

**Inter-Agency Agreement between
Oregon Department of Transportation &
Oregon Department of State Police
Enterprise Sonic Bus Infrastructure**

1. PARTIES:

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 OREGON, acting by and through its Department of State Police, hereinafter referred to as "OSP," both herein referred to individually or collectively as "Party" or "Parties."

2. AUTHORITY:

By the authority granted in Oregon Revised Statute (ORS) 190.110 and 283.110, state agencies may enter into Agreements with units of local government or other state agencies for the performance of any or all functions and activities that a party to the Agreement, its officers, or agents have the authority to perform.

3. RECITALS:

- a. ODOT and OSP own Sonic Enterprise Service Bus (ESB) and related services that may be useful to other Parties.
- b. ODOT and OSP agree that sharing servers and related services is mutually beneficial to the parties and to the general public and promotes cost-effective and efficient use of public resources.

4. DEFINITIONS:

Member Agencies:

Member Agencies are defined as legal entities that will use a software service hosted on the Sonic Enterprise BUS servers. Examples of Member Agencies are ODOT, OSP, Deschutes County 911, Hood River County 911 and Wasco County 911.

5. PURPOSE:

- a. ODOT requests access to OSP servers hosting the Enterprise Sonic Bus (ESB) software and to document the intentions of the Parties to cooperate in the operation of the ESB. OSP will manage the infrastructure supporting the Enterprise Sonic Bus and the shared services, as shown on Exhibit A, attached hereto and by this reference made a part hereof:
 - i. The Oregon Interoperability Server (OIS) ESB Instance that allows ODOT, OSP, and 911 Call Centers to pass messages between the agencies
 - ii. The Oregon Interoperability Server (OIS) Test Agency Application that allows Member Agencies to connect to the test OIS ESB and test sending messages.

iii. Oregon State Police Message Switch (OSPMSW), that passes information between OSP Computer Aided Design (CAD) and other OSP entities (Records Management System (RMS)/APS-Report Beam (E-citations, E-Crash, E-Warning)/Law Enforcement Data System (LEDS))

iv. An Instance of PDCC ESB Failover Services

b. To develop a model through which OSP may recover those reasonable and necessary costs associated with the operation of the ESB Infrastructure

6. TERM:

This Agreement shall become effective on the date all required signatures are obtained and shall remain in full force and effect until terminated by either or both parties.

7. AMENDMENTS:

The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever, except by written instrument signed by both parties. No amendment shall be effective and bind either party until signed by both parties.

8. RESPONSIBILITIES:

Both Parties shall:

- a. Abide by the requirements of Exhibit-A.
- b. Cooperate to successfully execute their respective roles as identified in Exhibit-A.
- c. Bring appropriate staff resources to bear in the accomplishment of tasks identified in Exhibit-A.
- d. Cooperation in the prioritization of tasks for the scheduling of associated personnel resources.
- e. Take appropriate measures to protect the security access requirement of the equipment area physically housing the computing hardware that will house the Enterprise Sonic Bus Infrastructure.
- f. Mutually agree to support the partnership with the PDCC and the OIS Program Member Agencies.

9. CONSIDERATION:

This Agreement is neither a fiscal nor a funds obligation document. Each Party is solely responsible for its costs associated with the transfer of ownership, including installation, maintenance and operation of the Project.

10. TERMINATION:

This Agreement may be terminated by mutual written consent signed by both Parties, or by either Party acting alone, upon six (6) month written notice to the other Party.

11. GENERAL PROVISIONS:

- a. The Parties agree that any tort liability claim, suit, or loss resulting from or arising out of the Parties' performance of and activities under this Agreement shall be allocated, as between the state agencies, in accordance with law by Oregon Department of Administrative Services' (DAS) Risk Management, for purposes of their respective loss experiences and subsequent allocation of self-insurance assessments under ORS 278.435. Each Party to this Agreement agrees to notify the DAS Risk Management Division and the other agency in the event it receives notice or knowledge of any claims arising out of the performance of, or the agencies' activities under this Agreement.
- b. The Parties understand that each is insured with respect to tort liability by the State of Oregon Insurance Fund, a statutory system of self-insurance established by ORS 278, and subject to the Oregon Tort Claims Act (ORS 30.260-30.300). Each Party agrees to accept that coverage as adequate insurance of the other Party with respect to personal injury and property damage.
- c. The Parties shall not enter into any subcontracts for any of the work scheduled under this Agreement without obtaining prior written approval from either Party.
- d. The Parties agrees to comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement. Without limiting the generality of the foregoing, the Parties expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
- e. The Parties shall perform the service under this Agreement as an independent contractor and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement including, but not limited to, retirement contributions, workers compensation, unemployment taxes, and state and federal income tax withholdings.
- f. All employers, including both Parties, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Employers Liability insurance with coverage limits of not less than \$500,000 must be included. Both Parties shall ensure that each of its contractors complies with these requirements.

- g. OSP acknowledges and agrees that ODOT, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of OSP which are directly pertinent to the specific Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after final payment. Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by ODOT.
- h. Both Parties certify and represent that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of both Parties, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind both Parties.
- i. OSP's Project Manager for this Project is Jerold Kent Martin, 3225 State Street #156 Salem, Oregon, 503 378 8750, Jerold.martin@state.or.us or assigned designee upon individual's absence. OSP shall notify the other Party in writing of any contact information changes during the term of this Agreement.
- j. ODOT's Project Manager for this Project is Kelle Forbes, ITS Operations Coordinator, ODOT – Statewide Maintenance Office, 800 Airport Road SE 81, Salem, OR 97301, 503-986-6568, Kelle.FORBES@odot.state.or.us, or assigned designee upon individual's absence. ODOT shall notify the other Party in writing of any contact information changes during the term of this Agreement.
- k. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
- l. 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. 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. Such 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 to enforce any provision of this Agreement shall not constitute a waiver by ODOT of that or any other provision.
- m. ODOT shall, upon execution of this Agreement, enter the required data into the Oregon Procurement Information Network (ORPIN) per ORS 190.115.

12. SIGNATURES:

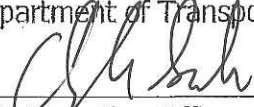
THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

STATE OF OREGON, by and through its
Department of State Police

By 
Chief Information Officer, Albert Gauthier

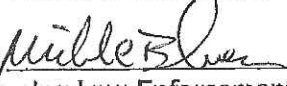
Date 11-26-2013

STATE OF OREGON, by and through
its Department of Transportation

By 
Chief Information Officer, Virginia
Ellwanger

Date 12/24/13

APPROVAL RECOMMENDED

By 
Director Law Enforcement Data System,
Major Mike Bloom

Date 11-14-2013

APPROVAL RECOMMENDED

By 
ITS Manager, Galen McGill

Date 11/26/13

OSP Contact:

Jerold K Martin
3225 State St #156 Salem, OR 97301
503 378 8750
jerold.martin@state.or.us

ODOT Contact:

Kelle Forbes, ITS Operations Coordinator
ODOT – Statewide Maintenance Office
800 Airport Rd. SE 81
Salem, OR 97301
503-986-6568
Kelle.FORBES@odot.state.or.us

EXHIBIT "A"
Enterprise Sonic Bus Infrastructure
Transfer of Ownership Expectations

1. **Communications:** OSP and ODOT are committed to providing communication at all levels. Both Parties agree to notify each other anytime there is an activity performed that may affect the OIS ESB instance and the OIS ESB Member Agencies. Examples where communication shall occur include but are not limited to:
 - a. When maintenance activities will be performed
 - b. Troubleshooting issues with the hardware, OIS ESB instance or member agency connection issues to the OIS ESB
 - c. Proposed changes to hardware and software which includes changes required to resolve an issue or changes resulting from a proposed enhancement. Examples include changes to OIS ESB software and supporting components, server patches or firewall settings. To facilitate the communication, OSP and ODOT shall follow the each agencies change management process.
2. **Negotiated Planned Maintenance:** OSP shall work with ODOT to set a regular scheduled interval in which planned maintenance is to occur. Planned outages and maintenance on production systems must coincide with low activity periods for the operations centers, and be flexible enough to adjust if incidents or inclement weather unexpectedly creates an emergency situation.
 - a. **Monitoring:** ODOT shall monitor ODOT's connection to the Production OIS ESB Instance and shall alert OSP any problems identified with the connection. OSP shall monitor the servers and notify ODOT if performance issues are encountered.
 - b. **Patching:** OSP agrees the Sonic Bus must be closely coordinated to reduce operational impacts and will be responsible for said coordination efforts to reduce operation impacts. OSP and ODOT agree that all patching will be performed first on the Standby Server and then on the Production Server after a reasonable period of observation and OSP will be responsible for said patching. OSP will coordinate with all parties who have instances on the Sonic Bus to ensure the timeframe for patching, and potential failovers is acceptable.
3. **Troubleshooting:** ODOT shall take the lead on troubleshooting ODOT reported issues related to the ODOT connection to the OIS ESB and will work collaboratively with OSP. **OSP shall be the primary contact for issues related to the OIS ESB infrastructure.**
 - a. ODOT and OSP shall develop a work flow and matrix to clearly identify the following:
 - i. Troubleshooting guide for client agencies
 - ii. Acceptable Response Times based on criticality of the problem.
 - iii. Prioritization of repairs
 - iv. Maintenance and Troubleshooting Process
 - v. Contacts and issue escalation plan
 - vi. Special Considerations (clustering)
 - vii. Criticality of specific functionality

- viii. Hot Swap or failover capability
- ix. Uptime expectations.

4. **Server Management:** is the responsibility of OSP; including any costs associated with the management of the servers.

Server management is defined as:

- a. Twenty-four (24) hours, seven (7) days a week Server Health Monitoring:
 - i. Monitor disk space and disk health (defrag or check disk as needed)
 - ii. Monitor Central Processing Unit (CPU) and Memory usage- notify stakeholders when CPU or Random Access Memory (RAM) usage regularly* exceeds ninety (90) percent for more than two (2) minutes. (*regularly would be more than once a week on an ongoing basis)
- b. Perform Operating System and ESB Software Security and Stability Patches on regular schedule- monthly is the norm.
- c. Install and maintain Virus Protection software with regular updates and scans
- d. Provide server image and restore services.
- e. Manage changes to server software which will impact business users and notify users when impact changes are expected. Coordinate changes with user to reduce outage times.
- f. Replace failed parts or work with vendor to do so

ODOT has specific needs for the OIS ESB. The following are specific areas of interest:

- a. Server Replacement cycle for the BUS must be no longer than the maintenance support for the hardware. The maximum lifecycle for the BUS servers is six (6) years. OSP shall be responsible for said Server Replacement cycle.
- b. OSP shall provide ODOT staff and Contractors representing ODOT, access to the OIS ESB components and infrastructure for testing the new OIS ESB and troubleshooting issues. People who have requested access shall be required to pass a LEADS criminal background check prior to access being granted. Access would include the following:
 - i. Remote client access to test server and services with local admin permissions on test server. Secure Sockets Layer virtual private network (SSL VPN) or other remote utility as required.
 - ii. Read access to the production audit and heartbeat records
 - iii. Read access to the production OIS ESB log files
- c. Imaging. OSP shall perform:
 - i. Imaging on demand

- ii. Image at time of Build-When major changes are to be made to the Operating System, take an image prior to change for roll back purposes. When new changes are stable, a new image baseline image shall be taken.
 - iii. During build time: after Operating System configuration prior to app installs, and just prior to deployment after app installs, shall be the standard practice.
 - iv. Imaging after new Application has been install
 - v. Scheduled monthly image of both Operating System and application drives
- d. The architect of the infrastructure, specifically for failover, shall not be changed unless approved by ODOT via the change management process. OSP will be responsible for manually activating the failover from one production server to another when required.
- e. OSP/ODOT support needs comprehensive system and network architecture documentation:
- i. ODOT/ITS shall provide access to OSP system maintenance and network architecture documentation for ODOT's Instance.
 - ii. OSP shall provide all Sonic Bus server configurations and network architecture documentation
5. **Change Management:** OSP and ODOT have agreed to follow each agency's change management process. OSP and ODOT will provide each other the supporting change management policy, procedure and forms. The change management process shall be followed any time a change to the hardware and software infrastructure may impact the OIS ESB instance and OIS member agencies. This includes but is not limited to:
- a. Changes to the OIS ESB; including supporting components like the Test Agency Application or OIS PostgreSQL database
 - b. Changes to server patches
 - c. Changes to firewall settings

Both parties agree to notify each other of planned changes in advance as much as possible. At a minimum, planned changes should be submitted no less than 48 hours prior to the change occurring. Unplanned changes, such as changes to address production issues that are preventing normal operations from occurring, may be submitted less than the 48 hour minimum deadline. OSP and ODOT agree to coordinate and conduct testing for changes that have a medium to high probability of impacting CAD to CAD operations.

ODOT Change Management Process:

- a. OSP fills out the ODOT change management form and sends it to ODOT
- b. ODOT assigns a Change Management number and notifies the change management submitter
- c. OSP submitter shall attend the change management meeting in which the submitted change will be on the agenda.

- d. ODOT Change Management Meetings are scheduled every Wednesday and Friday at 10:30 am.
Conference Call number 1-888-636-3807, participant code 277919

OSP Change Management process:

- a. ODOT fills out the OSP change management form and sends it to OSP Help Desk
 - b. OSP Help Desk assigns a ticket number, notifies the ODOT submitter of the number and forwards the change management request to the OSP IT Manager
 - c. OSP will advise the ODOT submitter of the date, time and method of review approval of the submitted request.
6. **Oregon 9-1-1 Interconnect Project:** OSP and ODOT will work together to define an Operational agreement that outlines roles, responsibilities and costs associated with a new Member Agency joining the program to connect to the OIS ESB.
7. **Transfer Activities:** OSP and ODOT shall provide resources who will work together to identify all of the transfer tasks that need to be executed. Tasks include but are not limited to:
- a. Transferring the servers and/or services from the ODOT to the OSP domain
 - b. Configuring the OSP firewall
 - c. Purchasing and installing SSL certificates
 - d. Determining and executing the asset transfer policy for both Agencies
 - e. Conducting knowledge transfer between ODOT and OSP
8. **Description of Infrastructure components:** OSP has invested in server infrastructure required to support instances of the ESB. At its discretion, OSP may decline to assume physical possession of the complement of ODOT servers, instead opting to facilitate delivery of ESB services from existing OSP infrastructure. In the event OSP assumes possession of the ODOT ESB server installation, the following is a list of the items that would be transferred from ODOT to OSP.
- a. Sonic Bus Services test server – named SW-SalemTOC-12 on ODOT Network
 - b. Primary Sonic Bus Services Production server – named SW-SalemTOC-10 on ODOT Network
 - c. Standby Sonic Bus Services Production server – named SW-SalemTOC-11 on ODOT Network
 - d. Software currently installed on these servers includes but not limited to: PDCC licensed versions of the Sonic Enterprise Services Bus and the Test Agency Application. SSL Security Certificates, Windows Server 2003 Operating System with Network Load Balancing (NLB) enabled.

- e. The current infrastructure is contained within a network "DMZ" which is a stand-alone local area network isolated from the ODOT Domain by a firewall and from the internet by another logical firewall.
- f. The current infrastructure is architected such that the two load balanced production servers, SW-SalemTOC-10 and SW-SalemTOC-11, have the same software packages and same software configuration so that either one or both can be run on the NLB. Any proposed changes to the failover architecture will need to be communicated to and approved by ODOT to enable adjustments to troubleshooting practices.