

INTERSTATE AGREEMENT
Traffic Management Enhancement Project

THIS Agreement is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "ODOT," and the STATE OF WASHINGTON, acting by and through its Department of Transportation, hereinafter referred to as "WSDOT."

RECITALS

A. By the authority granted in Oregon Revised Statutes (ORS) 190.110 and 190.420, State agencies may enter into agreements with public agencies in other states for joint or cooperative actions to the extent that the laws of the other state permit.

B. By the authority granted in Revised Code of Washington (RCW), Chapter 39.34, agencies of the state of Washington may enter into agreements with public agencies in other states for joint or cooperative actions to the extent that the laws of the other state permit.

C. A key component of Intelligent Transportation Systems (ITS) in the Portland, Oregon-Vancouver, Washington area is the Transportation Operations Center System (TOCS). Using information provided within TOCS and by other ITS components, the TOCS and its users respond to the changing highway system environment, traffic flow, and traffic related emergencies.

D. One component of the TOCS is the Advanced Traffic Management System (ATMS). The ATMS software is used to control, monitor, and manage ITS devices (i.e., Variable Message Signs, Closed Circuit Television Cameras, Ramp Meters) in support of TOC Operations

E. ODOT and WSDOT are working together to upgrade and operate the ATMS, located in the Portland Traffic Management Operations Center (TMOC), in a mutually beneficial manner. Portions of ATMS are to be integrated into the planned TOCS.

F. This Agreement covers three phases:

1. ODOT and WSDOT (collectively the "PARTIES" and individually the "PARTY") will cooperate in the upgrading of the existing ATMS system to a more supportable and robust configuration which includes WSDOT-specific enhancements.

2. ODOT will continue to operate the upgraded ATMS in Portland. WSDOT will have access to use the ATMS.

ODOT/WSDOT
ODOT Agreement No. 23448
WSDOT No. GCA 5032

3. ODOT will replace the ATMS with the TOCS consisting of the Event Management, Traffic Management and Response Management modules. WSDOT will have access to use the TOCS system.

G. ODOT and WSDOT wish to cooperate in the conversion of existing systems, the deployment of the TOCS, and further development and enhancement of the software to the mutual benefit of the PARTIES.

H. TOCS includes a planned future phase in which ODOT and WSDOT operate independently of each other, but each will provide a redundant backup for the other. That arrangement will be covered in a separate agreement.

NOW THEREFORE, the premises being in general as stated in the foregoing recitals, it is agreed by and between the PARTIES hereto as follows:

AGREEMENT

I. GENERAL TERMS

1.1. Purpose. Under such authority, ODOT and WSDOT agree to cooperate to enhance the performance of the ODOT ATMS by upgrading to newer software Solaris 10.0 and SQL Server 2005 (SQL Server), and the hardware necessary for this software to run efficiently. Each PARTY shall be responsible for its own costs incurred in the performance of this Agreement. Any expenses ODOT incurs as a result of this Agreement are covered under the currently approved and authorized ODOT TOCS or ITS project budget. Any expenses WSDOT incurs as a result of this Agreement are covered under the currently approved and authorized WSDOT project budget.

1.2 Term. The term of this Agreement shall begin on the date all required signatures are obtained and shall terminate on December 31, 2012, unless extended by a written fully executed amendment.

1.3 Project Management.

1.3.1 WSDOT's Project Manager for this Project is Traffic Operations Engineer, 11018 NE 51st Circle, Vancouver, WA 98682-6686, (360) 905-2241, or designee approved by the WSDOT Traffic Operations Manager unless a different position and/or address has been designated in writing and delivered to ODOT.

1.3.2 ODOT designates the Chief Information Officer as its authorized representative (Project Manager) in administering this Agreement. ODOT designates the Transportation Application Development (TAD) Manager as the Contract Administrator for matters related to performance and carrying out ODOT's responsibilities under this Agreement, 1178 Chemeketa St. Salem, OR 97301-2528,

ODOT/WSDOT
ODOT Agreement No. 23448
WSDOT No. GCA 5032

(503) 986-3206, unless different positions and/or address' have been designated in writing and delivered to WSDOT.

1.4 Termination.

1.4.1 This Agreement may be terminated by either PARTY upon 30 days written notice, delivered by certified mail, or in person, to the respective PARTY's Project Manager, as designated in **section 1.3**, under the terms of this Agreement under any of the following conditions:

A. If either PARTY fails to provide services called for by this Agreement within the time specified herein or any written extension thereof.

B. If either PARTY fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from either PARTY fails to correct such failures within 10 days or such longer period as the other PARTY may authorize.

C. If Federal or state laws, regulations or guidelines are modified or interpreted by a court of competent jurisdiction in such a way that either the work under this Agreement is prohibited or either PARTY is prohibited from funding such work from the PARTY's planned funding source.

1.4.2 ODOT may terminate this Agreement with upon not less than 365 days prior written notice, if ODOT determines that it is in the best interest of the state of Oregon to terminate this Agreement.

1.4.3 WSDOT may terminate this Agreement with upon not less than 90 (ninety) days prior written notice, if WSDOT determines that it is in the best interest of the state of Washington to terminate this Agreement.

1.4.4 Any termination of this Agreement shall not prejudice any rights or obligations accrued to the PARTIES prior to termination.

1.5 Ownership & Disposition of Assets. The PARTIES agree that all enhancements including any software upgrades or hardware improvements become the property of ODOT exclusively. Any ODOT owned hardware delivered to WSDOT or its Contractors must be returned to ODOT's Region 1 TOC within 30 days from the date this Agreement is terminated.

1.6 Dispute Resolution. In the event of disagreement between the PARTIES regarding implementation of this Agreement, ODOT and WSDOT will, in the following order: a) make a good faith effort to resolve the dispute between the principle contacts

listed herein; b) if necessary, refer the dispute for resolution by the program management teams of the two agencies with jurisdiction over the issue in a face-to-face meeting or conference call within five working days of the referral; c) if necessary, provide each other their respective positions in writing and refer the dispute for resolution by the executive level management teams of the two agencies in a face-to-face meeting within 10 working days of referral from the program management level; and d) if necessary, refer the dispute for resolution by the agency directors within 10 working days of referral from the executive management level.

1.7 Records. The PARTIES acknowledge and agree that ODOT and WSDOT, the Oregon Secretary of State's Office, and the State Auditor of Washington, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of ODOT and WSDOT which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of three years after completion of the Project. Copies of applicable records shall be made available upon request. Payment for reasonable costs of copies is reimbursable by the requesting PARTY. This Agreement is subject to the public disclosure laws of Washington and Oregon.

1.8 Counterparts. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding both PARTIES, notwithstanding that both PARTIES are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

1.9 Liability. Subject to the limits imposed by each PARTY's respective state constitution and tort liability laws, each PARTY to this Agreement shall be responsible for damage to persons or property resulting from the negligence on the part of itself, its employees, its agents, or its officers. If the claims or damages are caused by or result from the concurrent negligence of (a) ODOT, its agents or employees; and (b) WSDOT its agents or employees, or involves those actions covered by RCW 4.24.115, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the indemnifying PARTY, and its agents or employees. Neither PARTY assumes any responsibility to the other PARTY for the consequences of any act or omission of any person, firm, or corporation not a party to this Agreement.

1.10 Incorporation; Entire Agreement; Amendment; Waiver. The Recitals and all exhibits to this Agreement are incorporated into and made a part of this Agreement. This Agreement and attached exhibits constitute the entire agreement between the PARTIES on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. This Agreement may be amended by mutual agreement of the PARTIES. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the PARTIES. No waiver, consent, modification or change of

terms of this Agreement shall bind either PARTY unless in writing and signed by both PARTIES and all necessary approvals have been obtained. Any waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of ODOT or WSDOT to enforce any provision of this Agreement shall not constitute a waiver by ODOT or WSDOT respectively of that or any other provision.

II. SCOPE OF WORK

2.1 ATMS CONVERSION AND IMPLEMENTATION WORK

2.1.1 WSDOT OBLIGATIONS

A. WSDOT shall contract with a mutually agreed upon contractor to convert the existing ATMS to Solaris 10.0 and SQL Server 2005, with the hardware necessary for this software to run efficiently, perform system testing and assurance and install on the new production environment in Portland, Oregon. ODOT and WSDOT have already agreed upon the contractor to be selected and statement of work.

B. WSDOT shall include ODOT in the review of all contract deliverables.

C. WSDOT shall identify its key personnel, along with their roles and responsibilities, assigned to support the ATMS conversion work order.

D. WSDOT shall purchase any licenses specific to its enhancements of the converted ATMS. None are currently anticipated.

E. WSDOT shall pay its contractor at WSDOT's own expense for the conversion.

F. WSDOT shall migrate from the old ATMS to the new upgraded ATMS.

G. WSDOT shall test and migrate to the converted ATMS within 60 calendar days of availability of a production system in the City of Portland, Oregon.

2.1.2 ODOT OBLIGATIONS

A. ODOT shall provide access to WSDOT personnel and their contractors to complete the installation or any maintenance relevant to the successful operation of ATMS. All personnel must display an approved identification badge in ODOT facilities. ODOT will provide the badge.

B. ODOT shall provide current version source code for the ATMS software to WSDOT for conversion by the contractor.

C. ODOT shall identify its key personnel, along with their roles and responsibilities, assigned to support the contractor's ATMS conversion work order.

D. ODOT shall purchase any licenses specific to its implementation of the converted ATMS.

E. ODOT shall purchase hardware and operating systems for the upgraded production ATMS environment in the Portland TMOC.

F. ODOT shall provide database consulting to ensure the new SQL Server database design is consistent with ODOT best practices.

G. ODOT shall review and respond to all documentation and specifications provided by WSDOT for the ATMS System within 15 working days.

2.2 USE OF CONVERTED ATMS SYSTEM

2.2.1 When the ATMS is converted and enhanced, ODOT shall allow WSDOT continued use of the system until it is replaced by the TOCS.

2.2.2 WSDOT OBLIGATIONS

A. WSDOT shall purchase and install any WSDOT hardware and servers required for its use of the ATMS system.

B. WSDOT shall purchase any licenses as required for its use of ATMS.

C. WSDOT shall be responsible for any costs it incurs for work related to the configuration, testing, acceptance, installation, and deployment of ATMS for use in the State of Washington.

D. WSDOT shall follow published system operating guidelines related to the operation of the ATMS system.

E. WSDOT shall perform system maintenance on all WSDOT-owned ATMS hardware and software.

2.2.3 ODOT OBLIGATIONS

A. ODOT shall continue to allow WSDOT terminal access to the ATMS.

B. ODOT shall perform regular system maintenance on all ODOT-operated ATMS hardware and software.

2.3 USE OF NEW TRANSPORTATION OPERATION CENTER SYSTEM

2.3.1 Once completed and installed in the Portland TMOC, ODOT shall allow WSDOT access to the new TOCS.

2.3.2 WSDOT OBLIGATIONS

A. WSDOT shall purchase and install WSDOT hardware and servers as required for its use of the system in Washington.

B. WSDOT shall purchase any licenses as required for the use of the TOCS.

C. WSDOT shall be responsible for work related to the configuration, testing, acceptance, installation, and deployment of the TOCS in the State of Washington.

D. WSDOT shall be responsible for adhering to the specifications for configuration, testing, acceptance, installation, and deployment of the TOCS in the State of Washington.

E. WSDOT shall identify its key personnel, along with their roles and responsibilities, assigned to support the installation of the TOCS Hardware and Software.

F. WSDOT shall follow published system operational guidelines related to the TOCS.

G. WSDOT shall provide staffing to migrate from the old ATMS to the new TOCS.

H. WSDOT shall discontinue the use of ATMS within 180 calendar days of the TOCS being used as the production system in Portland, Oregon.

I. WSDOT shall review and respond to all documentation and specifications provided by ODOT for the TOCS within 15 work days.

2.3.3 ODOT OBLIGATIONS

A. ODOT shall purchase and install ODOT hardware and servers based on the TOCS specifications for use in the State of Oregon.

B. ODOT shall purchase any licenses specific to its implementation of TOCS.

C. ODOT shall allow WSDOT Client/Server access to the TOCS System.

D. ODOT shall provide WSDOT all source code and rights to use TOCS, within ODOT's ability, at WSDOT's request.

E. ODOT shall provide WSDOT with all relevant documentation associated with the system.

F. ODOT shall provide TOCS specifications to WSDOT in the areas of backup, support, installation, and configuration. ODOT shall additionally provide consultation services to WSDOT related to those specifications as ODOT key personnel are available.

G. ODOT shall identify ODOT key personnel, along with their roles and responsibilities, assigned to support the installation of TOCS hardware and software.

2.4 MAINTENANCE, SYSTEM CHANGES, AND SHARING OF TOCS

2.4.1 WSDOT OBLIGATIONS

A. WSDOT shall adhere to a change control process for future TOCS modifications which ODOT will develop prior to the completion of the TOCS Event Management Project; Provided, that WSDOT shall have an opportunity to review and comment on said change control process prior to its implementation.

B. WSDOT shall provide support and maintenance for its hardware.

C. WSDOT shall provide support and maintenance for software specific to WSDOT.

D. WSDOT shall be responsible for any non-centralized WSDOT administrative functions within TOCS.

ODOT/WSDOT
ODOT Agreement No. 23448
WSDOT No. GCA 5032

E. WSDOT shall be responsible for deployment and maintenance costs associated with its implementation of all changes or updates to the ATMS and TOCS products, received from ODOT.

F. WSDOT agrees to make available to ODOT all changes or updates to ATMS and TOCS, according to the change control process, at no cost to ODOT.

G. WSDOT shall identify its key personnel assigned to support the change control process.

H. WSDOT shall provide appropriate and, to the best of its knowledge, accurate information to the ODOT System Administrator in support of administrative functions that support standardized operations and are controlled centrally within TOCS.

2.4.2 ODOT OBLIGATIONS

A. ODOT shall develop a change control process for future TOCS modifications prior to the completion of the TOCS Event Management Project, and agrees to adhere to its provisions.

B. ODOT shall provide support and maintenance for its hardware.

C. ODOT shall provide support and maintenance for software specific to ODOT.

D. ODOT System Administrator shall assume responsibility for administrative functions that support standardized operations and are controlled centrally within TOCS.

E. ODOT shall be responsible for deployment and maintenance costs associated with its implementation of all changes or updates to ATMS and TOCS received from WSDOT.

F. ODOT agrees to make available to WSDOT all changes or updates to ATMS and TOCS product, according to the change control process, at no cost.

G. ODOT shall identify its key personnel assigned to support the change control process.

IN WITNESS WHEREOF, the PARTIES hereto have set their hands as of the day and year hereinafter written. The undersigned acknowledge that they are authorized to execute this Agreement and bind their respective agencies to the obligations set forth herein.

ODOT/WSDOT
ODOT Agreement No. 23448
WSDOT No. GCA 5032

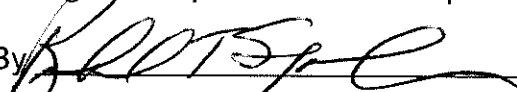
The Oregon Transportation Commission on June 18, 2003, approved Delegation Order No. 2, which authorizes the Director to approve and execute agreements for day-to-day operations which include activities required to implement the biennial budget approved by the Legislature.

SIGNATURE PAGE TO FOLLOW

ODOT/WSDOT
ODOT Agreement No. 23448
WSDOT No. GCA 5032

On September 15, 2006, the Director of the Oregon Department of Transportation approved Subdelegation Order No. 2, in which the Director delegates authority to the Branch Managers and Division Administrators for their respective division or branch to approve and sign agreements up to \$75,000 when the work is in a line item in the biennial budget approved by the Director.

STATE OF WASHINGTON, by and through its Department of Transportation

By 

Title ATA for Operations

Date 2-14-07

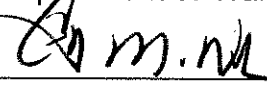
APPROVED AS TO FORM

By Patricia K. Wighting
WSDOT Assistant Attorney General

Date 2/9/07

Agency Contact:
Stan Markuson
Traffic Operations Engineer
11018 NE 51st Circle
Vancouver, WA 98682-6686
PO Box 1709
Vancouver, WA 98668-1709



STATE OF OREGON, by and through its Department of Transportation

By 

Technical Services Mgr/Chief Engineer

Date 2-28-07

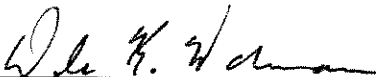
APPROVAL RECOMMENDED

 By 

Chief Information Officer

Date 2-26-07

APPROVED AS TO LEGAL SUFFICIENCY

By 
Assistant Attorney General

Date 2/20/07