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

SERVICE AGREEMENT

For

CERTIFIED
LAW ENFORCEMENT AGENCIES

Use of

THE JUDICIAL
INFORMATION SYSTEM'S

JIS-LINK

State of Washington
Administrative Office of the Courts
1206 Quince Street SE
PO Box 41170
Olympia WA 98405-1170

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 Kittitas County Sheriff's Office hereinafter referred to as the "Subscriber." The Subscriber's address is 307 W. Umptanum Rd., Ellensburg, WA 98926.

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 will remain in force until terminated pursuant to Paragraph 10 of this Agreement.

2. **WARRANTIES TO THE AOC--**The Subscriber warrants that it is a Washington State certified law enforcement agency.

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 Exhibit 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, the 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 the 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 law enforcement business;
   ii. Access and use of the JIS-Link service by its employees is conducted in a proper and legal manner;
   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.

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.
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.

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 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 without notice. In such event, the Subscriber shall be liable for damages as authorized by law.

11. **ASSIGNMENT**--The Subscriber may not assign this Agreement.

12. **SURVIVAL**--The provisions of Paragraphs 5, 7 and 8 of this Agreement shall survive the termination of this Agreement.

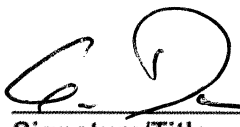
13. **SEVERABILITY**--If any term, condition, or application of this Agreement is held invalid, such invalidity shall not affect any other terms, conditions, or applications of this Agreement which can be given effect without the invalid term, condition, or application; to this end the terms and conditions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

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

ADMINISTRATIVE OFFICE OF THE COURTS	**SUBSCRIBER**
	 Sheriff
Jeff Hall, Administrator	**Signature/Title**
DATE: _____	**DATE:** 03/19/2013

12/2006

EXHIBIT A

AUTHORIZED JUDICIAL INFORMATION SYSTEM ACCESS

1. **Applications Access**
   - Judicial Information System (JIS)
   - Superior Court System (SCOMIS)
   - Appellate Court System (ACORDS)

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

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 Disposition Screen	CSD
Judgment/Disposition Inquiry	CVJI
Defendant Name Address Duplicate	DAD
Defendant Case History	DCH

EXHIBIT A

JIS Screens Available for Access	Command
Display Journal Vouchers	DJV
Defendant Name Duplicate	DND
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/Update	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	
ACORDS Screens Available for Access	
Search Screen	
Basic Case Screen	
Participants Screen	
Events Screen	
Event Detail Screen	

EXHIBIT B

JIS General Policy
Wireless Networks Requirements

2.2.9 Wireless Networks

Because of the high risk, this policy is designed to govern the use of wireless LANs for JIS access, except for public access subscribers. A wireless LAN could circumvent the network security architecture prescribed in this section. Unless there is stringent local network security that specifically addresses wireless LANs, it is easy to install an unauthorized wireless LAN and attach it to a local network without detection. Without proper security, it is also easy for unauthorized users to connect through a wireless LAN even if it is authorized.

2.2.9.1 The AOC, at its discretion, may approve connections from personal computers on wireless networks, or on networks that include wireless segments provided the agency responsible for the wireless network certifies in writing that it has done the following:

2.2.9.1.1 Complied with AOC standards for wireless networks.

2.2.9.1.2 Establish, document, and communicate wireless access security practices within the agency.

2.2.9.1.3 Implement a program to perform an audit on a regular basis in order to locate any rogue wireless devices.

2.2.9.2 Agencies approved access from wireless networks or networks including wireless segments shall certify at least once every two years to the AOC, in writing, that they are adhering to these wireless policies and applicable AOC technical standards.

2.2.9.3 If the AOC implements a wireless network, it must comply with the requirements of this section.

2.2.9.4 Public access subscribers are not subject to policies on wireless networks.

Public access subscribers do not have access to confidential data and use SSL for encryption. In addition, public access subscribers will have to pay for any unauthorized transactions. It is up to them to control and police their networks.

State of Washington
Administrative Office of the Courts

JIS-LINK
SUBSCRIBER INFORMATION FORM

ORGANIZATION INFORMATION

Kittitas County Sheriff's Office
Organization/Firm Name

307 W. Umptanum Rd.
Street Address

PO Box

Ellensburg, WA 98926
City/State/Zip Code

Steve Panattoni
Primary JIS-Link-Site Coordinator

Alternate JIS-Link-Site Coordinator

509-933-8218
Telephone Number

509-962-7599
FAX Number

steve.panattoni@co.kittitas.wa.us
Internet E-Mail Address

NATURE OF BUSINESS:

(i.e., Government, Law Firm, Investigative, Press, Law Enforcement, etc.)

Law Enforcement

BILLING INFORMATION:

If billings should be directed to someone other than your JIS-Link Site Coordinator, please specify:

TECHNICAL INFORMATION

CONNECTION TYPE (Check all that apply)

- ☒ Internet
- ☐ DIS (Access via DIS/OAC network connection)
- ☐ Other (Specify) _____

OPERATING SYSTEM

Please specify the operating system you use on your PC (i.e., Windows, Linux, Mac)

Windows

INTERNET BROWSER

Please specify the Internet browser and version you will be using with JIS-Link (i.e., Internet Explorer, version 6.0; Netscape, version 6.0)

Internet Explorer ver. 8

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Administrative Office of the Courts

JIS-LINK
USER ID INFORMATION FORM

PLEASE NOTE THAT A MIDDLE INITIAL IS REQUIRED FOR A USER ID
DO NOT WRITE IN SHADED AREA - USER IDS WILL BE ASSIGNED BY THE OAC

LAST NAME	FIRST NAME	MIDDLE INITIAL	- OAC USE ONLY - ASSIGNED ID	DATE
Peebles	Jackie	M		
Beedle	Jill	M		
Hayes	Carolyn	L		
Williams	MacKenzie	LL		

State of Washington
Administrative Office of the Courts

JIS-Link
Judicial Information System (JIS) Security Level 22
Case Types/Screens Available

In addition to the screens available to the public (noted in bold/italic), Security Level 22 also has access to the following **confidential** JIS screens.

CASE TYPE	DESCRIPTION	CASE TYPE	DESCRIPTION
COURTS OF LIMITED JURISDICTION CASE TYPES		SUPERIOR COURT CASE TYPES	
CV	Civil	S1	Criminal
CF	Criminal Felony	S2	Civil
CN	Criminal Non-Traffic	S3	Domestic
CT	Criminal Traffic	S4	Probate/Guardianship
IN	Infraction Non-Traffic	S8	Juvenile Offense
IT	Infraction Traffic	S9	Judgment
PR	Parking		
PC	Probable Cause		
SC	Small Claim		

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