

RESOLUTION JB-2020-4

RESOLUTION OF JOINT BOARD RATIFYING SELECTION OF REVENUE CONTROL MANGER

WHEREAS, by Resolutions JB 2013-2 and JB 2014-6, this Joint Board authorized the Kentucky Transportation Cabinet (“KYTC”) to procure toll advisory services and to oversee the work of a Toll system Integrator and Toll Operator on behalf of the Joint Board and the States’ Parties, which work includes assisting in the design of financial systems, reconciling financial information, preparing financial reports, and participating in applicable audits; and

WHEREAS, it was determined that the portion of the toll advisory services work that pertains to assisting in the design of financial systems, reconciling financial information, preparing financial reports, and participating in applicable audits should be the subject of a procurement separate from that for the rest of the toll advisory services. This entity that performs this portion of the advisory work is called the Revenue Control Manager (“RCM”).

WHEREAS, by Resolution JB 2015-2 this Joint Board ratified the selection of KPMG as the RCM.

WHEREAS, the contract with KPMG expired and pursuant to the authority previously granted by this Joint Board, KYTC has followed the Commonwealth’s statutorily defined process in issuing an RFP to procure a new RCM. The evaluation committee, made up equally of Indiana and Kentucky representatives has evaluated and scored the proposals receive. The states have negotiated a price for such services and the form of contract for such services (the “RCM Contract”) with the firm which made the highest scored proposal, Strothman and Company; and

WHEREAS, KYTC now requests that the Joint Board ratify the selection of Strothman and Company as the RCM and execution of the RCM Contract.

NOW, THEREFORE, BE IT RESOLVED BY THIS JOINT BOARD that:

1. The selection of Strothman and Company as RCM is hereby confirmed and ratified.
2. The execution of the RCM Contract by KYTC on behalf of the Joint Board and the States’ Parties is hereby confirmed and ratified.
3. The RCM Contract shall be jointly administered by the States’ Parties pursuant to the Joint Board By-Laws and 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 the RCM..
2. 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 the RCM and to direct the work of the RCM.
3. Payment obligations on the RCM Contract shall be shared equally between the Indiana Parties and the Kentucky Parties, and the RCM Contract shall provide that each State shall only be responsible for one-half of the Joint Board's financial obligations under the Contract.
4. The Contracting Party shall absorb all of its costs of administering and managing the RCM Contract. Each Non-Contracting party shall absorb all its internal costs associated with its duties hereunder and under the RCM Contract. Third party costs incurred by any Party with the prior written consent of the other Parties shall be shared equally.
5. The Kentucky and Indiana Parties' representatives, shall prepare reports as needed regarding the status of the RCM Contract, which shall include a description of any material issues affecting the RCM's performance, 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.
6. It is the goal of this resolution to promote and insure joint coordination, management, and communication between the RCM 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 RCM 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.
7. 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.

8. The following actions shall be the responsibility of the Contracting Party. No action or directives may be made on the RCM 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) Actions related to performance reviews of RCM work.
9. Changes in the scope of work, schedule or cost of work under the RCM Contract may only be approved through an official action of the Joint Board.
10. Disputes amongst the representatives of the States' Parties as to administration of the RCM Contract shall be submitted to the Joint Board for resolution according to the terms and conditions of the Bi-State Development Agreement.
11. The States' Parties shall have equal access to work product generated pursuant to the RCM Contract.
12. 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.