

COPY

Set Up Information for Electronic Access Subscription Agreement

ACCOUNT TYPE Government
 WSBA No. _____ or Case Number _____
 Subscriber Name the City of Milton
 Company Name the City of Milton
 Address 1000 Laurel Street
Milton, WA 98576
 E-mail wcameron@cityofmilton.net Phone (253) 831-4277

Support Staff / Associated Counsel

Attorney shall be responsible for all activities of users who electronically file and serve at his or her direction or who obtain access through use of the subscriber's site.

1. Name William L. Cameron	Drivers License Number CAMERWL568R9
<input checked="" type="checkbox"/> I want this person to receive copies of my e-mails from this system	E-mail Address wcameron@cityofmilton.net
2. Name	Drivers License Number
<input type="checkbox"/> I want this person to receive copies of my e-mails from this system	E-mail Address
3. Name	Drivers License Number
<input type="checkbox"/> I want this person to receive copies of my e-mails from this system	E-mail Address
4. Name	Drivers License Number
<input type="checkbox"/> I want this person to receive copies of my e-mails from this system	E-mail Address

I agree to the terms of the attached contract.

Date January 3, 2017
 Date _____
 Setup Date _____
 By _____

Signed 
 Mayor
 Kevin Stock
 Pierce County Clerk
 Set Up Fee Due \$25.00
 Subscription Fee Due _____



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<input checked="" type="checkbox"/> I want this person to receive copies of my e-mails from this system	E-mail Address <u>wcameron@cityofmilton.net</u>
2. Name	Drivers License Number
<input type="checkbox"/> I want this person to receive copies of my e-mails from this system	E-mail Address
3. Name	Drivers License Number
<input type="checkbox"/> I want this person to receive copies of my e-mails from this system	E-mail Address
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Signed 
 Mayor

Date _____

Kevin Stock
 Pierce County Clerk

Setup Date _____

Set Up Fee Due \$25.00

By _____

Subscription Fee Due _____

Pierce County Clerk
930 Tacoma Avenue South
Room 110
Tacoma, WA 98402-2177

DATA ACCESS SUBSCRIPTION AGREEMENT

This is an agreement, made, and entered into by and between **Clerk** of the **Superior Court of Pierce County** (hereafter referred to as "**CLERK**") and the City of Milton, Washington, hereafter referred to as "**SUBSCRIBER**".

I. RECITALS

This contract is executed pursuant to Pierce County Ordinance 2004-68. Subscription and administrative fees governing this contract are established by this ordinance and attached as exhibit "A".

The purpose of this agreement is to provide access to certain court records within the Clerk's custody and control by electronic means using the Clerk as the central contracting entity and to provide the ability to electronically file and serve court documents as provided by **General Rule 30**.

The **CLERK** recognizes that filing of court documents by electronic transmission facilitates the ability of the **CLERK** to provide electronic access to such records, creates certain efficiencies and is therefore to be encouraged.

Nothing in this agreement shall modify or eliminate any of the requirements for electronic filing set out in **GR 30** as it exists now or is hereafter amended.

In consideration of the mutual terms, conditions, promises, covenants and payments hereinafter set forth, **CLERK** and **SUBSCRIBER** agree as follows:

II. DEFINITIONS

The following general definitions shall apply for purposes of this agreement:

“Agreement” shall mean this agreement upon being duly executed by authorized individuals for each party.

“Attorney Unrestricted Subscriber” shall mean an attorney, law firm, its managing members or authorized employees whose primary purpose is the provision of legal services. Attorneys who enter into unrestricted subscription agreements with the **Clerk** will be given access to non confidential court records and services including, but not limited to, ability to electronically service documents in accordance with **GR 30**, case management services and access to all non confidential court records.

Law firms with multiple attorneys will be required to hold a license for each attorney who wishes the electronic service and case management options; however no fees beyond the set up fee shall be charged for non attorney users accessing data or filing and serving documents on behalf of the attorney unrestricted subscriber.

Attorney Unrestricted Subscriber warrants that he or she is a member in good standing of the Washington State Bar Association, that the primary purpose of his or her business is the provision of legal services to individuals or businesses, and that no unauthorized user shall have access to **Clerk’s** services.

It is the **Attorney’s** obligation to obtain consent for electronic service consistent with **GR 30.2(d)**. Nothing in this agreement constitutes consent to electronic service.

Attorney shall be responsible for all activities of users who electronically file and serve at his or her direction or who obtain access through use of the subscriber’s site.

“Clerk” shall mean that person, or his or her designee, who currently holds the position of Clerk of the Pierce County Superior Court.

“Electronic Set-up Fee shall mean that fee charged by the **CLERK** for providing personal identification numbers and other services needed to provide access to **CLERK’s** electronic files or to allow electronic filing. Each **User** shall incur the set-up fee only one time per setup. Set up fees shall be as set forth in exhibit A.

“Government Subscriber” shall mean any federal, state, local governmental entity which registers as such with the **Clerk**. Government subscribers shall have all unrestricted access as allowed by law, provided that subscriber agrees to allow reciprocal privileges to Pierce County to computerized data bases upon request, where such access does not violate any state, federal, or local law. Legal prohibitions relating to certain data contained within such data bases shall not be justification for complete denial of access otherwise required to be available under this reciprocity agreement. Government Subscriber agrees to use all reasonable means necessary to facilitate partial access in such cases. Government subscriber status may be denied or revoked for non compliance with the reciprocity agreement.

“Litigant Case Subscriber” shall mean an individual, who has entered into the agreement for purposes of a specific case number. **Litigant Case subscriptions** are restricted to either a party to the case or a member in good standing of the Washington State Bar Association who is an attorney of record for a party in the case. **Case Litigant Subscriber’s** access shall be restricted. Access shall be given for electronic access, electronic filing, and electronic service only for the case identified above.

Nothing in this agreement shall prevent an attorney from filing electronically in other cases so long as said attorney and all staff who shall act for him/her have obtained an Electronic Filing Number and Personal Identification Number.

Individuals or entities who are not a party to an action must obtain either a **Non Attorney Case Subscription** or **Non Attorney Unrestricted Subscription** or use the court house kiosk in order to obtain access to electronic court records for cases to which they are not a party.

It is the **Attorney's** and/or Pro Se Litigant's obligation to obtain consent for electronic service consistent with **GR 30.2(d)**. Nothing in this agreement constitutes consent to electronic service.

"Non Attorney Case Subscriber" shall mean those individuals or entities who desire access to a single case to which they are not a party or attorney of record.

"Non Attorney Unrestricted Subscriber" shall mean those individuals or entities who desire unrestricted electronic access to non confidential court records but who are not regularly engaged in the provision of legal services nor providing governmental services.

Subscriber warrants that subscriber, and its agent(s) and principal(s) are not engaged in the business of reselling data. Subscriber is authorized to download, store, publish, transfer or transmit or resell the data obtained from access to the site only as specifically provided herein. However, this restriction shall not prohibit subscriber from using the data obtained from the site in its commercial product so long as that product is not the delivery of electronic data to third parties.

"Notice" shall mean written notification sent by U.S. Mail or other electronic or physical delivery service.

"Restricted Access" shall mean that access provided to a single case subscriber. It shall consist of electronic access to only the non confidential court records for the case for which the subscription has been purchased.

"Unrestricted Access" is that access available to **Attorney Unrestricted Subscribers, Non Litigant Unrestricted Subscribers and Governmental Subscribers**. These subscribers shall be entitled to unlimited access to non-confidential records maintained electronically by the Clerk. Access to confidential records shall be restricted to those individuals authorized to access said records by statute, court rule, or court order. Neither commercial subscribers nor any other subscriber is authorized to publish, transfer or transmit or resell the data obtained from access to the site except as specifically provided herein. However, this restriction shall not prohibit subscriber from using the data obtained from the site in its commercial product so long as that product is not the delivery of electronic data to third parties.

Subscribers are authorized to download, print, and make copies of court documents during the normal course of its business subject to the exception listed above and the volume restriction set out in §VII.

“**User**” shall mean those individuals employed by a law firm who are authorized by the attorney subscriber to have electronic access to facilitate case management and tracking pertinent to the law firm’s practice. It shall be the subscriber’s obligation to ensure that only authorized users have access to the services provided at the subscriber’s location. Each **user** is required to have a personal identification number as required by **General Rule 30.5 (b)**. No person may file, serve, or access documents without using the personal identification number assigned to that person. Violation of this provision shall result in immediate termination of the agreement by **CLERK** with forfeiture of all funds paid to date.

III. TERM OF AGREEMENT

This agreement shall commence on the date of execution by the Clerk and will continue for the mutually agreed upon duration of access to the subscription site unless terminated earlier as provide for herein in accordance with §2004-68.

IV. SCOPE OF AGREEMENT

Clerk and Subscriber agree that the scope of this Agreement shall be access to those electronic records in the Clerk’s Court Records which the Clerk of the Court has prepared for such access provided that access to those records is not otherwise prohibited from view by Federal and state law, Washington Rules of Court or court order.

Holders of a restricted subscription shall have access to only those electronic records pertaining to the case or cases for which they have subscribed.

Limitations: Subscriber may not copy, download, store, publish, transmit, transfer, sell or otherwise use data, or any portion of data, in any form or by any means except as expressly provided for by this agreement. Subscriber shall not sell, license, or distribute electronic data to third parties.

V. DAYS AND HOURS OF OPERATION

Clerk will endeavor to provide continuous operation of the non public subscriber site wherein **Subscriber** accesses records; however, site access may be interrupted during such other periods of remedial maintenance as may be required. **Clerk** will post advance notice of scheduled maintenance on the site, and routine maintenance will be scheduled after 4:30 p.m. and before 8:00 a.m. or during weekends or holidays.

Clerk reserves the right to reduce or limit the subscriber site services 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.

Subscriber agrees that no reduction in fees shall be due for any interruption in services.

VI. SERVICES

Clerk, his or her employees or agents, will provide **Subscriber** with access to the electronic records via the subscriber site, the right to file documents electronically and to obtain electronic service under the terms of General Rule 17 and 30.

Subscriber shall be responsible for maintaining all computer terminals and software at its site in such a way as to ensure access and/or prevent damage to the Clerk's system.

Subscriber is responsible for all maintenance and repair work required to keep **Subscriber's** equipment in operating order and to make connectivity to the **Clerk's** subscriber site through **Subscriber's** Internet service provider.

Clerk may modify the categories, classifications, format, or appearance of data provided without prior notice to the subscribers.

VII. CLERK'S OBLIGATIONS

Following the execution of this agreement, **Clerk** will set up electronic access, assign personal identification numbers to each user, and provide for electronic filing and service. **CLERK** agrees to provide reasonable email consultation on specific problems or questions that arise in the use of the subscriber service. However, **Clerk** does not guarantee consultation results nor warrant or represent that all errors or problems will be corrected.

Assistance will only be available Monday through Friday, from 8:00 a.m. to 4:30 p.m. with the exception of holidays observed by the **Clerk**.

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.

VIII. SUBSCRIBER'S OBLIGATIONS

Subscriber is responsible for ensuring that all its locations or terminals are not used by unauthorized users. Subscriber warrants that the information obtained through the use of **CLERK's** electronic access shall not be used by the **Subscriber** or agents thereof for unauthorized purposes, or for any purpose in violation of federal, state and local laws and regulations, court rule or court order.

Subscriber agrees to ensure that no employee or agent will use another individual's **user personal identification number**.

Subscriber shall amend its authorized user list by submitting amendment in writing or by email to the **Clerk**. **Subscriber** agrees to provide the names of all **users** who cease employment with **Subscriber** within one business day of that individual's termination. Notice shall be effective the next business day following receipt by the **Clerk**. **Clerk** is not responsible for any damages or unauthorized access or use of subscriber's service by subscriber's terminated employee.

Information accessed from the subscriber site is for the use of **Subscriber** in the ordinary course of its business, which shall be limited to the practice of law except where otherwise provided by addendum to this agreement. The electronic data is not intended or permitted to be resold. In event of breach of this agreement, **Clerk** is entitled to seek injunctive relief restraining the further disposition of information obtained from its site by **Subscriber** or any entity allegedly claiming rights through agreements with **Subscriber**.

Subscriber warrants that it shall not access more than 1500 documents during any calendar month without the written consent of the Clerk. Violation of this provision may result in a temporary suspension of subscribers viewing rights. Repeated violation of this provision may also result in the termination of this agreement at the option of the **Clerk**.

THE PUBLIC INFORMATION IS PROVIDED SUBJECT TO THE LAWS OF THE STATE OF WASHINGTON.

IX. LIMITATION OF LIABILITY

Subscriber hereby relieves and releases Clerk, his or her employees, the County, and its elected and appointed officials and agents from liability from any and all damages resulting from interrupted services of any kind or damage to Subscriber's equipment by use of this service.

Subscriber hereby relieves, release, indemnifies, and holds harmless Clerk, his employees and agents of any liability for any and all damages resulting from incorrect or any other misinformation accessed from this service.

It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.

X. WARRANTIES

NEITHER THE CLERK NOR ANY EMPLOYEE OF PIERCE COUNTY OR ITS AGENTS EXPRESSLY OR IMPLIEDLY WARRANT THAT THE INFORMATION OR DATA ACCESSED BY SUBSCRIBER IS ACCURATE OR CORRECT. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES IN CONNECTION WITH THIS SERVICE. THE DATA IS PROVIDED "AS IS" AND SUBSCRIBER IS SOLELY RESPONSIBLE FOR ASSESSING ITS ACCURACY AND RELIABILITY, IF ANY. CASE MANAGEMENT SERVICES ARE NOT INTENDED TO REPLACE WRITTEN CORRESPONDENCE WITH THE COURT. IT IS THE SUBSCRIBER'S DUTY TO ASSURE THAT THEY ARE IN FULL COMPLIANCE WITH ANY COURT DIRECTIVES REGARDING CASE MANAGEMENT.

XI. ASSIGNMENT

Subscriber agrees not to assign any right or interest in this Agreement.

XII. GOVERNING LAW

This agreement or any dispute arising therefrom shall be governed by and interpreted in all respects by with the applicable laws of the State of Washington. **Subscriber** agrees that venue for any action shall be in Pierce County.

XIII. ENTIRE AGREEMENT

This agreement contains the entire understanding of the parties, there being no promises, warranties, or undertakings, written or oral, other than those expressly set forth herein. Furthermore, no modifications, alterations, or amendments to this agreement shall be valid unless in writing and signed by all parties, except as otherwise provided herein.

XIV. TERMINATION

This Agreement may be terminated without cause by either party on 10 days written notice to the other party. In the event of termination by the Subscriber, the Subscriber shall remain responsible for payment of services rendered or obligations incurred until date of termination. Annual subscriptions are not subject to refund of unused portions thereof.

If Clerk elects to terminate or suspend the electronic access program for any reason, subscriber will be refunded a pro rata amount of its annual subscription fee, if any, but will have no other recourse or claim concerning the suspension or termination.

This Agreement may be terminated immediately by the Clerk without notice to the Subscriber for Subscriber's failure to comply with the terms of this Agreement.

Upon termination of this Agreement, access to the subscriber site providing access to the Official Court Record and Court Record Electronic images shall cease.

XV. SEVERABILITY

If any provision (or part thereof) of this Agreement is found to be invalid, then it shall be stricken and have no affect. The remaining provisions shall continue in full force and effect.

Superior Court Clerk Electronic Data Access Services

Fee Schedule

Exhibit A

All fees must be paid in advance of access

1. Electronic Set-up Fee
 - a. \$25.00 for each government non-attorney user
 - b. \$10.00 for each support staff
 - c. \$25.00 for each commercial user
2. Attorney Unrestricted Subscriber
 - a. \$200.00 a year
 - b. \$25.00 per month of services
 - c. \$25.00 per case
3. Litigant Case Subscriber
 - a. \$25.00 per case
4. Non-Attorney Subscriber
 - a. \$25.00 per case
 - b. \$200.00 a year per user
5. Non Attorney Unrestricted Subscriber and Reseller
 - a. \$200.00 a year per user plus \$.10 per page viewed