

## **MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding ("MOU") is entered into by and between the Florida Department of State, Division of Library and Information Services (the "Division"), and Florida Housing Finance Corporation, Acct. #1073 (the "Agency").

WHEREAS, the Department of Management Services (DMS) and the Division have entered into a month-to-month lease agreement whereby the Division leases conditioned storage rooms from DMS at 4319 Shelfer Road, Tallahassee; and

WHEREAS, the Division subleases those rooms as secure off-site storage for electronic media such as tapes, disks, and cartridges, with the electronic-media storage facility referenced as the "Electronic Media Vault;" and

WHEREAS, electronic media maintained and stored in the Electronic Media Vault are not transferred to or held by the Division in accordance with section 257.36, Florida Statutes; and

WHEREAS, the Agency desires to lease certain space in the Electronic Media Vault;

NOW THEREFORE, the parties agree as follows:


1. The Agency will utilize and pay compensation for any services rendered in leasing space in the Electronic Media Vault.
2. Each fiscal year, the Agency will execute the appropriate documents, provided by the Division that will serve as the Division's billing authorization and satisfy any necessary audit requirements. Failure to execute such documents in a timely manner shall constitute a material breach, and the Division at its option shall be authorized to return all stored electronic media to the Agency at the Agency's expense.
3. The Agency will provide the Division with the names of individuals authorized to enter the vault on the behalf of the Agency. Authorized individuals will be responsible for providing photo identification before being granted access to the Electronic Media Vault. The Division will grant access to the Electronic Media Vault only to those designated by the Agency. It is the responsibility of the Agency to update any changes to the list of designated individuals.
4. The Division will not inspect, register, or maintain a log of any material the Agency stores in the Electronic Media Vault.
5. The Division is only responsible for securing and controlling access to the Electronic Media Vault. The Agency is solely responsible for the security of the


records within the Electronic Media Vault. The Agency will be granted reasonable accommodations to allow it the opportunity to take all necessary and appropriate measures to secure its electronic media stored in the Electronic Media Vault. The Division will not provide storage containers.

6. The Division will not retrieve any material from the Electronic Media Vault for the Agency, even at the direction of the Agency.
7. The Agency is solely responsible for disposing of its own electronic media and any other material in the Electronic Media Vault.

This MOU represents the entire agreement between the parties. Any alteration or amendment of the provisions of this agreement shall only be in writing, duly signed by authorized personnel of each of the parties and attached to the original of this agreement.

This agreement shall become effective when signed by both parties and applies to the period of September 1, 2019, through August 31, 2022. It may be terminated upon thirty (30) days notice by mutual agreement of the parties.

  
\_\_\_\_\_  
Florida Housing Finance Corporation

  
\_\_\_\_\_  
Florida Department of State  
Division of Library and Information  
Services

Account # 1073

Hugh R. Brown  
\_\_\_\_\_  
Print Name

Amy L Johnson  
\_\_\_\_\_  
Print Name

8-5-19  
\_\_\_\_\_  
Date

August 14, 2019  
\_\_\_\_\_  
Date