

INTERAGENCY AGREEMENT  
Between  
Oregon Department of Transportation  
and  
Department of Administrative Services, State Data Center

I. Background and Purpose

The State of Oregon is consolidating twelve state agency data centers into one consolidated data center. To assist in achieving the goal of providing the same level of service or better while saving money, assets that the Oregon Department of Transportation (ODOT) purchased using constitutionally dedicated highway funds must be relocated to the data center. This agreement covers the sale and use of assets while under the care of the Oregon Department of Administrative Services (DAS) State Data Center (SDC).

II. Agreement for ownership and operation of the assets

The assets that ODOT currently owns which are being moved to the SDC shall continue to be owned by ODOT until they are purchased or returned to ODOT or disposed of in accordance with Section III of this Agreement. These assets may be purchased at an agreed upon fair market value at any time but no later than July 1, 2013, or returned to ODOT.

ODOT assets, while at the data center, shall be used according to the Oregon Constitution Article IX, Section 3a for the exclusive benefit of ODOT. The SDC may utilize ODOT assets for a reasonable time period at no cost, when similar assets that are owned by the SDC are undergoing maintenance. ODOT may also use other data center assets at no cost while ODOT owned assets are being maintained. By means of an example, if the SDC mainframe is down, then the ODOT mainframe may be utilized for a reasonable period of time. ODOT shall have the right to audit and inventory the assets.

ODOT assets, while located at the SDC, shall retain the proper ODOT property tag until such time as the ownership changes hands. Both parties agree to work together for the purpose of following all legal, administrative, and agency specific rules as they apply to the maintenance and placement of these assets. ODOT further agrees to work with the SDC for the purpose of insuring cost effective and legally permissible management of the assets while in the SDC.

III. Maintenance of the Assets


ODOT assets in the SDC shall be maintained at the same or better standard as other assets owned and operated by the SDC.

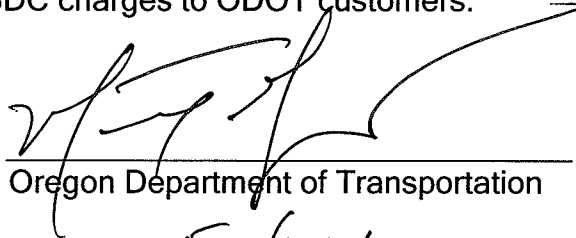
In the event an ODOT asset is salvaged or traded-in, the SDC shall credit ODOT the salvage or trade-in value.

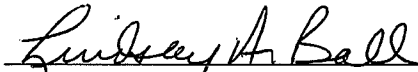
IV. Billing for SDC services

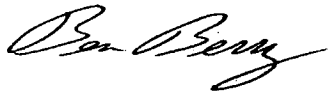
The SDC shall be responsible for the operation of assets that ODOT places in the State Data Center. The charges that ODOT pays for the operation of the SDC include the operation of ODOT equipment.

At its sole discretion, ODOT may allocate SDC charges to ODOT customers.

  
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Department of Administrative Services  
State Data Center  
5/8/06  
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Oregon Department of Transportation  
5-4-06  
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Department of Administrative Services  
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Oregon Department of Transportation  
May 2, 2006  
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cc: DAS Contract Services