

RESOLUTION JB-2023-8

**RESOLUTION OF JOINT BOARD
APPROVING AND RATIFYING TOLL SERVICE ADVISOR CONTRACT
EXTENSION**

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 (the “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, the 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 (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 Development Agreement provides for certain ongoing activities to be performed by a Bi-State Management team, as described therein; and

WHEREAS, the Interlocal Agreement established this Joint Board, representing the States’ Parties and constituted as provided in the Interlocal Agreement, and authorized the Joint Board to adopt and amend bylaws and other rules of governance from time to time, which bylaws and rules of governance shall be consistent with the Development Agreement and the Interlocal Agreement; and

WHEREAS, the Joint Board, by Joint Board Resolution JB-2018-1, dated December 18, 2018, ratified the selection of HNTB as Toll Services Advisor (“TSA”) and authorized the execution of the IFA-HNTB agreement (the “Advisor Contract”); and

WHEREAS, the Advisor Contract provides for an extension for a period not longer than its original term; and


WHEREAS, the IFA now requests that the Joint Board ratify the execution of the extension of the Advisor Contract through December 30, 2028, and requests an increase in the contract value of \$30,019,668, in addition to the \$20,554,545 previously authorized.

NOW, THEREFORE, be it resolved by the Joint Board that:

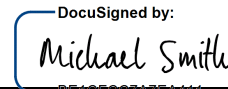
1. The extension of the Advisor Contract through December 30, 2028, and additional \$30,019,668 is hereby approved and ratified; and
2. The Advisor Contract shall be jointly administered by the States' Parties pursuant to the Joint Board By-Laws and Exhibit A hereto.

Dated this 16th day of February, 2023:


INDIANA FINANCE AUTHORITY

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

INDIANA DEPARTMENT OF TRANSPORTATION

By: 
 Michael Smith, Commissioner

KENTUCKY PUBLIC TRANSPORTATION INFRASTRUCTURE AUTHORITY

By: 
 Geri Grigsby, Vice Chair

KENTUCKY TRANSPORTATION CABINET

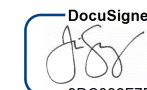
By: 
 Jim Gray, Secretary

Exhibit A

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 TSA.
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 TSA and to direct the work of the TSA.
3. Payment obligations on the TSA Contract shall be shared equally between the: Indiana Parties and the Kentucky Parties, and the TSA 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 TSA Contract. Each Non-Contracting party shall absorb all its internal costs associated with its duties hereunder and under the TSA 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 TSA Contract, which shall include a description of any material issues affecting the TSA'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 Meetings 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 TSA 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 TSA 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 TSA 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 TSA work.
9. Disputes amongst the representatives of the States, Parties as to administration of the TSA Contract shall be submitted to the Joint Board for resolution according to the terms and conditions of the Bi-State Development Agreement.
10. The States' Parties shall have equal access to work product generated pursuant to the TSA Contract.
11. 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.