



JUDICIAL INQUIRY SYSTEM (JIS) INTER-AGENCY AGREEMENT

This Agreement between the Office of the State Courts Administrator (OSCA) and

Alachua County Board of County Commissioners / Department of Court Services

Agency Name

35 North Main Street, Gainesville FL 32601

Agency Address

is for access to criminal history and other criminal justice-related information through the Judicial Inquiry System (JIS).

OSCA and the (Agency) agree as follows:

I. OSCA Obligations

- A. OSCA, as administrator of the Judicial Inquiry System (JIS), will provide the Agency with access to data sources for official business purposes.
- B. OSCA will provide access to the JIS at no cost to the Agency.

II. Agency Obligations

A. The Agency agrees to:

1. Abide by all applicable terms and conditions stated in the User Agreement between the following to the extent permitted by federal or state law:
 - Federal Bureau of Investigations (FBI) CJIS Security Policy
 - OSCA and Appriss Data User Agreement
 - OSCA and Department of Highway Safety and Motor Vehicle (DHSMV) Memorandum of Understanding
 - OSCA and Department of Juvenile Justice (DJJ) Memorandum of Understanding
 - OSCA and Florida Association of Court Clerks (FACC) Memorandum of Understanding
 - OSCA and Florida Department of Law Enforcement (FDLE) User Agreement
2. Access JIS for official business purposes only.
3. Abide by all applicable local, state, and federal laws, policies, procedures, and regulations relating to access to and use of criminal justice information to the extent permitted by federal or state law.
4. Establish internal policies and procedures to ensure that all users comply with agreements listed above.
5. Restrict use and dissemination of information obtained from JIS to performance of official business only in accordance with all applicable federal laws, state laws, court rules, and agreements listed above to the extent permitted by federal or state law.
6. Maintain any information obtained from JIS in a location that will prohibit unauthorized access and destroy records containing such information in compliance with all applicable federal laws, state laws, court rules, and agreements listed above to the extent permitted by federal or state law.

7. Allow only approved personnel to access JIS.
8. Identify an FCIC Agency Coordinator (FAC), if applicable, and a Point of Contact (POC) who will approve user access to JIS.

The POC/FAC's responsibilities include, but not limited to, the following:

- Review and approve requests for JIS access based on users' job responsibilities.
- Notify JIS Administrators immediately to inactivate user access following separation from the Agency, user reassignment that no longer requires access, negligent, improper, or unauthorized use or dissemination of any information.
- Provide JIS Administrators with updated JIS Inter-Agency Agreement within thirty (30) days of change to the agency head, POC, and/or FAC. New accounts will not be set up until an updated agreement is fully executed.
- Complete audit requests initiated by OSCA JIS Administrators.
- Ensure the Agency's JIS users comply with policies and requirements within this agreement.
- Ensure the Agency's JIS users comply with internal agency policies, including auditing transaction, that apply to JIS usage.
- Must authorize each user's access to data sources that require CJIS certification or security awareness training.

9. Take steps to prevent a security breach caused by access and use of the site under this Agreement. If the Agency believes that there has been a breach of security the POC or FAC shall immediately notify OSCA JIS Administrators.

10. Maintain security updates to computers or systems that access JIS. Take precautions against viruses, worms or any other cyber security threats that may impact JIS.

11. Ensure data extracted from JIS that is stored or transmitted that is of confidential, private, or sensitive nature shall meet the Federal Bureau of Investigations (FBI) CJIS Security Policy encryption requirements or data source encryption requirements.

12. Ensure that criminal justice information (CJI) is not transmitted to OSCA by any staff through any non-secure or unencrypted email system.

B. The Agency understands that violation of these terms and/or the below cited laws may result in immediate revocation of JIS access, possible civil and criminal prosecution, and/or further disciplinary procedures.

C. The Agency's failure to comply with laws, rules, and the user agreement shall constitute grounds for immediate termination of access. Access will remain revoked until the Agency complies with all rules and requirements.

D. Access and use of JIS is governed by all applicable federal law, including the Federal Drivers Privacy Protection Act, and state law including but not limited to, the confidentiality requirements contained in chapter 119, Florida Statutes, sections 119.10, 39.0132, 501.171, 815, 839.26, 943.053, 984.06, 985.04, and Rule 2.420, Florida Rules of General Practice and Judicial Administration to the extent not in conflict with federal or state law.

E. The Agency shall submit a DHSMV Annual Certification Statement to ensure proper and authorized use and dissemination of information. Failure to timely submit the certification statement may result in an immediate termination of this agreement.

III. Other Terms and Conditions

- A. OSCA reserves the right to approve or deny all requests for access to JIS.
- B. 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.
- C. Either party may terminate this agreement upon thirty (30) days written notice to the other party. OSCA may terminate this agreement without notice if the Agency fails to comply with the terms of this agreement.
- D. This agreement constitutes the entire agreement of the parties and may not be modified without written agreement executed by both parties. Any amendments, alterations, variations, modifications, extensions, or waivers of provisions of this Agreement shall only be valid when they have been reduced to a written, duly approved, and signed by both parties.
- E. This agreement is valid for three years after the initial date of OSCA execution. The OSCA may also renew this agreement for an additional period of time not to exceed three years.
- F. The Agency and OSCA agree that this Agreement is subject to the provisions of section 768.28, Florida Statutes.
- G. The Agency agrees to assure that records pertinent to this agreement are available at all reasonable times for inspection, review, or audit by federal, state, or other personnel duly authorized by the OSCA. The Agency agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Florida Supreme Court Office of the Inspector General pursuant to section 20.055, Florida Statutes, or the Auditor General of Florida.

JIS Point of Contact (POC) / FDLE FCIC Agency Coordinator (FAC) information

* A minimum of **two (2) and a maximum of six (6)** individuals should be authorized as Agency Contacts.

* FAC must be designated if agency accesses FCIC/NCIC data . May serve as a POC.

POC Name: Carl Smart
FAC/ Alt FAC E-mail: CSmart@alachuacounty.us Phone: (352) 374-5204
Signature:  Date: 06-27-2024

POC Name: Amy Weber
FAC/ Alt FAC E-mail: aweber@alachuacounty.us Phone: (352) 374-3676
Signature: **Amy Weber** Digitally signed by Amy Weber Date: 2024.06.24 10:11:16 -04'00' Date:

POC Name: Eleanor Drakeford
 FAC/Alt FAC E-mail: edrakeford@alachuacounty.us Phone: (352) 491-4458
 Signature: Eleanor Drakeford Digitally signed by Eleanor Drakeford Date: 2024.06.18 11:54:17 -04'00' Date:

POC Name: Joe Lipsey
 FAC/Alt FAC E-mail: JLipsey@alachuacounty.us Phone: (352) 384-3364
 Signature: Date:

POC Name: Salatheia J Brown
 FAC/Alt FAC E-mail: SJ@alachuacounty.us Phone: (352) 338-7337
 Signature: Salatheia J. Brown Digitally signed by Salatheia J. Brown Date: 2024.06.18 11:20:49 -04'00' Date:

POC Name:
 FAC/Alt FAC E-mail: Phone:
 Signature: Date:

Agency Head Approval:

Agency Head Name	Mary Alford	
Agency Head Title		
Agency Head Signature		Date:

OSCA Approval:

OSCA Address	500 South Duval Street, Tallahassee, Florida 32399-1900	
OSCA Official's Name	Roosevelt Sawyer, Jr.	
OSCA Official's Title	State Courts Technology Officer	
OSCA Official Signature		Date:

POC Name: Eleanor Drakeford
FAC/ Alt FAC E-mail: edrakeford@alachuacounty.us Phone: (352) 491-4458
Signature: Signed on previous page Date:

POC Name: Joe Lipsey
FAC/ Alt FAC E-mail: JLipsey@alachuacounty.us Phone: (352) 384-3364
Signature: *Joe K. Lipsey* Date: 06-25-2024

POC Name: Salatheia J Brown
FAC/ Alt FAC E-mail: SJ@alachuacounty.us Phone: (352) 338-7337
Signature: Signed on previous page Date:

POC Name: Dennis Garraty
FAC/ Alt FAC E-mail: djg@alachuacounty.us Phone: (352) 338-7328
Signature: *Dennis Garraty* Date: 06/18/2024

Agency Head Approval:

Agency Head Name	Mary Alford	
Agency Head Title		
Agency Head Signature		Date:

OSCA Approval:

OSCA Address	500 South Duval Street, Tallahassee, Florida 32399-1900	
OSCA Official's Name	Roosevelt Sawyer, Jr.	
OSCA Official's Title	State Courts Technology Officer	
OSCA Official Signature		Date: