

RESOLUTION JB-2020-1

AUTHORIZATION TO THE INDIANA FINANCE AUTHORITY TO PROCURE CERTAIN TOLLING SERVICE PROVIDER SERVICES ON BEHALF OF THE JOINT BOARD

WHEREAS, the State of Indiana and the Commonwealth of Kentucky have jointly undertaken a project to improve cross river mobility over the Ohio River between Louisville and Southern Indiana, authorized by the Federal Highway Administration in its revised Record of Decision dated June 12, 2012 (the “Project”); and

WHEREAS, the Indiana Finance Authority (“IFA”) and the Indiana Department of Transportation (“INDOT”) have been authorized to participate in the Project on behalf of the State of Indiana, and the Kentucky Public Transportation Infrastructure Authority (“KPTIA”) and the Kentucky Transportation Cabinet (“KYTC”) have been authorized to participate in the Project on behalf of the Commonwealth of Kentucky; and

WHEREAS, IFA, INDOT, KPTIA and KYTC (collectively the “States’ Parties” and each individually a “State’s Party”) have (together with the Louisville and Southern Indiana Bridges Authority) entered into a Bi-State Development Agreement effective December 17, 2012 (as supplemented and amended, the “Development Agreement”) as well as an Interlocal Cooperation Agreement for the Design, Procurement, Construction, Financing, Tolling, Operation and Maintenance for the Louisville-Southern Indiana Ohio River Bridges Project effective as of December 17, 2012 (the “Interlocal Agreement”); and

WHEREAS, the Interlocal Agreement and the Development Agreement established this Joint Board, representing the States’ Parties and constituted as provided in the Interlocal Agreement and the Development Agreement; and

WHEREAS, by Resolution JB 2013-7, Resolution JB 2014-1, Resolution JB 2014-5, and Resolution JB 2015-4 (the “Resolutions”) this Joint Board authorized IFA to initiate and undertake a procurement process on its behalf, for roadside/back office, toll integrator services (collectively, “TSP services”); and

WHEREAS, by Resolution JB 2015-4, the Joint Board (i) approved the selection of Kapsch TrafficCom IVHS, Inc. as the TSP and (ii) authorized the execution by the IFA on behalf of the Joint Board of the Toll Services Agreement (the “Contract”); and

WHEREAS, the IFA and Kapsch TrafficCom IVHS, Inc. entered into the Contract as of May 12, 2015 with a stated term to end on December 31, 2023 (“Expiration Date”); and

WHEREAS, the Joint Board has determined it is desirable for future contracts for toll service provider services to be separated so that the back office and customer service center services (“TSP2 Services”) are under a different contract(s) than the roadside services.

NOW, THEREFORE, BE IT RESOLVED BY THIS JOINT BOARD as follows:

1. The Joint Board hereby authorizes the IFA to act as the Contracting Party with the full participation of the Non-Contracting Parties, and to undertake procurements pursuant to IC 5-1.2-4-1(a)(6) for the TSP2 Services which shall be designed and ready for implementation no later than the Expiration Date.
2. In compliance with paragraph 6.2 of the Joint Board By-laws, the procurement and contract shall be administered pursuant to Exhibit A, hereto.

Approved this _____ day of , 2020.

INDIANA FINANCE AUTHORITY

By: _____
Dan Huges, Public Finance Director of the
State of Indiana

INDIANA DEPARTMENT OF
TRANSPORTATION

By: _____
Joe McGuinness, Commissioner

KENTUCKY PUBLIC TRANSPORTATION
INFRASTRUCTURE AUTHORITY

By: _____
Winston Miller, Vice Chairperson

KENTUCKY TRANSPORTATION CABINET

By: _____
Jim Gray, Secretary

Exhibit A

The procurement and the Contract shall be administered and managed on behalf of the Joint Board and the States' Parties in conformance with the following:

1. The Kentucky Parties and the Indiana Parties shall designate representatives to work with counsel and the Toll Services Advisor in continued development of the RFP and procurement processes for the TSP2 services. The RFP and the procurement processes shall meet the requirements of the Contracting Party's statutory and regulatory requirements.
2. The Kentucky Parties and the Indiana Parties shall each designate three representatives of a Selection Committee to work with counsel and the Toll Services Advisor to review RFP Responses and to make a collective recommendation of a preferred offeror to the Joint Board.
3. The Contracting Party shall administer the Contract as authorized and directed by the Joint Board. The Kentucky Parties and the Indiana Parties shall each designate a representative to work with counsel and Toll Services Advisor on the direction of the work of the contractor selected to perform the TSP2 services on behalf of the Joint Board after the Contract has been awarded.
4. Payment obligations on the Contract shall be shared equally between the Indiana Parties and the Kentucky Parties, and the Contract shall provide that each State shall only be responsible for one-half of the Joint Board's financial obligations under the Contract, such terms to be accepted in writing by the selected TSP2 provider in the Contract.
5. The Contracting Party shall absorb all of its costs of administering and managing the Contract. Each Non-Contracting party shall absorb all its internal costs associated with its duties hereunder and under the Contract. Third party costs incurred by any Party with the prior written consent of the other Parties shall be shared equally.
6. The Kentucky and Indiana Parties' representatives, shall prepare reports as needed regarding the status of the Contract, which shall include a description of any material issues affecting proper completion, the schedule for performance, or the budget for any of the States' Parties, upon request. Such status reports shall be available for Joint Board Meeting sand Tolling Body Meetings when requested.
7. It is the goal of this resolution to promote and insure joint coordination, management, and communication between the TSP2 services contractor and the States' Parties. The States' Parties' representatives shall require periodic team meetings to be scheduled with appropriate frequency to insure adequate coordination and progress of the TSP2 work. In any instance where Project related communications are necessary without representatives of one of the States' Parties, the representative of the States' Party privy to the communication will make every reasonable effort to relay the specifics of this

communications to the non participating States' Parties' representatives in writing in a timely manner, ideally the same business day.

8. The Contracting Party shall maintain all of the books and records relating to the Contract and shall make them available to representatives of the Non-Contracting Parties upon request.
9. The final Contract will not be issued or executed without prior notice to, and unanimous approval of, the Non-Contracting Parties.
10. The following actions shall be the responsibility of the Contracting Party. No action or directives may be made on the Contract without the joint approval of the members of the Non-Contracting Parties. The Contracting Party shall not take any of the following actions without prior notice and unanimous approval of all members of the Non-Contracting Parties:
 - a) Invoices and contract payments on the Contract;
 - b) Claim determination
 - c) Issuance of a Punch List
 - d) Final approval or acceptance
 - e) Approval of installation documents;
 - f) Approval of ongoing operations and maintenance work; and
 - g) Actions related to performance reviews of ongoing operations and maintenance work.
11. Changes in the scope of work, schedule or cost of work under the Contract may only be approved through an official action of the Joint Board.
12. Disputes amongst the representatives of the States' Parties as to administration fo the Contract shall be submitted to the Joint Board for resolution according to the terms and conditions of the Bi-State Development Agreement.
13. The States' Parties shall have equal access to work product generated pursuant to the Contract.
14. The States' Parties shall be named as express Third Party Beneficiaries to the Contract.
15. Acts or Omissions of the Contracting Party that are contrary to or inconsistent with this Resolution shall be at the sole cost and responsibility of the Contracting Party.