governing body of the Alameda County Transportation Commission hereby ordains as follows:

ARTICLE I - GENERAL

Section 1. Title

This ordinance shall be known as the “I-580 Express Lanes Toll Enforcement Ordinance.”

Section 2. Definitions

In addition to the definitions set forth hereinabove, the following definitions shall apply throughout this Ordinance:

- (a) “BATA” means the Bay Area Toll Authority.
- (b) “Commission” means the governing body of the Alameda CTC.
- (c) “Delinquent Penalty” is the amount assessed when a Violation is deemed to be delinquent as set forth in **Section 5** of this Ordinance.
- (d) “Department” shall mean the California Department of Motor Vehicles.
- (e) “Due Date” shall mean the date specified in the Notice of Toll Evasion Violation and Notice of Delinquent Toll Evasion Violation by which payment of the Penalty or written explanation of contest must be received.
- (f) “FasTrak” or “FasTrak[®]” means the electronic toll collection system, managed by BATA in the San Francisco Bay Area, which allows Motorists to prepay tolls on the I-580 Express Lanes and other toll facilities in the Bay Area and elsewhere in California.
- (g) “FasTrak Account” shall mean an account established with any of the California toll operators to administer the payment of tolls.
- (h) “Motorist” shall mean the registered owner, rentee, lessee and/or driver of a Vehicle.
- (i) “Notice of Delinquent Toll Evasion Violation” shall mean the written notice provided to the registered owner of a Vehicle when a Penalty has not been timely received by Alameda CTC.
- (j) “Notice of Toll Evasion Violation” shall mean the written notice provided to the registered owner of a Vehicle which has committed a Violation.
- (k) “Penalty” shall mean the monetary amounts assessed to each toll Violation, including the unpaid Tolls, the Toll Evasion Penalty and the Delinquent Penalty, and constitutes a toll evasion penalty under Code section 40252.
- (l) “Processing Agency” shall mean Alameda CTC, or the contractor or vendor designated by Alameda CTC, as the party responsible for the processing of the notices of toll evasion.
- (m) “Repeat Violator” means any registered owner for whom more than five (5) Notices of Toll Evasion Violation have been issued in any calendar month within the preceding twelve (12) month period.

(n) “Switchable Transponder” or “FasTrak flex[®]” shall each mean a Transponder with a switch which allows Motorists to self-declare the number of vehicle occupants.

(o) “Terms and Conditions” shall mean the obligations of Alameda CTC and a FasTrak customer with regard to the usage and maintenance of a FasTrak Account as published by BATA or other applicable California toll operator from time to time.

(p) “Toll” shall mean the monetary charges for use of the I-580 Express Lanes as applicable at the time a Motorist enters either of the I-580 Express Lanes, as determined through the dynamic pricing system established by Alameda CTC.

(q) “Toll Evasion Penalty” is the amount assessed under **Section 5** of this Ordinance.

(r) “Transponder” shall mean a FasTrak electronic device issued by any of the California toll operators that meets the specifications of California Code of Regulations Title 21 and is used to pay tolls electronically.

(s) “Vehicle” shall mean any vehicle as defined in Code section 670.

(t) “Violation” shall mean the commission of any activity proscribed in **Sections 3** and **4** of this Ordinance.

Section 3. I-580 Express Lanes Usage Requirements

(a) While traveling in the I-580 Express Lanes, Motorists shall have a properly mounted transponder associated with a valid FasTrak Account to facilitate vehicle occupancy validation and the toll collection process. Motorists traveling in the I-580 Express Lanes with the minimum number of vehicle occupants to qualify for high occupancy lane use at that time must have a Switchable Transponder set to the required number of occupants or they will be charged the posted single occupancy Toll.

(1) I-580 Express Lanes users with a Switchable Transponder in the Vehicle traveling in the I-580 Express Lanes shall set the self-declaration switch to the actual number of vehicle occupants prior to travel.

(2) Motorists in single occupant vehicles authorized pursuant to California law as eligible users of high occupancy vehicle lanes shall carry a Switchable Transponder and set the self-declaration to three prior to entering the Express Lane.

(3) I-580 Express Lanes users without a Switchable Transponder in the Vehicle traveling in the I-580 Express Lanes will be charged the posted single occupancy Toll rate.

(4) Vehicle occupancy violations, including falsely self-declaring the vehicle occupancy, are subject to citation by the California Highway Patrol.

(b) The FasTrak Account associated with the Transponder contained in any Vehicle must have a balance sufficient to pay the charged Tolls each the time the Vehicle enters the I-580 Express Lanes.

(c) I-580 Express Lanes FasTrak accountholders shall adhere to the Terms and Conditions provided at the time of account opening as updated thereafter with notification to the accountholders.

Section 4. Liability for Failure to Pay Toll

(a) No person shall cause a Vehicle to enter the I-580 Express Lanes without payment of the Toll for the Vehicle by use of a Transponder, issued by Alameda CTC or any California toll agency, which is associated with a FasTrak Account containing a balance sufficient to pay those Tolls.

(b) Except as provided herein, the registered owner and the driver, rentee or lessee of a Vehicle which is the subject of any Violation shall be jointly and severally liable for any Penalty imposed under this Ordinance, unless the registered owner can demonstrate that the Vehicle was used without the express or implied consent of the registered owner. Anyone who pays any Penalty pursuant to this Ordinance shall have the right to recover the same from the driver, rentee or lessee, and not from the Alameda CTC or the Processing Agency.

(c) The driver, rentee or lessee of a Vehicle who is not the owner of the Vehicle may contest the Notice of Toll Evasion Violation in accordance with this Ordinance.

(d) Any Motorist assessed a Penalty for a Violation shall be deemed to be charged with a non-criminal, civil violation.

Section 5. Penalties and Processing of Violation(s)

(a) The Penalties for a Violation of this Ordinance shall be the amounts set forth in the Schedule of Penalties attached hereto as **Appendix A** and incorporated by reference herein. The Schedule of Penalties was adopted by the Commission on March 26, 2015, and may be amended by action of the Commission from time to time without the need to amend or reconsider this Ordinance, provided that such Penalties but may not be greater than the amounts established under Code section 40258 as the maximum Penalties for civil toll evasion violations. If the driver of any Vehicle is arrested pursuant to Article 1 (commencing with Section 40300) of Chapter 2 of the Code, the civil procedure for enforcement of violations established by this Ordinance shall not apply. Revenues received from the Penalties assessed pursuant to this subsection shall be returned to the Alameda CTC.

(b) If a Violation is detected by any means (including automated device, photograph, video image, visual observation, or otherwise), a Notice of Toll Evasion Violation shall be sent to the registered owner by first class mail at the address for the registered owner as shown on the record of the Department within twenty-one (21) days of the Violation. In the case of joint ownership, the Notice of Toll Evasion Violation shall be issued to the first name appearing in the registration. If accurate information concerning the identity and address of the registered owner is not available within twenty-one (21) days from the Violation, the Processing Agency

shall have an additional forty-five (45) calendar days to obtain such information and forward the Notice of Toll Evasion Violation, provided that where the registered owner is a Repeat Violator, the Processing Agency shall forward the Notice of Toll Evasion Violation within ninety (90) calendar days of the Violation.

Section 6. Notice of Toll Evasion Violation

(a) The Notice of Toll Evasion Violation shall contain (1) sufficient information to enable the recipient thereof to determine the date, time and location of the alleged Violation, (2) the section of the Code allegedly violated, (3) the Penalty due for that Violation, (4) the identity and address of the registered owner, (5) the alphanumeric designation of the license plate on the Vehicle that was used in the alleged Violation, (6) if practicable, the registration expiration date and the make of the Vehicle, (7) the procedure to follow for payment of the amount due, (8) a statement in bold print that payments may be sent in the mail, (9) the date and time within which the Penalty must be paid, (10) a clear and concise explanation of the procedures for filing an affidavit of non-liability in those circumstances set forth in subsections B, C and D of this **Section 6**, and for contesting the alleged Violation and appealing an adverse decision in accordance with **Section 9** of this Ordinance, (11) the Due Date, which is also the date by which the written explanation of contest must be received by Alameda CTC, and (12) a statement that there will be additional court costs and fees incurred by the Motorist according to the local jurisdiction rules if collection is pursued through court action.

(b) The Notice of Toll Evasion Violation shall contain, or be accompanied an affidavit of non-liability and information of what constitutes non-liability, information as to the effect of executing the affidavit, and instructions for returning the affidavit to the Processing Agency.

(c) If the affidavit of non-liability is returned to the Processing Agency within twenty-one (21) days of the issuance of the Notice of Toll Evasion Violation together with proof that the driver at the time of the Violation did not possess express or implied consent to drive the Vehicle as evidenced by a stolen vehicle police report, if the Processing Agency is satisfied that the registered owner is not responsible for the Violation, the Processing Agency shall cancel the Notice of Toll Evasion Violation and make an adequate record of the reasons.

(d) If the affidavit of non-liability is returned to the Processing Agency by the Due Date with proof that the registered owner given the Notice of Toll Evasion Violation has made a bona fide sale or transfer of the Vehicle and has delivered possession thereof to the purchaser prior to the date of the alleged Violation and either (1) such owner has complied with section 5602 of the Code, or (2) the Processing Agency is satisfied with evidence that establishes that the transfer of ownership and possession of the Vehicle occurred prior to the date of the alleged Violation, and has obtained verification from the Department, then the Processing Agency shall terminate proceedings against the originally served registered owner and proceed against the new owner of the Vehicle.

(e) If the affidavit of non-liability is returned to the Processing Agency by the Due Date of the Notice of Toll Evasion Violation together with the proof of an executed written rental agreement or lease between a bona fide renting or leasing company and its customer that

identifies the rentee or lessee and provides the driver's license number, name and address of the rentee or lessee, the Processing Agency shall serve or mail to the rentee or lessee identified in the affidavit of non-liability a Notice of Toll Evasion Violation.

(f) If payment of the Penalty is not received by Processing Agency by the Due Date on the Notice of Toll Evasion Violation, the Processing Agency shall deliver by first-class mail a Notice of Delinquent Toll Evasion Violation.

(g) If the description of the Vehicle in the Notice of Toll Evasion Violation does not match the corresponding information on the registration card for that Vehicle, the Processing Agency may, on written request of the Motorist, cancel the Notice of Toll Evasion Violation without the necessity of appearance by that person.

Section 7. Dismissal of Notice of Toll Evasion Violation

(a) If, after a copy of the Notice of Toll Evasion Violation has been sent to the Motorist, the Processing Agency determines that due to failure of proof of apparent Violation the Notice of Toll Evasion Violation shall be dismissed, the Processing Agency shall cancel the Notice of Toll Evasion Violation, and the Motorist shall be so notified by first-class mail.

(b) If the full amount of the Penalty is received by the person authorized to receive the payment of the Penalty by the Due Date and there is no contest as to that Violation, proceedings under this Ordinance shall terminate.

(c) If (i) the Motorist is a holder of a FasTrak Account in good standing with BATA or other California toll operator or (ii) the Motorist has never received a prior Notice of Toll Evasion Violation under this Ordinance and opens a new FasTrak account, and such Motorist follows the procedures and meets the deadlines established by the Processing Agency, as such procedures and deadlines may be modified from time to time, to pay the Toll due on such Notice of Toll Evasion Violation from the Motorist's FasTrak Account in a timely manner, the Toll shall be charged to such Motorist's FasTrak Account and proceedings under this Ordinance shall terminate.

(d) If the registered owner of the Vehicle provides proof to the Processing Agency that he or she was not the registered owner on the date of the Violation as set forth in **Sections 6 and 8** of this Ordinance, proceedings against the notifying party shall terminate. This does not limit the right of the Processing Agency to pursue collection of the delinquent toll evasion Penalty from the person who was the registered owner of the Vehicle on the date of the alleged Violation.

Section 8. Notice of Delinquent Toll Evasion Violation

(a) If the payment of the Penalty is not received by the Processing Agency by the Due Date on the Notice of Toll Evasion Violation, and there is no contest as to that Violation as set forth in **Section 10** of this Ordinance, the Processing Agency shall deliver by first-class mail to the registered owner of the Vehicle a Notice of Delinquent Toll Evasion Violation.

(b) Alameda CTC or Processing Agency shall establish a procedure for providing, upon request, a copy of the original Notice of Toll Evasion Violation or an electronically produced facsimile of the original Notice of Toll Evasion Violation within fifteen (15) days of a request therefor. Alameda CTC may charge a fee sufficient to recover the actual costs of providing the copy not to exceed Two Dollars (\$2), to be established by the Executive Director of Alameda CTC. Until the Processing Agency complies with a request for a copy of the original notice of Violation, the Processing Agency may not proceed to collection of amounts covered by such notice.

(c) The Notice of Delinquent Toll Evasion Violation shall contain the information required to be contained in the original Notice of Toll Evasion Violation and, additionally, shall contain a notice to the registered owner that, unless the registered owner pays the Penalty, contests the Violation pursuant to the procedure set forth in the Notice of Toll Evasion Violation, or completes and returns to the Processing Agency an affidavit of non-liability, as provided with the Notice of Toll Evasion Violation and in compliance with subsections D, E and F of **Section 6**, within fifteen (15) days after the mailing of the Notice of Delinquent Toll Evasion Violation (the Due Date): (1) the Penalty shall be considered a debt due and owing Alameda CTC, (2) the renewal of the Vehicle registration shall be contingent upon compliance with the Notice of Delinquent Toll Evasion Violation at Alameda CTC's election, and (3) Alameda CTC may seek to recover in any lawful manner, as provided for in **Section 12**.

(d) The Notice of Delinquent Toll Evasion Violation shall contain, or be accompanied with, an affidavit of non-liability and information of what constitutes non-liability, information as to the effect of executing the affidavit, and instructions for returning the affidavit to the Processing Agency.

(e) If the affidavit of non-liability is returned to the Processing Agency within fifteen (15) days of the mailing of the Notice of Delinquent Toll Evasion Violation (the Due Date) together with proof that the driver at the time of the Violation did not possess express or implied consent to drive the Vehicle as evidenced by a stolen vehicle police report, if the Processing Agency is satisfied that the registered owner is not responsible for the Violation, the Processing Agency shall cancel the Notice of Toll Evasion Violation and make an adequate record of the reasons.

(f) If the affidavit of non-liability is returned to the Processing Agency by the Due Date with proof that the registered owner given the Notice of Toll Evasion Violation has made a bona fide sale or transfer of the Vehicle and has delivered possession thereof to the purchaser prior to the date of the alleged Violation and either (1) such owner has complied with section 5602 of the Code, or (2) the Processing Agency is satisfied with evidence that establishes that the transfer of ownership and possession of the Vehicle occurred prior to the date of the alleged Violation, and has obtained verification from the Department, then the Processing Agency shall terminate proceedings against the originally served Motorist and proceed against the unauthorized driver at the time of the Violation, or the new owner of the Vehicle.

(g) If the affidavit of non-liability is returned to the Processing Agency within fifteen (15) days of the mailing of the Notice of Delinquent Toll Evasion Violation (the Due Date set forth in the Notice of Delinquent Toll Evasion Violation) together with the proof of an

executed written rental agreement or lease between a bona fide renting or leasing company and its customer that identifies the rentee or lessee and provides the driver's license number, name, and address of the rentee or lessee, the Processing Agency shall mail to the rentee or lessee identified in the affidavit of non-liability a Notice of Delinquent Toll Evasion Violation. If payment is not received within fifteen (15) days of such mailing of the Notice of Delinquent Toll Evasion Violation, the Penalty shall be considered a debt due and owing Alameda CTC, and Alameda CTC may seek to recover in any lawful manner, as provided for in **Section 12**, from the rentee or lessee.

Section 9. Payment After Notice of Delinquent Toll Evasion Violation

If a Motorist who was mailed a Notice of Delinquent Toll Evasion Violation pursuant to **Section 8** of this Ordinance, or any other person who presents the Notice of Toll Evasion Violation or Notice of Delinquent Toll Evasion Violation, deposits the Penalty due with a person authorized to receive it, then the Processing Agency shall follow the procedures set forth in Section 40266 of the Code.

Section 10. Contest of Notice of Toll Evasion Violation or Notice of Delinquent Toll Evasion Violation

(a) A person may contest a Notice of Toll Evasion Violation or Notice of Delinquent Toll Evasion Violation within twenty-one (21) days of the issuance of the Notice of Toll Evasion Violation, or within fifteen (15) days of the issuance of the Notice of Delinquent Toll Evasion Violation, as applicable.

(b) The Processing Agency shall establish a fair and impartial investigation process to investigate the circumstance of the notice with respect to the contestant's written explanation of reasons for contesting a Violation. The Processing Agency shall investigate with its own records and staff the circumstances of the notice with respect to the contestant's written explanation of reasons for contesting the Violation. If based upon the results of that investigation, the Processing Agency is satisfied that the Violation did not occur or that the registered owner was not responsible for the Violation, the Processing Agency shall cancel the Notice of Toll Evasion Violation or Notice of Delinquent Toll Evasion Violation and make an adequate record of the reasons for cancelling the notice. The Processing Agency shall mail the results of the investigation to the person who contested the Notice of Toll Evasion Violation or the Notice of Delinquent Toll Evasion Violation.

(c) A person who contests a Notice of Toll Evasion Violation or Notice of Delinquent Toll Evasion Violation and is not satisfied with the results of the investigation may, within fifteen (15) days of the mailing of the results of the investigation, deposit the amount of the Penalty as set forth in subsection D of this **Section 10** and request an administrative review. The Processing Agency shall hold the administrative review within ninety (90) calendar days following the receipt of the request for an administrative review accompanied by the required deposit amount. The person requesting the administrative review may request one (1) continuance, not to exceed twenty-one (21) calendar days. The person requesting the administrative review shall indicate to the Processing Agency his or her election for a review by mail or personal conference.

(d) The deposit for requesting an administrative review shall be as follows:

(1) Except as provided herein, an individual seeking an administrative review shall deposit the full amount of the Penalty due at the time of the request.

(2) Individuals unable to pay the required deposit may apply for a hardship exception, which may be granted by the Processing Agency in its discretion.

(e) If the person requesting an administrative review is a minor, that person shall be permitted to appear at an administrative review or admit responsibility for a Violation without the necessity of the appointment of a guardian. The Processing Agency may proceed against that person in the same manner as if that person were an adult.

(f) As evidence of the Violation the Processing Agency shall produce the Notice of Toll Evasion Violation or a copy thereof, information received from the Department identifying the registered owner of the Vehicle, and a statement under penalty of perjury from the person authorized to issue a notice of Violation that the Tolls or other charges and any applicable fee were not paid in accordance with Alameda CTC's policies. This documentation in proper form shall be prima facie evidence of the Violation.

(g) The reviews shall be conducted in accordance with the written procedures established by the Processing Agency which shall ensure a fair and impartial review of the contested Violations. The Processing Agency shall provide its decision by first-class mail to the contestant. If a notice of appeal to the California Superior Court is not filed within the period set forth in **Section 11**, the decision shall be deemed final.

(h) The Processing Agency shall designate one or more individuals to serve here as the hearing officer(s) appointed to conduct administrative reviews pursuant to this **Section 10**. Each hearing officer shall demonstrate the qualifications, training and objectivity necessary to perform fair and impartial reviews. No hearing officer's employment, performance evaluation, compensation and benefits shall be directly or indirectly linked to the outcome of reviews or the revenue generated by such reviews.

Section 11. Appeal to Superior Court

A person who requests an administrative review and is not satisfied with the results of the review, may within twenty (20) days after the mailing of the Processing Agency's final decision seek review by filing an appeal to the Alameda County Superior Court, where the case shall be heard de novo, except that the contents of the Processing Agency's file in the case on appeal shall be received in evidence. For the purposes of computing the twenty (20)-day period, section 1013 of the Code of Civil Procedure shall be applicable. The Processing Agency shall admit into evidence as prima facie evidence of the facts stated therein, a copy of the Notice of Toll Evasion Violation and/or Notice of Delinquent Toll Evasion Violation. A copy of the notice of appeal shall be served in person or by first-class mail upon the Processing Agency by the contestant. Notwithstanding section 72055 of the Government Code, the fee for filing the notice of appeal shall be Twenty-Five Dollars (\$25). If the appellant prevails, this fee, together with the deposit of the Penalty made by the contestant, shall be promptly refunded by the Processing Agency in accordance with the judgment of the court.

Section 12. Collection of Unpaid Penalties

If payment is not received within the time periods set forth herein, and no contest has been timely filed, or has been resolved, Alameda CTC and the Processing Agency are authorized to proceed under one or more of the following options for the collection of unpaid Penalties:

(a) Transmit an itemization of unpaid Penalties with the Department for collection with the registration of the Vehicle. Alameda CTC shall pay the fees assessed by the Department associated with the recording of the Notice of Delinquent Toll Evasion Violation and may charge the amount of the fee to the Motorists to be collected by the Department.

(b) If more than Four Hundred Dollars (\$400) in unpaid Penalties have been accrued by any person or registered owner, Alameda CTC may file proof of that fact with the Superior Court with the same effect as a civil judgment. Execution may be levied and other measures may be taken for the collection of the judgment as are authorized for the collection of any unpaid civil judgments entered against a defendant in an action on a debt. The court may assess costs against a judgment debtor to be paid upon satisfaction of the judgment. The Processing Agency shall mail a notice by first-class mail to the person or registered owner indicating that a judgment shall be entered for the unpaid Penalties and that after thirty (30) days from the date of the mailing of the notice, the judgment shall have the same effect as an entry of judgment against a judgment debtor. The notice shall include all information required by Code section 40267. The filing fee and any costs of the collection shall be added to the judgment amount.

(c) If the Processing Agency has determined that registration of the Vehicle has not been renewed for sixty (60) days beyond the renewal date, and the Penalty has not been collected by the Department pursuant to section 4770 of the Code, file proof of unpaid Penalties with the court with the same effect as a civil judgment as provided above, except that if the amount of the unpaid Penalty is not more than Four Hundred Dollars (\$400), the filing fee shall be collectible by the court from the debtor.

(d) Contract with a collection agency to collect Penalty amounts.

(e) Submit a request to the California State Controller for an offset of unpaid Penalty owing by a Motorist against any amount owing the person or entity by a claim for a refund from the Franchise Tax Board under Personal Income Tax Law or the Bank and Corporation Law or from winnings in the California State Lottery, as authorized by California Government Code section 12419.12. Alameda CTC shall provide notice of intent to request an offset by first-class mail to the Motorist thirty (30) days prior to the request date.

(f) Pursue such other remedies and enforcement procedures that are authorized under the laws of the State of California.

Section 13. Termination of Proceedings

The Processing Agency shall terminate proceedings on the Notice of Delinquent Toll Evasion Violation in any of the following cases:

(a) Upon receipt of collected penalties remitted by the Department under Code section 4772 for that Notice of Delinquent Toll Evasion Violation.

(b) If the Notice of Delinquent Toll Evasion Violation was returned to the Processing Agency pursuant to Code section 4774 and five (5) years have elapsed since the date of the Violation.

(c) The Processing Agency receives information that the Penalties have been paid to the Department pursuant to Code section 4772.

Section 14. Confidentiality

Any information obtained during the enforcement of Violations shall not be used for any purpose other than to pursue the collection of Violations or process Tolls.

Section 15. Other Notices

Nothing herein shall prohibit Alameda CTC or the Processing Agency from establishing informal methods of notifying Motorists of Violations and from collecting Tolls and Penalties for Violations through such means.

Section 16. Implementation

Alameda CTC's Executive Director is hereby authorized and directed to develop procedures, forms, documents and directives which may be necessary to implement the terms of this Ordinance, and the Executive Director may delegate such duties and obligations under this Ordinance to staff of, or consultants under contract to, the Alameda CTC.

Section 17. Severability

If any term, covenant or condition of this Ordinance shall be held by a court of competent jurisdiction to be invalid or unenforceable, then the remainder of this Ordinance shall not be affected and each remaining provision shall be valid and enforceable to the fullest extent permitted by law unless any of the stated purposes of this Ordinance would be defeated.

ARTICLE II -PUBLICATION OF ORDINANCE.

Upon adoption on the second reading hereof, the Clerk of the Commission shall cause the publication of this Ordinance, within fifteen days of its adoption, once each in a newspaper of general circulation printed and published within Alameda County, and the Clerk of the Commission shall attest to such adoption and publication of this Ordinance. This Ordinance shall become effective thirty (30) days after adoption.

PASSED AND ADOPTED by the Commission of the Alameda County Transportation Commission on July 23, 2015 by the following vote:

AYES:

NOES:

EXCUSED:

Date Published: _____

Attested to:

Dated: _____

Clerk of the Commission

APPENDIX A

SCHEDULE OF PENALTIES

(as adopted by the Commission on March 26, 2015)

Toll Evasion Penalty: \$25 (plus original toll)

Delinquent Penalty: \$70 (\$25 Toll Evasion Penalty plus \$45 late fee; plus original toll).
If toll is paid within 15 days, penalty is reduced to \$25.

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