

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 10/16/2013

Contract/Lease Control #: C14-2100-COR

Bid #: N/A

Contract/Lease Type: AGREEMENT

Award To/Lessee: OFFICE OF STATE COURTS ADMINISTRATION

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 10/16/2013

Term: INDEFINITE

Description of Contract/Lease: JIS INTER-AGENCY AGREEMENT

Department: COR

Department Monitor: LAWSON

Monitor's Telephone #: 850-689-5690

Monitor's FAX # or E-mail: PLAWSON@CO.OKALOOSA.FL.US

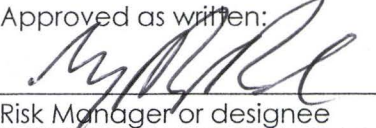
Date Closed: _____

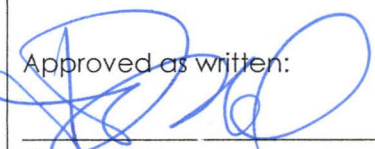
cc: Finance Department Contracts & Grants Office

CONTRACT & LEASE INTERNAL COORDINATION SHEET

Contract/Lease Number: <u>C14-2100-COR</u>	Tracking Number: <u>707-13</u>
Contractor/Lessee Name: <u>NWFL Domestic Sec Task Force</u>	Grant Funded: YES ___ NO <input checked="" type="checkbox"/>
Purpose: <u>Judicial Inquiry System (JIS) Inter-Agency User Agreement</u>	
Date/Term: <u>Indefinite</u>	1. <input type="checkbox"/> GREATER THAN \$50,000
Amount: <u>N/A</u>	2. <input type="checkbox"/> GREATER THAN \$25,000
Department: <u>Corrections</u>	3. <input type="checkbox"/> \$25,000 OR LESS
Dept. Monitor Name: <u>P. Lawson / M. Wirth</u>	
Document has been reviewed and includes any attachments or exhibits.	

Purchasing Review	
Procurement requirements are met: 	Date: <u>8/13/13</u>
Purchasing Director or designee	

Risk Management Review	
Approved as written: 	Date: <u>8/15/13</u>
Risk Manager or designee	

County Attorney Review	
Approved as written: 	Date: <u>8/22/13</u>
County Attorney	

Delete #2 (1)

Following Okaloosa County approval:

Contracts & Grants	
Document has been received: _____	Date: _____
Contracts & Grants Manager	

Paul Lawson

From: John Dowd
Sent: Friday, September 20, 2013 3:22 PM
To: John Dowd; Paul Lawson
Cc: Jack Allen; Richard Brannon
Subject: RE: Completed Coordination with comment

Gentlemen:

Please go forward with the Agreement. They've convinced me that any protection afforded by the statute is still available.

Thanks,

John

From: John Dowd
Sent: Tuesday, August 27, 2013 10:03 AM
To: Paul Lawson
Cc: Jack Allen; Richard Brannon
Subject: RE: Completed Coordination with comment

Paul:

I'm not trying to be a pain. I didn't understand whether or not the party we are contracting with is a state agency. If they are, Paragraph 19 (highlighted) of the attached statute prohibits them from requiring us to indemnify them for their own negligence.

Thanks,

John

From: Paul Lawson
Sent: Tuesday, August 27, 2013 7:36 AM
To: John Dowd
Cc: Jack Allen; Richard Brannon
Subject: FW: Completed Coordination with comment
Importance: High

John,

This agreement is with another governmental entity. They're not going to agree to remove the paragraph you highlighted. We need this agreement in place in order to continue access to Florida and National Crime Information Centers (FCIC/NCIC) like we've had since long before I started working here.

The only thing we're changing is the contact persons.

Paul Lawson



Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

From: Jack Allen
Sent: Friday, August 23, 2013 8:17 AM
To: Michael Wirth
Cc: Paul Lawson
Subject: Completed Coordination with comment
Importance: High

Hey Michael,

Please see Mr. Dowd's comment. You'll need to correspond with the other party to see if they will agree to do this. If so, please provide me with a corrected version for review.

Thanks,

Jack

Paul Lawson

From: John Dowd
Sent: Wednesday, October 16, 2013 3:35 PM
To: Paul Lawson
Subject: RE: JIS user agreement

Paul:

That is what I wanted.

Thanks,

John

From: Paul Lawson
Sent: Wednesday, October 16, 2013 3:02 PM
To: John Dowd
Cc: Jack Allen; Joanne Kublik
Subject: FW: JIS user agreement

John,

You just reviewed this agreement, but the Office of State Courts changed paragraph 2 (l) to read as follows:

l. The Agency agrees to save and hold harmless, and indemnify OSCA, in accordance with the requirements of section 768.28(19), Florida Statutes.

Paul A. Lawson, CJM, Chief Correctional Officer
Okaloosa County Department of Corrections
1200 East James Lee Boulevard
Crestview, Florida 32539
Ph: 850-689-5690
Fx: 850-689-5092



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From: Christina Rogers
Sent: Wednesday, October 16, 2013 2:58 PM
To: Paul Lawson
Subject: JIS user agreement

Christina Rogers
Office Supervisor

Okaloosa County
Department of Corrections
(850) 689-5515

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JUDICIAL INQUIRY SYSTEM (JIS) INTER-AGENCY USER AGREEMENT

This Agreement between the Office of the State Courts Administrator (hereinafter referred to as "OSCA") and

Okaloosa County Department of Corrections

(agency name)

(hereinafter referred to as the "Agency") is for access to criminal history and other criminal justice-related information through the Judicial Inquiry System (JIS). The parties agree as follows:

I. Access to the Judicial Inquiry System

- A. OSCA, as administrator of the Judicial Inquiry System (JIS), will provide the Agency with access to Florida Crime Information Center (FCIC) data, National Criminal Information Center (NCIC) and other criminal justice-related data sources for criminal justice purposes.
- B. OSCA will provide access to the JIS at no cost to the Agency.
- C. OSCA reserves the right to approve or deny all requests for access to information contained on the JIS.

II. Agency Obligations

- A. The Agency must access JIS for legitimate purposes such as the administration of the courts and criminal justice.
- B. The Agency will abide by all local, state and federal laws, policies, procedures and regulations relating to access to and use of criminal justice information, including all rules and regulations applicable to FCIC and NCIC data.
- C. The Agency will restrict use of information obtained from JIS to performance of its statutory duties.
- D. The Agency will abide by all terms and conditions stated in the User Agreement between the Florida Department of Law Enforcement and the Office of the State Courts Administrator, attached as Attachment A.
- E. The Agency will disseminate criminal justice-related information obtained from JIS only for criminal justice purposes.
- F. The Agency will maintain any information obtained from JIS in a secure place, and will destroy records containing such information in compliance with all applicable federal and state laws and court rules.
- G. The Agency will allow only authorized and approved personnel to request access to JIS, and will designate an agency central Point of Contact. The Point of Contact's responsibilities include but are not limited to:

**CONTRACT #C14-2100-COR
OFFICE OF STATE COURTS ADMIN
JIS INTER-AGENCY AGREEMENT
EXPIRES: INDEFINITE**

JIS Inter-Agency Agreement – Revised 09/20/13

- Approving all requests for JIS access
- Notifying JIS staff of employee terminations/retirements or requests to revoke JIS access for agency users
- Assigning user access to the JIS data sources
- Approving user access to DHSMV photos

H. The Agency agrees that each individual user is responsible for all activity performed on the site under his or her user ID, and that each individual user is responsible for protecting and securing his or her user ID and password from unauthorized use. If the Agency believes that there has been a breach of security, such as theft or unauthorized use of the user ID or password, the Point of Contact shall immediately notify OSCA JIS administrators via e-mail at JIS_Support@flcourts.org.

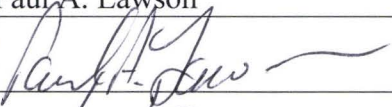
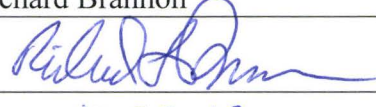
I. The Agency agrees to save and hold harmless, and indemnify OSCA, in accordance with the requirements of section 768.28(19), Florida Statutes.

III. Other Terms and Conditions

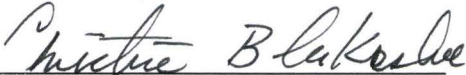
A. OSCA is not responsible for the content of any linked site or any updates to links provided on JIS. Links on JIS will enable the Agency to leave JIS, and are provided as a convenience for the individual user. The inclusion of links does not imply any endorsement by OSCA. The Agency is responsible for taking precautions against viruses, worms or any other items of destructive nature.

B. Either party may terminate this agreement upon thirty (30) days written notice. OSCA may terminate this agreement without notice if the Agency fails to comply with the terms of this agreement.

C. This agreement constitutes the entire agreement of the parties and may not be modified without written agreement executed by both parties.

Agency Name:	Okaloosa County Department of Corrections	Okaloosa County Purchasing Department
Agency Address:	1200 E James Lee Blvd. Crestview, FL 32539	302 N Wilson St. Suite 203 Crestview, FL 32536
Agency Head Name Printed:	Paul A. Layson	Richard Brannon
Agency Head Signature:		
Date signed:	10/22/13	10.22.13

Office of the State Courts Administrator (OSCA)
500 South Duval Street
Tallahassee, FL 32399-1900


OSCA Official Signature

Christina Blakeslee / JRRM
OSCA Official Printed Name / Title

11.6.13
Date signed



JUDICIAL INQUIRY SYSTEM (JIS) AGENCY APPOINTED CONTACTS

The following information should be submitted to JIS_SUPPORT@FLCOURTS.ORG

AGENCY NAME	Okaloosa County Department of Corrections
AGENCY ADDRESS	1200 East James Lee Blvd., Crestview, FL 32539

AGENCY APPOINTED JIS POINT OF CONTACT (POC) INFORMATION:

The JIS POC is responsible for the following:

- Approving all requests for JIS access
- Notifying JIS staff of employee terminations/retirements or requests to revoke JIS access for agency users
- Assigning user access to the JIS data sources
- Approving user access to DHSMV photos

Primary POC Information (required):

AGENCY NAME	Okaloosa County Department of Corrections	
POC Last Name, First Name	Wirth, Michael	POC Phone: (850)689-5690
POC E-mail Address	mwirth@co.okaloosa.fl.us	

Secondary POC Information (optional):

POC Last Name, First Name	Spence, Shannon	POC Phone: (850)689-5690
POC E-mail Address	sspence@co.okaloosa.fl.us	

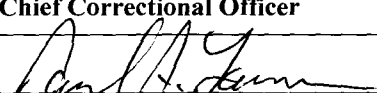
AGENCY APPOINTED FDLE TERMINAL AGENCY COORDINATOR (TAC) INFORMATION:

The TAC is responsible for ensuring JIS users comply with CJIS Policies and Procedures as well as any internal agency policies that may apply to JIS usage.

TAC Information (required):

TAC Last Name, First Name	Wirth, Michael	TAC Phone: (850)689-5690
TAC E-mail Address	mwirth@co.okaloosa.fl.us	

AGENCY HEAD APPROVAL (REQUIRED)

Agency Head Printed Name	Paul A. Lawson	
Agency Head Title	Chief Correctional Officer	
Agency Head Signature		Date: 10/22/13