State of Washington
Administrative Office of the Courts
1206 Quince Street SE
PO Box 41170
Olympia, Washington 98504-1170

SERVICE AGREEMENT

For

COUNTY and CITY PROSECUTING ATTORNEYS

Use of

THE JUDICIAL INFORMATION SYSTEM'S

JIS-LINK

State of Washington
Administrative Office of the
Courts 1206 Quince St SE
PO Box 41170
Olympia WA 98504-1170

JIS-LINK

SERVICE AGREEMENT

This Agreement is entered into by and between the Administrative Offices of the Courts, an office of the Judicial Branch of the Washington State government, hereinafter referred to as the "AOC" and _____
hereinafter referred to as the "Subscriber." The Subscriber's address is

_____.

The purpose of this Agreement is to establish the terms and conditions under which the AOC agrees to grant to the Subscriber access to the JIS-Link service.

IN CONSIDERATION of the mutual promises made to each other, as hereinafter set forth, the AOC and the Subscriber agree as follows:

1. **TERM OF AGREEMENT**
   The term of this Agreement is from the date of its execution by the AOC and it will remain in force until terminated pursuant to Paragraph 10 of this Agreement.

2. **WARRANTIES TO AOC**
   The Subscriber warrants that it is a prosecuting attorney's office, a city attorney's office, or contracted to provide prosecutorial services in Washington State.

3. **JIS-LINK SERVICE**
   - **a.** The AOC provides a facility that allows access to court information contained in the Judicial Information System (JIS). This facility is called JIS-Link.
   - **b.** The court information that the Subscriber is granted access to is set forth in the attached Appendix A, which by this reference is hereby incorporated.
   - **c.** The AOC, in its sole discretion, may discontinue or change the JIS-Link service.
   - **d.** The AOC is under no obligation to maintain or upgrade any such computer programs provided under this Agreement, except as it deems appropriate.

4. **GRANT OF LICENSE**
   - **a.** Subject to the performance of the obligations under this Agreement, AOC hereby grants a limited, revocable, non-exclusive, non-transferable license (without the right to grant sublicenses) to use the JIS-Link service to access court information from the JIS-Link service.
   - **b.** The Subscriber shall not gain any proprietary right to, nor interest in, any information and data provided by the JIS-Link service. Any rights or interest, or any portion thereof, derived by Subscriber under this Agreement are exclusive to Subscriber and may not be

transferred, assigned, or sold for any purpose whatsoever to any person, corporation, partnership, association, or organization of any kind.

5. OBLIGATIONS OF SUBSCRIBER

a. The Subscriber agrees that the user identifiers, passwords, and computer programs, if any, supplied by the AOC are for the sole internal use of the Subscriber and will not be provided to other parties without the written consent of the AOC.

b. The Subscriber agrees to ensure that:

i. Access and use of the JIS-Link service by its employees is only for the purpose of conducting official ~~prosecuting attorney~~prosecutorial business;

ii. Access and use of the JIS-Link service by its employees complies with all current, or as subsequently amended federal and state law, court rules, and administrative rules and policy governing, regulating and/or relating to the dissemination of the information;

iii. Access is available only to authorized employees having a cogent need for such information; and

iv. Use by its employees of the JIS information complies with any applicable laws, court rules, and/or court order; and

v. By January 31, each employee with access to JIS-Link will sign a confidentiality agreement that is attached as Appendix B. By March 31, Subscriber will submit to AOC a statement of compliance that is attached as Appendix C.

c. The Subscriber acknowledges that the Subscriber has greater access to court information than the public and agrees to protect the confidential JIS information from unauthorized disclosure. The Subscriber further acknowledges that records contained in the Juvenile ~~Court Information~~and Corrections System (~~JUVIS~~JCS) or any replacement application for ~~JUVIS~~ JCS are subject to the provisions of ~~Chapter~~ chapter 13.50 RCW and agrees that the Subscriber will access such records only when the Subscriber is (1) pursuing an investigation or case involving the juvenile in question, or (2) assigned responsibility for supervising the juvenile.

~~**d.** Because of the high risk associated with the use of wireless LANS for JIS access, the Subscriber agrees to comply with the JIS General Policy requirements for wireless networks. A copy of the JIS General Policy Wireless Networks requirements are set forth in the attached Exhibit B and by this reference is hereby incorporated.~~

d. The Subscriber shall be responsible for monitoring its employees, who are subject to the terms and conditions of this Agreement, as well as the terms and conditions set forth in any confidentially agreement. To that end, the Subscriber shall adopt procedures for its employees to ensure compliance, and shall provide to AOC two months after the date of execution of this Agreement, an acceptable written policy for monitoring employee usage of the JIS-Link access and for reporting any breach. Failure to provide such a policy shall result in legal penalties including but not limited to, termination of this Agreement.

6. COSTS

a. Subscription fees are waived.

b. The Subscriber is responsible for the cost of the computer equipment and method of accessing the JIS-Link service.

7. DISCLAIMER OF WARRANTIES

a. The AOC provides no warranties, express or implied, including without limitation, the implied warranties of merchantability and fitness for a particular purpose, with respect to any computer programs or any information or data provided under this Agreement.

b. The AOC provides no warranties, express or implied, that the information or data provided is accurate, current, correct, or complete. It is expressly understood by the parties that it is the responsibility of the Subscriber to verify information or data obtained under this Agreement against official court information reposing at the court of record.

8. LIMITATION OF LIABILITY

The Subscriber acknowledges and accepts that all information and data provided under this Agreement is provided on an "As Is" basis and that the information and data may be subject to error or omission and correspondingly agrees that the AOC shall not be responsible nor liable in any way whatsoever for the validity of any data provided or for the use of the information and data provided. Specifically:

a. The AOC shall not be liable for any demand or claim, regardless of form of action or venue thereof, for any damages resulting from the use of any information, data, or other materials provided under this Agreement.

b. The AOC shall not be liable for any demand or claim, regardless of form of action or venue thereof, for any damages arising from incorrect or incomplete information or data provided under this Agreement.

c. The AOC shall not be liable to the Subscriber or any other party for any loss, including revenue, profits, time, goodwill, computer time, destruction, damage or loss of data, or any other indirect, special or consequential damage which may arise from the use, operation, or modification of data provided under this Agreement

9. INDEMNIFICATION

The Subscriber agrees to defend, indemnify, and hold harmless the AOC, its employees, and the State of Washington from all loss, risk of loss, and damages (Including expenses, costs, and attorney fees) sustained or incurred because of, or by reason of, any claims, demands, suits, actions, judgments, or executions for damages of any and every kind and by whomever and whenever made or obtained, allegedly caused by, arising out of, or relating in any manner to any use made of the information or data obtained under this Agreement.

10. TERMINATION

a. Termination Without Cause--Either the Subscriber or the AOC may terminate this Agreement by providing written notice of such termination to the other party. Said notice shall specify the effective date of termination which must be at least thirty (30) calendar days subsequent to the date such notice was provided.

b. Termination For Cause--The Subscriber accepts full responsibility and liability for any violations of this Agreement by the Subscriber's employees or agents of the Subscriber, and any such violation shall result in immediate termination of the Subscriber's access to the JIS-Link services by AOC without notice. In such event, the Subscriber shall be liable for damages as authorized by law.

Commented [HS1]: DDC member:
I appreciate the strong language here, but should this be "may" instead of "shall"? There may be reason to not terminate the access, after a violation is investigated.

11. ASSIGNMENT

The Subscriber may not assign this Agreement.

12. SURVIVAL

The provisions of Paragraphs 5.c, 7, 8, and 9 of this Agreement shall survive the termination of this Agreement.

13. SEVERABILITY

If any term, condition, or application of this Agreement is held invalid, such invalidity shall not affect any other terms, conditions, or applications of this Agreement which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Agreement are declared severable.

14. WAIVER/MODIFICATION

Any failure of the AOC to enforce any provision of this Agreement shall not constitute a waiver of any rights under such provisions or any other provisions under this Agreement.

15. GOVERNING LAW

This Agreement shall be governed in all respects by the laws and statutes of the State of Washington. The jurisdiction for any action hereunder shall be the Superior Court for the State of Washington. The venue of any action hereunder shall be in the Superior Court for Thurston County, Washington.

16. ENTIRE AGREEMENT

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be considered to exist or to bind any of the parties unless otherwise stated in this Agreement.

17. SIGNING AUTHORITY

The signatories represent that they have the authority to bind their respective organizations to this Agreement.

IN WITNESS WHEREOF, the AOC and the Subscriber have signed this Agreement.

STATE OF WASHINGTON ADMINISTRATIVE OFFICE OF THE COURTS	**SUBSCRIBER**
_____	_____
Stephanie Happold **Data Dissemination Administrator**	**Signature**
	_____
	Print Name
	_____
	Print Title
DATE: _____	**DATE:** _____

~~EXHIBIT~~ **APPENDIX A**

AUTHORIZED JUDICIAL INFORMATION SYSTEM ACCESS

1. Applications Access

Judicial Information System (JIS)
Superior Court System (SCOMIS)
Juvenile & Corrections System (JCS)
Appellate Court System (ACORDS)
Judicial Application Browser System (JABS)
Felony Offender Reporting (FORS)
Inside Washington Courts Web Site
Department of Licensing (DOL)-Abstract of Driving Record Only

2. Case Type Security

JIS Case types Available for Access	Case Type
Courts of Limited Jurisdiction Case Types	
Civil	CV
Criminal Felony	CF
Criminal Non-Traffic	CN
Criminal Traffic	CT
Infraction Non-Traffic	IN
Parking	PR
Probable Cause	PC
Small Claim	SC
Superior Court Case Types	
Criminal	S1
Civil	S2
Domestic	S3
Probate/Guardianship	S4
Juvenile Offense	S8
Judgment	S9
JCS Referral Types	
Administrative Procedures-Offender	AO
Juvenile Infraction	JI
Juvenile Offender	JO

3. Screen Access

JIS Screens Available for Access	Command
Address History	ADH
AKA/DBA Alias Information	AKA
Case Accounting Notes	CAN
Create AR Inquiry	CARI
Case Docket Inquiry/Update	CDK
Set Court Date	CDT
Case Financial History Accounts Receivable (ARs)	CFHA
Case Financial History Bond/Bail	CFHB
Case Financial History Disbursement	CFHD
Case Financial History Adjust	CFHJ
Case Financial History Receipt	CFHR
Case Financial History Summary	CFHS
Civil Case Filing Inquiry	CIVI
Court Name/Case Index	CNCI
Case Obligation Status	COS
Case Disposition Screen	CSD
Judgment/Disposition Inquiry	CVJI
Defendant Name Address Duplicate	DAD
Defendant Case History	DCH
Display Journal Vouchers	DJV
Defendant Name Duplicate	DND
Abstract Of Driving Record	DOL
Hearings Held	HRH
Individual Order History	IOH
Joint And Several Inquiry	JTSI
Main Menu (with confidentiality message.)	MAM
Name Address Duplicate	NAD
Case Filing Inquiry/Update	NCC
Name Duplicate	NMD
Order Update	ORD
Order - Inquiry	ORDI
Case Participants	PAR
Person Information	PER
Parking Vehicle Ticket Inquiry	PKV
Non-Civil Plea/Sentencing	PLS
State Name/Case Index	SNCI
Additional Violations	VIO

SCOMIS Screens Available for Access	
SCOMIS Command Screen	
Search Index Screen	
Search Attorney	
Accounting Screen	
Archive Screen	
Attorney Screen	
Basic Screen	
Calendar Screen	
Charge Screen	
Docket Screen	
Name Screen	
Schedule Screen	
Sentence Screen	
Status Screen	
Summary Screen	
JCS Screens Available for Access	**Menu Selection**
Addresses	Person>Display>Addresses
Conditions	Referral>Maintenance>Dispositions>Conditions
Criminal History	Referral>Criminal History
Dispositions	Referral>Maintenance>Dispositions
Individual Information	Person>Display>Individual Information
Name Search	Search>Name Search
Participants	Person>Maintenance> Participants
Phones	Person>Display>Phones
Pictures	Person>Maintenance>Pictures
Probation Official	Person>Maintenance>Probation Official
Social File	Person>Maintenance>Probation Official
Reasons	Referral>Maintenance>Reasons
Referral History	Referral>Referral History
Referral List	Referral>Referral List
Relationships	Person>Display>Relationships
Tracking	Tracking
ACORDS Screens Available for Access	
Search Screen	
Basic Case Screen	
Participants Screen	
Events Screen	