

RESOLUTION JB 2016-5

RESOLUTION OF JOINT BOARD AUTHORIZING KPTIA TO PROCURE TRANSPONDERS

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, as authorized by the Federal Highway Administration in its revised Record of Decision (“ROD”) dated June 20, 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 (collectively, the “States’ Parties”); and

WHEREAS, the States’ Parties have undertaken to jointly toll the Project pursuant to the Development Agreement, the Interlocal Agreement and other applicable Project agreements and resolutions of this Board and the Tolling Body; and

WHEREAS, the States’ Parties have determined that, to further their efforts to toll the Project and in the interest of good customer service, it is necessary to acquire transponders designed for motorcycles and transponders which mount to vehicle license plates in addition to the transponders previously procured; and

WHEREAS, the Joint Board wishes to authorize KPTIA to exercise necessary and appropriate powers delegated and shared under the Interlocal Agreement in order to procure the above described transponders.

NOW, THEREFORE, BE IT RESOLVED by this Joint Board that:

1. This Joint Board hereby authorizes KPTIA to undertake one or more procurements to obtain the described transponders, pursuant to its powers shared in the Interlocal Agreement and in accordance with the requirements of applicable laws, on behalf of the Joint Board.
2. KPTIA is directed to work cooperatively with the advisors for the Joint Board and the non-contracting States’ Parties in executing the procurement.
3. Any resulting contract shall be administered and managed on behalf of the Joint Board and the States’ Parties in conformance with the Bylaws and with the following:
 - a. 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 for administration of the contract after the contract has been awarded.

- b. The above referenced representative may be replaced on a temporary or permanent basis at the discretion of the Party they represent. Replacement notifications or designations will be forwarded to all the key stake holders of the Project.
- c. Payment obligations on the contract shall be shared equally by 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.
- d. 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 the Contracting Party with the consent of the Non-Contracting Parties shall be shared equally.
- e. The Contracting Party, in full cooperation with the Non-Contracting Parties, will agree on a reporting and management system and on a schedule as may be appropriate for the contract in writing. In the absence of an agreement, the Contracting Party will report on a monthly basis to the designated representatives of each of the Non-Contracting Parties as to the progress and status of the contract, which shall include a description of any material issues affecting proper completion, the schedule for performance or the budget. The Contracting Party shall also ensure that current status reports will be available for Joint Board Meetings and Tolling Body Meetings when requested.\
- f. It is the goal of this resolution to promote and insure joint coordination, management, and communication between the contractor and the Contracting Party working in cooperation with the Non-Contracting Parties. To that end the Contracting Party will conduct periodic team meetings to formally coordinate, prioritize and track ongoing efforts of the contractor. These team meetings will be scheduled with appropriate frequency to insure adequate coordination and progress of the contractor's work. In any instance where project related communications are necessary with only one member of the designated team, the team member privy to the communication will make every reasonable effort to relay the specifics of this communication in writing to the non-participating member in a timely manner, ideally the same business day.
- g. 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.
- h. The final contract will not be issued or executed without prior notice to, and unanimous approval of, the Non-Contracting Parties.
- i. 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 Non-Contracting Parties. The Contracting Party shall not take any of the following actions without prior notice and approval of the Non-Contracting Parties.

- i. Invoices and contract payments on the contract;
- ii. Claim determinations.
- j. 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.
- k. Disputes amongst the representatives of the States' Parties as to administration of the contract shall be submitted to the Joint Board for resolution according to the terms and conditions of the Bi-State Development Agreement.
- l. The States' Parties shall be named as express Third Party Beneficiaries to the contract.
- m. 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.

Approved this 11th day of May, 2016.


INDIANA FINANCE AUTHORITY

By: 
Dan Hoge
Public Finance Director of the State of
Indiana

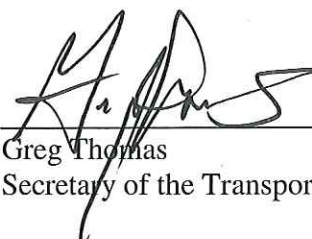
INDIANA DEPARTMENT OF
TRANSPORTATION

By: 
Tony McClellan
Designee of the Commissioner of the
Indiana Department of Transportation

KENTUCKY PUBLIC TRANSPORTATION
INFRASTRUCTURE AUTHORITY

By: 
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Designee of the Chair of the Kentucky
Public Transportation Infrastructure
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KENTUCKY TRANSPORTATION CABINET

By: 
Greg Thomas
Secretary of the Transportation Cabinet