

MEMORANDUM OF UNDERSTANDING

between

State Attorney's Office, 9th Judicial Circuit

and

ORANGE COUNTY, FLORIDA

for

THE ESTABLISHMENT AND ACCOMMODATION
OF ACCESS TO THE SAO9 CASE MANAGEMENT
SYSTEM

1. PURPOSE: This Memorandum of Understanding (MOU) between the State Attorney's Office (SAO), 9th Circuit and Orange County, on behalf of Orange County Corrections Department ("OCCD"), hereinafter referred to as the "parties," memorializes each party's responsibilities regarding establishing access to the SAO's Case Management system.
2. BACKGROUND: The requesting organization, OCCD, desires access to the SAO Case Management system via a secure connection.

The parties agree that access provided to the SAO Case Management is read-only based. The SAO reserves the right to make changes/updates to the system as needed. It is understood by the undersigned that access to the Case Management system of the State Attorney, 9th Circuit, is provided to the agency designated in this MOU under the following guidelines:

To ensure that there is a clear understanding between the parties regarding their respective roles in this process, this MOU memorializes each party's responsibilities regarding the SAO Case Management system. Unless otherwise contained in the associated Interagency Agreement for Criminal Justice Information Exchange and Computer Usage ("Interagency Agreement") attached hereto as Attachment "A", the enclosed terms apply. If there is a conflict between terms and provisions contained in both the Interagency Agreement and this MOU, the Interagency Agreement will prevail.

3. SCOPE:

a. The SAO agrees to:

- i. Provide the requesting organization with read-only access for agency authorized personnel to the SAO, 9th Circuit Case Management system.
- ii. Maintain a database of personnel needing access.
- iii. Ensure the availability of the SAO Case Management system.
- iv. Perform software patches to ensure the prevention of viruses or malicious code being transferred during connectivity.
- v. Perform periodic monitoring and troubleshooting of the requesting organization's user account access.
- vi. Terminate user accounts who are no longer employed by the requesting agency.

b. Orange County agrees to:

- i. Make no attempts to change data within the SAO Case Management system.
- ii. Ensure that systems connecting to the SAO Case Management system are free of malware, viruses, malicious code prior to establishing a connection.
- iii. Use of ONLY Orange County owned computer equipment, maintained by OCCD, to access the SAO Case Management system. Failure to adhere will result in termination of access.
- iv. Supply the SAO with employee name, department, and email address of each individual needing access.
- v. Inform the SAO of employees that have or are departing the agency.
- vi. Assume the responsibility of ensuring agency members are obtaining information for law enforcement purposes, only.
- vii. Users are responsible for safeguarding their individually assigned log on credentials to the SAO Case Management system; and they will not provide their access capabilities to anyone for any reason.

- viii. User understands that SAO Case Management is a live system and may not contain up-to-date information. SAO is not responsible or liable for any use of information derived from SAO Case Management.
4. FUNDING: No funding is required
 5. SETTLEMENT OF DISPUTES: Disagreements between the parties arising under or relating to this MOU will be resolved only by consultation between the parties and will not be referred to any other person or entity for settlement.
 6. SECURITY: It is the intent of the parties that the actions carried out under this MOU will be conducted in a manner to safeguard CJIS information. Both parties will ensure that each respective party's agency owned system(s) are free of malware/malicious code/viruses before establishing connectivity to one another.
 7. AMENDMENT, TERMINATION, ENTRY INTO FORCE, AND DURATION:
 - a. All activities of the parties under this MOU will be carried out in accordance with the above - described provisions.
 - b. This MOU may be amended or terminated by the mutual written consent of the parties' authorized representatives.
 - c. Either party may terminate this MOU upon 30 days written notification to the other party. Such notice will be the subject of immediate consultation by the parties to decide upon the appropriate course of action. In the event of such termination, the following rules apply:
 - i. The parties will continue participation up to the effective date of the termination.
 - ii. All information and rights therein received under the provisions of this MOU prior to the termination will be retained by the parties, subject to the provisions of this MOU.
 8. FORCE AND EFFECT: This MOU, which consists of eight numbered sections, will become effective upon signature of the parties, and will remain in effect until terminated. The parties should review the contents of this MOU annually to determine whether there is a need for the deletion, addition, or amendment of any provision. This MOU is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third party against the parties.

The foregoing represents the understandings reached between the parties regarding the establishment and accommodation of access to the SAO9 case Management System.



Andrew A. Bain
State Attorney
State Attorney's Office, 9th Circuit

Date: 7/29/2024

Louis A. Quiñones, Jr.,
Chief
Orange County Corrections Department

Date: _____

ORANGE COUNTY, FLORIDA

By: Orange County Board of County Commissioners

By: _____
Jerry L. Demings, Orange County Mayor

Date: _____

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

By: _____
Deputy Clerk