



STATE OF WEST VIRGINIA  
**DEPARTMENT OF ADMINISTRATION**  
OFFICE OF TECHNOLOGY

State Capitol  
Charleston, West Virginia 25305

Joe Manchin III  
Governor

Robert W. Ferguson, Jr.  
Cabinet Secretary

Kyle Schafer  
Chief Technology Officer

## **MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (hereinafter referred to as MOU) is by and between the West Virginia Office of Technology (hereinafter referred to as WVOT) and the West Virginia State Treasurer's Office (hereinafter referred to as WVSTO). This MOU is a good faith effort between WVOT and WVSTO to plan for the implementation and transition of the current WVOT Capitol Complex Campus Network, from its current location into facilities owned by WVSTO.

### **WVOT Responsibilities**

WVOT will perform the administrative functions associated with the Capitol Complex Campus Network and will be the contact of record if problems should arise.

WVOT will relocate its equipment to a location provided by the WVSTO.

WVOT and WVSTO will determine the best area for the WVOT equipment, with changes to the area, if applicable, the sole responsibility of WVOT.

WVOT will provide a secure location, providing a separate lockable entrance to the area in question from the hallway.

WVOT will work with General Services to build a room within the room to segregate WVOT and WVSTO equipment. The walls will either be 6 feet tall or floor to ceiling, depending upon the determination of the WVSTO and WVOT personnel.

WVOT will work with General Services to have two isolated circuit breakers installed for the WVOT equipment.

WVOT and WVSTO equipment will be cooled by WVSTO equipment on-site, until or unless more cooling is required. If more cooling is required, this will be the responsibility of WVOT.

One Davis Square  
321 Capitol Street - P. O. Box 50608  
Charleston, West Virginia 25301  
Phone 304/558-3784  
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WVOT will reimburse the WVSTO for the floor space used using the general rate per square foot charged by the State Building Commission. The amount to be reimbursed each month shall be used to reduce the amounts the Division of Information Services charges the WVSTO.

WVOT will be responsible for any facilities build out and will be responsible for paying for all improvements needed.

**WVSTO Responsibilities**

WVSTO will review the WVOT plan for the locale for the move of the equipment and will determine which facilities can be used and which utilities will have to be installed.

WVSTO will provide the space to relocate the equipment from the East Wing Wiring Closet, which will include space to accommodate up to four (4) network racks.

WSTO will be responsible for dictating the overall security of the WVSTO facility.

**JOINT WVOT and WVSTO Responsibilities**

WVOT and WVSTO will work together for the sharing of the facilities, where applicable, and any additional facilities and/or upgrades are the responsibility of both parties.

WVOT and WVSTO will work together to ensure that both locations are separated and are secure from one another. Access to new facilities must be available 24 hours per day, 7 days per week, and 365 days per year.

It is understood that this is an emergency situation and neither WVOT nor WVSTO knows all of the potential implications; therefore, it is understood that this agreement does not set precedent for any future agreements regarding the WVOT Capitol Complex Campus Network.

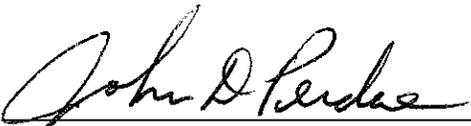
Either party may terminate this MOU by providing the other party ninety (90) days written notice of termination of this MOU.

AGREED:

AGREED:

Office of Technology

Office of the State Treasurer



Kyle Schafer  
Chief Technology Officer

1/31/07  
Date

John D. Perdue  
State Treasurer