

State of Washington

Office of the Administrator for the Courts

SERVICE AGREEMENT

for

**WASHINGTON STATE
LAW ENFORCEMENT AGENCIES**

Use of

**THE JUDICIAL
INFORMATION SYSTEM'S**

JIS-LINK

**State of Washington
Office of the Administrator for the Courts
1206 Quince Street SE
P. O. Box 41170
Olympia, Washington 98504-1170**

JIS-LINK

SERVICE AGREEMENT

This Agreement is entered into this 6 day of December, 2002 between the State of Washington, Office of the Administrator for the Courts, hereafter referred to as the "OAC" and Newport Police Department, hereafter referred to as the "Subscriber." The purpose of this Agreement is to establish the terms and conditions under which the OAC agrees to grant to the Subscriber access to portions of the OAC's computer data.

TERMS AND CONDITIONS OF AGREEMENT

1. **TERM OF AGREEMENT**—It is the intent of both parties that this Agreement will become effective on the date of execution and remain in force until terminated pursuant to Paragraph 7 of this Agreement.
2. **SERVICES**—The OAC will provide the Subscriber with a service called JIS-Link in order that the Subscriber may access the case and docket files from the Superior Court Management Information System (SCOMIS), the District/Municipal Information System (DISCIS), and such other OAC data services as may become available from time to time using the JIS-Link facility.
3. **OBLIGATIONS OF SUBSCRIBER**--
 - 3.1 **JIS-LINK**--
 - 3.1.1 The Subscriber hereby agrees that the user identifiers, passwords, and computer programs, if any, supplied by the OAC hereunder are for the sole internal use of the Subscriber and will not be provided to other parties without the written consent of the OAC.
 - 3.1.2 The Subscriber recognizes and hereby acknowledges that the user identifiers, passwords, and computer programs, if any, supplied by the OAC to the Subscriber are the confidential property of the OAC, subject to the proprietary rights of the OAC, and agrees to hold such user identifiers, passwords, and computer programs, if any, in the strictest confidence. The Subscriber further agrees to exercise at all times the same care with respect to the user identifiers, passwords, and computer programs, if any, or any other materials or information provided hereunder by the OAC as the Subscriber would exercise in the protection of the Subscriber's own confidential information or property and to not release or disclose it to any other party except with the written consent of the OAC.
 - 3.1.3 The Subscriber hereby agrees it will comply with the license terms of any computer programs supplied under this Agreement and that it will not alter or modify any computer programs without the express written permission of the OAC.

3.1.4 The Subscriber recognizes and hereby acknowledges that the OAC has no obligation to maintain or upgrade any such computer programs provided under this Agreement, except as it deems appropriate.

3.2 INFORMATION ACCESSED--

3.2.1 The Subscriber agrees to provide information on the frequency of use and knowledge gained and to cooperate with the OAC researchers exploring the impact of this service.

3.2.2 The Subscriber agrees that the information accessed is for the use of the Subscriber in the ordinary course of its business.

3.2.3 The Subscriber is responsible for ensuring that access and use of the data by its employees is conducted in a proper and legal manner, that access is available only to authorized employees having a cogent need for such information, and that use of the data will comply with any applicable laws, court rules, and/or court orders.

4. **COSTS--**Fees are waived by the OAC for use of JIS-Link by Washington State law enforcement agencies.

5. LIMITATION OF LIABILITY--

5.1 The OAC shall not be liable for any demand or claim, regardless of form of action, for any damages arising from causes beyond the control and without the fault or negligence of the OAC.

5.2 The OAC shall not be liable for any demand or claim, regardless of form of action, for any damages resulting from the use by the Subscriber of any computer programs or other materials provided under this Agreement.

5.3 The OAC shall not be liable for any demand or claim, regardless of form of action, for any damages arising from incorrect or incomplete information or data accessed from this service. It is expressly understood by the parties that it is the Subscriber's responsibility to verify information or data obtained through JIS-Link with official court information reposing at the court of record.

5.4 The OAC shall not be liable for any demand or claim, regardless of form of action, for any damages based upon alteration or modification made by the Subscriber of any computer programs or other materials supplied hereunder unless the OAC made, directed, or required such modification or alteration.

6. WARRANTIES--

6.1 The OAC provides no warranties, express or implied, for any computer programs and associated materials provided hereunder.

6.2 The OAC provides no warranties, express or implied, that the information or data accessed is accurate, correct, or complete.

6.3 The OAC provides no other warranties of any kind or nature, express or implied, in connection with this service.

7. TERMINATION--

7.1 Termination Without Cause--This Agreement may be terminated without cause by either party upon fourteen (14) days written notice to the other.

7.2 Termination For Cause--This Agreement may be terminated for cause by the OAC upon written notice to the Subscriber in the event the Subscriber violates the restrictions contained in Paragraph 3 of this Agreement.

7.3 Termination Procedures--In the event of termination pursuant to subparagraphs 7.1 or 7.2 above, the Subscriber shall, within three (3) work days after termination, return to the OAC all copies of JIS-Link user identifiers, passwords, and other materials, if any, provided under this Agreement by the OAC to the Subscriber, and shall destroy any and all backup copies and materials made by the Subscriber.

8. ASSIGNMENT--The Subscriber may not assign this Agreement.

9. SURVIVAL--The provisions of Paragraphs 3, 5, and 6 of this Agreement shall survive the termination of this Agreement.

10. SEVERABILITY--If any term or condition of this Agreement is held invalid, such invalidity shall not affect other terms, conditions, or applications 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. If any provision of this Agreement shall be deemed in conflict with any statute or rule of law, such provision shall be deemed modified to conform to said statute or rule of law.


11. WAIVER/MODIFICATION--Waiver of any breach of any term or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach. The terms or conditions of this Agreement may be waived, modified, or deleted only by thirty (30) calendar days written notification to the Subscriber.

12. 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 OAC and the Subscriber have signed this Agreement.

**OFFICE OF THE ADMINISTRATOR
FOR THE COURTS**

SUBSCRIBER



Mary C. McQueen, Administrator



Signature/Title

DATE: 12/6/02

DATE: 12-02-2002