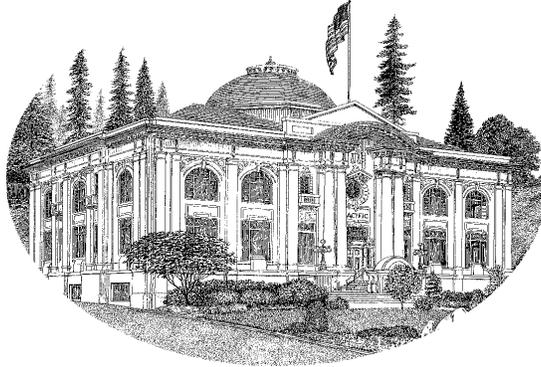


Pacific County Clerk

Pacific County Courthouse
P.O. Box 67
300 Memorial Avenue
South Bend, Washington 98586

Phone: (360) 875-9320
(360) 642-9320



PACIFIC COUNTY COURTHOUSE
NATIONAL HISTORIC SITE

Virginia A. Leach
County Clerk
And Ex-Officio Clerk
Of the Superior Court

Pacific County Clerk Portal Registration

Welcome to Pacific County Superior Court Portal Registration. By completing this process you will have access to documents in Pacific County Superior Court non confidential cases. Documents in confidential case types will be available to the attorney of record.

How to apply to access:

- The head of the firm/agency must sign the Master Registration Form.
- Master Registration Form must be fully completed and the original mailed/delivered to the Pacific County Clerk.
- Users cannot share accounts and/or passwords.
- Each user who intends to use Odyssey Portal or the information obtained from Odyssey Portal must be identified on the Master Registration Form.
- Each user will need to review and sign the Confidentiality Form. An original Confidentiality Form for each user must be mailed/delivered to the Pacific County Clerk with the Master Registration Form.
- Payment for the annual fee is by check only. Check should be made payable to Pacific County Clerk must accompany Master Registration Form.
- Submit Original Master Registration Form, Original Confidentiality forms for each user listed on Master Registration Form and annual fee to:

Pacific County Clerk
PO Box 67
South Bend, WA 98586

Please allow two weeks for your access to be processed. If your access is approved you will receive an email with a link to setup a password. Your user name is the email address you supplied on the Master Registration Form.

Annual Fee:

The annual subscription fee for remote electronic access to Pacific County Superior Court documents will be based on a tiered pricing structure and will be specifically tied to the individual or size of the company, firm or division. The annual subscription fee will cover each and all employees/individuals employed by the company, firm or division. Annual fee will be due yearly on the 1st of the month following initial application date.

Company/Firm/Division Size - Annual Fee: \$100.00

Adding or Deleting Portal Users:

Complete Modify Master Registration Form adding or deleting users and mail/deliver the original to the Pacific County Clerk. Each new user will need to review and sign the Confidentiality Form. The original Confidentiality Form for each new user must be mailed/delivered to the Thurston County Clerk with the Modify Master Registration Form.

Questions:

Contact **Virginia Leach** at vleach@co.pacific.wa.us or **Dawn Lorton** at dlorton@co.pacific.wa.us (360) 875-9320

**Pacific County Clerk's
ELECTRONIC COURT RECORDS ACCESS
SUBSCRIPTION AGREEMENT**

This Agreement is by and between Pacific County, a political subdivision of the State of Washington, on behalf of the Pacific County Clerk's Office (Clerk), and the below-identified Subscriber (Subscriber) regarding electronic access to publicly available court records via the Clerk's electronic case and document management system web portal (web portal).

For those that do not meet the not-for-profit organization or business or government agency criteria access is provided on a subscription fee basis as outlined below and shall be paid annually.

Company Size	Annual Fee
Company	\$100

The Clerk reserves the right to change the subscription fees and/or the Terms and Conditions of this agreement with 30 days advance notice.

Publicly available court records accessible with a subscription include Criminal, Civil, Domestic, Probate/Guardianship and Juvenile Offender. Additionally, elevated access allowing access to confidential court records is available to attorneys of record as long as there is a Notice of Appearance filed in each case.

By signing this agreement, the undersigned Subscriber affirms his/her understanding and responsibilities and agrees to the following Terms and Conditions:

1. I understand and agree that only publicly accessible court records identified in this agreement are available on the web portal unless I am an attorney of record and have been granted elevated access to confidential court records.
2. I agree that once I withdraw from a case, I will no longer have the same access to the case information and documents as I did as the attorney of record.
3. I understand and agree that I cannot disseminate the username and password issued by the Washington State Administrative Office of Courts (AOC) and further understand and agree that the username and password are for use by the undersigned Subscriber(s).
4. I understand and agree that I shall not gain any proprietary right to, or interest in, any data or information provided by the Clerk as a result of this agreement. Any rights or interest, or any portion thereof, derived by the Subscriber under this agreement are personal to him or her and may not be transferred, assigned, or sold for any purpose whatsoever to any person, corporation, partnership, association, or organization of any kind.
5. I understand and agree that I shall assume the risk of, be liable for, and pay all damage, loss, cost, and expense of any party, including any of Subscribers employees, arising out of the access provided pursuant to this agreement, except that caused by the sole negligence and/or willful misconduct of Pacific County and its employees acting within the scope of their employment.
6. I understand and agree to hold harmless and indemnify Pacific County, its elected and appointed officials, employees, and agents against all claims, losses, suits, actions, costs, counsel fees, litigation costs,

expenses, damages, judgments, or decrees by reason of damage to any property or business and/or any death, injury or disability to or of any person or party, including any employee, arising out of or suffered, directly or indirectly, by reason of, or in connection with, the access provided pursuant to this agreement or any act, error or omission of the Subscriber, County, employees, agents or subcontractors, whether by negligence or otherwise.

7. I understand and agree my obligations hereunder include but are not limited to investigating, adjusting, and defending all claims alleging loss from action, error or omission or breach of any common law, statutory or other delegated duty by the Subscriber or Subscriber's employees, agents, or subcontractors.
8. I understand and agree that the Clerk does not knowingly display court records that are statutorily confidential, court ordered sealed, or are otherwise restricted pursuant to state and/or local court rule. If I discover a court record containing statutorily confidential, court ordered sealed or restricted information pursuant to state and/or local court rule on the web portal to which I have not been granted elevated access, I agree to maintain confidentiality, restrict access, and immediately notify the Clerk.
9. I understand and agree that I may not divulge, publish, or otherwise make known to unauthorized persons any confidential information obtained while accessing the web portal.
10. I understand and agree that will comply with all current, or as subsequently amended federal and state law, court rules, and administrative rules and policy governing, regulating, and/or relating to the dissemination of data.
11. I understand and agree that I shall use the data or information for legitimate purposes in the ordinary course of business.
12. I understand and agree that shall not reproduce or distribute or disseminate the data or information obtained from the web portal in bulk except for responding to an individual client record inquiry.
13. I understand and agree that the Clerk does not warrant, express or implied, that the data or information is accurate, current, correct, or complete; makes no representations regarding the identity of any persons whose names appear in the court records; and, does not assume any liability whatsoever resulting from the release or use of the data or information obtained from the web portal. It is expressly understood and agreed that it is the responsibility of the Subscriber to verify the data obtained under this agreement by personally consulting the Clerk's Office.
14. I understand and agree that I am to consult the Clerk on any questions I may have concerning whether particular information may be disclosed.
15. I understand and agree that the Clerk will endeavor to provide continuous operation of the web portal; however, access may be interrupted during such other periods of remedial maintenance as may be required either by the Clerk or by the ADC. The Clerk will make every attempt to provide advance notice of scheduled maintenance, with routine maintenance scheduled after 4:30 p.m. and before 8:00 a.m. or during weekends or holidays.
16. I understand and agree that the Clerk reserves the right to reduce or limit subscriber access to the web portal during unusual circumstances such as, but not limited to, emergency production requirements mandated by law, intrusions against security regulations and to limit or avoid adverse operational impacts. I further understand and agree that no reduction in fees shall be due for any interruption in services.
17. I understand and agree that following execution of this agreement, the Clerk will, via AOC, set up electronic access and assign a username and temporary password to each user; each user must provide a unique email address.
18. The Clerk agrees to provide reasonable email consultation (vleach@co.pacific.wa.us) on specific problems or questions that arise in the use of the subscriber service. However, the Clerk does not guarantee consultation results nor warrant or represent that all errors or problems will be corrected.
19. I understand and agree that Clerk assistance will only be available Monday through Friday, from 9:00 a.m. to 4:00 p.m. with the exception of holidays observed by the Clerk.

- 20. I understand and agree that if the Clerk changes its operating system or otherwise modifies its format, it shall be the responsibility of the subscriber to make any necessary changes and to bear the expense thereof.
- 21. I understand and agree to the annual subscription fee and due dates outlined in this agreement.
- 22. I understand and agree that if any of the Terms and Conditions of this agreement are knowingly violated, the Subscriber will be subject to immediate revocation of access to the web portal and any subscription fee previously paid will be forfeited.

SUBSCRIPTION AGREEMENT TERMS AND CONDITIONS ACKNOWLEDGEMENT AND ACCEPTANCE

Agency/Firm/Business Name: _____ Phone# _____

I certify that my business/company employs _____ employees/or individuals.

Subscriber Printed Name: _____ Title _____ Bar# _____

Subscriber Signature: Name: _____

Subscriber E-Mail Address: _____

Subscriber Mailing Address: _____

Pacific County Clerk _____ Date: _____

PAYMENT INFORMATION

Each user shall sign and return a subscription agreement with the correct payment (prorated in whole months if service starts after February 1) to Pacific County Clerk/Odyssey Subscription either by:

- 1) U.S. Mail — Finance staff will accept checks or cashier checks/money orders via U.S. mail at the below address or;
 Pacific County Clerk
 PO Box 67
 South Bend, WA 98586
- 2) In Person — Finance staff will accept checks, cashier checks/money orders, cash payments.

Customers shall provide a self-addressed stamped envelope if they wish to receive a copy of the final executed agreement.

Confidentiality Agreement for Access to the Odyssey Portal

As part of my job duties, I require access to the Odyssey Portal for the **Pacific** County Superior Court. The Portal may contain both public and confidential information from court cases that I will have access to as an employee of my agency or the attorney-of-record.

By signing this statement, I affirm my understanding of my responsibilities and agree to the following:

1. I understand that the court case files and documents in Portal may contain confidential information contained in filings prior to the passage of Washington State Rules, General Rule (GR) 22, as well as public, information.
2. I understand that I may have access, read or handle confidential information to the extent required in, and for the purpose of, performing my assigned duties.
3. I agree not to divulge, publish, or otherwise make known to unauthorized persons or to the public any confidential information obtained from Portal while I am an employee of my agency or the attorney-of-record, in the course of my employment, or as an officer of the court.
 - a. I may divulge confidential information to judicial officers, authorized court employees, and authorized employees of my agency as necessary to perform my job duties.
 - b. I may divulge confidential information to others only if specifically authorized to do so by statute, court rule, judicial policy, or court order.
 - c. Maintaining confidentiality includes not discussing confidential information outside of the workplace, or outside of my usual work area.
 - d. After I leave the employment of my agency I may not divulge confidential information obtained during the course of my employment.
4. I agree to consult an appropriate person in my agency or the Court Clerk on any questions I may have concerning whether particular information may be disclosed.
5. I understand that sharing my Odyssey Portal user id and/or password is prohibited and may constitute a breach of confidentiality.
6. I understand that a breach of confidentiality may be grounds for termination of my Portal access.
7. I agree that documents I have access to through Odyssey Portal may not be resold to others and will be used only to perform my official duties as an employee of my agency or office.

Confidentiality Agreement for Odyssey Portal Access

8. I agree to notify an appropriate person in my agency who will immediately notify **Virginia A. Leach**, County Clerk of the above-named court should I become aware of an actual breach of confidentiality or a situation which could potentially result in a breach, whether this be on my part or on the part of another person.

Signature

Date

Print Name

Job Title

Name of Employer or Law Office

Authorization of Access to the Odyssey Portal

_____ is authorized for access to the Odyssey Portal for this court.

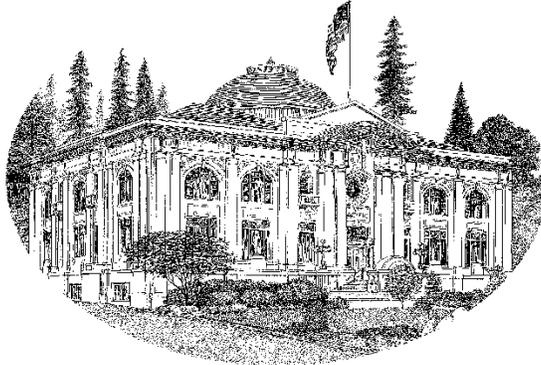
Virginia A. Leach, County Clerk

Date

Pacific County Clerk

Pacific County Courthouse
P.O. Box 67
300 Memorial Avenue
South Bend, Washington 98586

Phone: (360) 875-9320
(360) 642-9320



Virginia A. Leach
County Clerk
And Ex-Officio Clerk
Of the Superior Court

PACIFIC COUNTY COURTHOUSE
 NATIONAL HISTORIC SITE

Pacific County Superior Court Odyssey Portal Master Registration

Agency/Firm:	
Mailing Address:	
State:	Zip Code:
Contact Phone Number:	

Staff within my agency/firm allowed to access and view public cases. All staff should be linked to an attorney's bar number. This will allow staff to view confidential documents of the attorney of record. Each user must have a unique email address.

Name	E-Mail Address	Phone Number	Bar No.

Number of Employees in Firm/Agency:

I understand that this registration shall be renewed annually. User Id's and passwords shall not be shared and that I will notify the Pacific County Clerk within five working days when I have a change in staff using the Modify Master Registration Form.

Dated this _____ day of _____ 20__ _____
 Signature Head of Agency/Firm