

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
KITSAP COUNTY DISTRICT COURT
AND THE
KITSAP COUNTY PROSECUTOR'S OFFICE
FOR ACCESS TO THE
THE JUDICIAL INFORMATION SYSTEM
FOR PCN DATA ENTRY

**MEMORANDUM OF
UNDERSTANDING BETWEEN
KITSAP COUNTY DISTRICT COURT
AND
KITSAP COUNTY PROSECUTOR'S OFFICE**

Contract # -

This Memorandum of Understanding (MOU) is between the Kitsap County District Court (Court) and the Kitsap County Prosecutor's Office (KCPO).

PURPOSE

The purpose of this MOU is to establish the terms and conditions under which the Court will provide access to, and utilization of, the Judicial Information System (JIS) by the KCPO for the purpose of entering Process Control Numbers (PCN) into the case management system. The Judicial Information System (JIS) is designed and operated by the Washington State Administrative Office of the Courts under the direction of the Judicial Information System Committee (JISC). On April 28, 2017, the JISC subcommittee, the Data Dissemination Committee, approved this non-court user access for PCN data entry contingent on an agreement being executed between the two parties, and that each employee of KCPO that enters PCN data into JIS will sign a confidentiality agreement.

THEREFORE, IT IS MUTUALLY AGREED THAT:

The Court will provide the KCPO with court user access to the Judicial Information System under the conditions set out below.

1. TERM OF MOU

The term of the MOU is from the date of its execution by the parties until termination pursuant to Section 7.

2. JIS ACCESS

- a. The Court will provide KCPO staff JIS access consisting of court user RACFIDs and court user IDs for the purpose of entering PCNs into JIS for the cases filed in that Court.
- b. KCPO agrees to use the JIS access to assist the Court in entering PCNs into JIS. The JIS access being provided to KCPO shall not be used for any other purpose.
- c. The Court, in its sole discretion, may discontinue or change the JIS access.
- d. KCPO shall not gain any proprietary right to, nor interest in, any information and data provided by the JIS access. Any rights or interest, or any portion thereof, derived by the KCPO under this MOU are exclusive to the KCPO and may not be transferred, assigned, or sold for any purpose whatsoever to any person, corporation, partnership, association, or organization

of any kind.

3. OBLIGATIONS OF KCPO

- a. The KCPO agrees that the user identifiers, passwords, and computer programs, if any, supplied by the Court are for the sole internal use of entering PCNs into JIS and will not be provided to other parties.
- b. The KCPO agrees to ensure that:
 - i. The JIS access and use by its employees is only for the purpose described in this MOU;
 - ii. The JIS access and use by its employees is conducted in a proper and legal manner;
 - iii. The JIS access is available only to authorized employees of the KCPO; and
 - iv. Use by the KCPO employees of the JIS information complies with any applicable laws, court rules, and court orders.
- c. The KCPO acknowledges that it has greater access to court information than the public and agrees to protect the confidential JIS information from unauthorized disclosure.
- d. The KCPO staff that enter the PCNs into JIS shall sign a confidentiality agreement that is attached as Appendix A and by this reference incorporated into this MOU. The KCPO will provide a copy of the confidentiality agreement to the Court and will retain each employee's signed Confidentiality Agreement under the applicable retention schedules. Beginning in 2019, and continuing for each calendar year, the KCPO staff who enter PCNs into JIS will review and sign a new confidentiality agreement and provide a copy of it to the Court by January 31.

4. COSTS

The KCPO is responsible for the cost of the purchase and maintenance of the computer equipment, software and method of accessing the JIS.

5. DISCLAIMER OF WARRANTIES

- a. The parties to this MOU provide 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 information or data provided under this MOU.
- b. The parties to this MOU provide 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 each their own responsibility to verify and check the PCN data entered into JIS under this MOU.

6. INDEMNIFICATION

Each party to this MOU shall be responsible for its own acts and/or omissions and those of its officers, employees, and agents. No party to this MOU shall be responsible for the acts and/or omissions of entities or individuals not a party to this MOU.

7. TERMINATION

a. Termination Without Cause

Either party may terminate this MOU 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

Each party accepts full responsibility and liability for any violations of this MOU by its employees or agents, and any such violation may result in immediate termination of this MOU.

8. LEGAL REMEDIES

The parties waive all rights and remedies, at law or in equity, arising or which may arise from this MOU. The parties agree that the only remedy for breach of this MOU is termination per Section 7.

9. ASSIGNMENT

The KCPO may not assign this MOU.

10. SURVIVAL

The provisions of Sections 5 and 8 of this MOU shall survive the termination of this MOU.

11. ALTERATIONS AND AMENDMENTS

This MOU may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

12. WAIVER/MODIFICATION

Any failure of either party to enforce any provision of this MOU shall not constitute a waiver of any rights under such provisions or any other provisions under this MOU.

13. ENTIRE AGREEMENT

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

14. SIGNING AUTHORITY

The signatories represent that they have the authority to bind their respective offices to this MOU.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding.

**Kitsap County
District Court**

By Clint Casebolt

Name: Clint Casebolt

Title: District Court Administrator

060817
Date

**Kitsap County
Prosecutor's Office**

By Tina Robinson

Name: Tina Robinson

Title: Prosecuting Attorney

6/12/2017
Date