

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: March 11, 2025 [X] Consent [] Regular
[] Ordinance [] Public Hearing

Department: Department of Public Safety
Submitted By: Department of Public Safety
Submitted For: Division of Justice Services

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to receive and file:

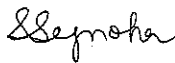
- A) executed Judicial Inquiry System (JIS) Interagency Agreement with the Office of the State Courts Administrator (OSCA) authorizing the Public Safety Department's Pretrial Services Program (PTS) to utilize the Florida Department of Law Enforcement's (FDLE) Criminal Justice Network, an intra-agency information and data sharing network for use by the State of Florida's criminal justice agencies for criminal justice background checks; and
- B) executed JIS Department of Highway Safety and Motor Vehicle (DHSMV) Access Certification Statement certifying PTS has appropriate internal controls in place to protect data.

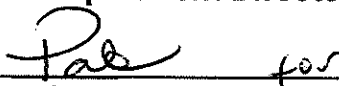
Summary: On September 9, 2014, the Board of County Commissioners (BCC) approved a JIS Interagency Agreement (R2014-1339) and Criminal Justice Information System (CJIS) Agency Contact form (R2014-1340) with the Office of the State Courts Administrator OSCA. The JIS Interagency Agreement is a no-cost agreement with no expiration date. Execution of the updated JIS Interagency Agreement adds an additional point of contact and ensures that PTS will have comprehensive access to the criminal histories of individuals who fall within the scope of work performed by PTS, by allowing access to and retrieval of information from the Florida Crime Information Center as well as the National Crime Information Center. The JIS DHSMV Access Certification Statement certifies PTS has the appropriate internal controls in place to protect data from unauthorized access, distribution, use, modification, or disclosure. On December 19, 2023, the County Administrator received approval (R2023-1886) from the BCC to execute agreements and administrative documents associated with OSCA. The PTS program will use CJIS to access national and statewide criminal histories. Countywide (RS)

Background and Justification: PTS provides verified information to the First Appearance Court so that informed decisions are made regarding bonds for individuals appearing in that court. One of the functions involved in collecting the information is to perform a criminal history background check. The PTS program will use JIS to access national and statewide criminal histories and generate a court docket each day.

Attachments:

- 1) JIS Interagency Agreement
- 2) JIS DHSMV Access Certification Statement

Recommended By:  Digitally signed by Stephanie Sejnoha
Date: 2025.02.19 16:41:51 -05'00' _____ Date _____
 Department Director

Approved By:  _____ Date 2/27/25
 Assistant County Administrator

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact

Fiscal Years	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>
Personal Services	_____	_____	_____	_____	_____
Operating Expenses	_____	_____	_____	_____	_____
Capital Outlay	_____	_____	_____	_____	_____
Grants & Aids	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
Net Fiscal Impact	* _____	_____	_____	_____	_____

ADDITIONAL FTE

POSITIONS (Cumulative)	0	0	0	0	0
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Is Item Included In Current Budget? Yes _____ No _____
 Is this item using Federal Funds? Yes _____ No _____
 Is this item using State Funds? Yes _____ No _____

Budget Account Exp No: Fund ___ Dept. ___ Unit ___ Obj. ___ Prog. ___
 Rev No: Fund ___ Dept. ___ Unit ___ Rev. ___ Prog. ___

B. Recommended Sources of Funds/Summary of Fiscal Impact:

*There is no fiscal impact associated with this agenda item.

C. Departmental Fiscal Review: *[Signature]* 1/6/25

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Dev. and Control Comments:

[Signature] 2/12/2025
 OFMB
JA 2/12
VS 2/12

[Signature] 2/13/25
 Contract Dev. And Control
 26 2.13.25

B. Legal Sufficiency:

[Signature] 2/18/2025
 Assistant County Attorney

C. Other Department Review:

 Department Director

This summary is not to be used as a basis for payment.



JUDICIAL INQUIRY SYSTEM (JIS) INTER-AGENCY AGREEMENT

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

Palm Beach County Board of County Commissioners

Agency Name

301 North Olive Ave., West Palm Beach, FL 33401

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: Caryle Decruise
FAC/
Alt FAC E-mail: CDecruis@pbc.gov Phone: (561) 355-6308
Signature: Caryle Decruise Date: 10/01/2024

Digitally signed by Caryle Decruise
DN: DC=org, DC=pbcgov, OU=Enterprise, OU=PSD, OU=Users,
CN=Caryle Decruise, E=CDecruis@pbc.gov
Reason: I am the author of this document
Location: your signing location here
Date: 2024.10.01 14:05:01-0400
Foxit PDF Reader Version: 11.2.1

POC Name: Conrad Saddler
FAC/
Alt FAC E-mail: CSaddler@pbc.gov Phone: (561) 688-4620
Signature: Conrad Saddler Date: 10/01/2024

Digitally signed by Conrad Saddler
DN: DC=org, DC=pbcgov, OU=Enterprise, OU=PSD, OU=Users, CN=
Conrad Saddler, E=csaddler@pbc.gov
Reason: I am the author of this document
Location: your signing location here
Date: 2024.10.01 13:45:17-0400
Foxit PDF Reader Version: 12.1.0

POC Name: Shantel Drayton
 FAC/Alt FAC E-mail: SDrayton@pbc.gov

Phone: (561) 330-1741

Signature: Shantel Drayton

Date: 10/01/2024

Digitally signed by Shantel Drayton
 DN: cn=Shantel Drayton, o=Enterprise, ou=PSD, ou=Users, cn=Shantel Drayton, e=SDrayton@pbcgov.org
 Reason: I am approving this document
 Date: 2024.10.01 14:34:22-04'00'
 Foxit PDF Reader Version: 12.1.0

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

Phone:

Date:

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

Phone:

Date:

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

Phone:

Date:

**APPROVED AS TO FORM
 AND LEGAL SUFFICIENCY**


COUNTY ATTORNEY

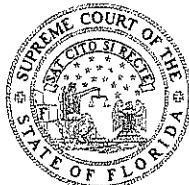
Agency Head Approval:

Agency Head Name	Verdenia C. Baker	
Agency Head Title	County Administrator	
Agency Head Signature	Verdenia C. Baker	Date: 12/18/24

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:

Carlos G. Muñiz
Chief Justice



Allison C. Sackett
State Courts Administrator

Office of the State Courts Administrator

**JUDICIAL INQUIRY SYSTEM (JIS) DEPARTMENT OF HIGHWAY SAFETY
AND MOTOR VEHICLE (DHSMV) ACCESS CERTIFICATION STATEMENT**

Under penalty of perjury I have read the requirements contained in the Memorandum of Understanding, Florida Administrative Code, Rule Chapter 60GG-2 (Formerly 74-2, FAC), and the Department of Highway Safety and Motor Vehicles Vendor IT Security Policy and declare that the following is true:

The Requesting Party,

Palm Beach County Board of County Commissioners

(Agency Name)

hereby certifies that the Requesting Party has appropriate internal controls in place to ensure that the data is protected from unauthorized access, distribution, use, modification, or disclosure. This includes policies/procedures in place for both personnel to follow and data security procedures/policies to protect personal data. The data security procedures/policies have been approved by a Risk Management IT Security Professional or internal auditor.

Agency Head Signature

Verdenia Baker

Printed Name

County Administrator

Title

PBC Board of County Commissioners

Agency Name

Date

12/18/24