

**SNOHOMISH COUNTY CLERK'S  
ELECTRONIC COURT RECORDS ACCESS  
SUBSCRIPTION AGREEMENT**

**RECEIVED**  
JUL 01 2013  
Puget Sound  
Clean Air Agency

This Agreement is by and between Snohomish County, a political subdivision of the State of Washington, on behalf of the Snohomish County Clerk's Office (Clerk), and the below-identified Subscriber (Subscriber) regarding electronic access to publicly available court records via the Clerk's electronic document management system. This Agreement is executed pursuant to SCC 4.119.

The Clerk reserves the right to change the the **Terms and Conditions** of this agreement with 30 days advance notice.

Publicly available court records accessible via the Clerk's electronic document management system include Criminal, Civil, Domestic, and Probate/Guardianship. Court records that are not available include statutorily confidential, court ordered sealed, otherwise restricted pursuant to state and/or local court rule, and Juvenile Offender.

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 electronic document management system system.
2. I understand and agree that I cannot disseminate the username and password issued by the Clerk and further understand and agree that the username and password are for use by the undersigned Subscriber.
3. 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.
4. 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 Subscriber's employees, arising out of the access provided pursuant to this agreement, except that caused by the sole negligence and/or willful misconduct of Snohomish County and its employees acting within the scope of their employment.
5. I understand and agree to hold harmless and indemnify Snohomish 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.
6. 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.
7. 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 electronic document management system, I agree to maintain confidentiality, restrict access, and immediately notify the Clerk.
8. I understand and agree that I may not divulge, publish, or otherwise make known to unauthorized persons any confidential information obtained while accessing the electronic document management system.
  9. I understand and agree that I 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.
  10. 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 electronic document management system. It is expressly understood and agreed that it is the responsibility of the Subscriber to verify the data or information obtained under this agreement by personally consulting the "official" court record reposing at the Clerk's Office.
  11. I understand and agree that I am to consult the Clerk on any questions I may have concerning whether particular information may be disclosed.
  12. I understand and agree that I shall use the data or information for legitimate purposes in the ordinary course of business.
  13. I understand and agree that I shall not reproduce or distribute or disseminate the data or information obtained from the electronic document management system in bulk except for responding to an individual client record inquiry.
  14. I understand and agree that the Clerk will endeavor to provide continuous operation of the electronic document management system; however, access may be interrupted during such other periods of remedial maintenance as may be required. The Clerk will make every attempt to give 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.
  15. I understand and agree that the Clerk reserves the right to reduce or limit subscriber access to the electronic document management system 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
  16. I understand and agree that following execution of this agreement, the Clerk will set up electronic access and assign a username and temporary password to each user. The Clerk agrees to provide reasonable email consultation ([SCLSUBSCRIPTIONS@snoco.org](mailto:SCLSUBSCRIPTIONS@snoco.org)) 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.
  17. I understand and agree that Clerk assistance will only be available Monday through Friday, from 7:00 a.m. to 12:00 p.m. and 12:45 p.m. to 4:00 p.m. with the exception of holidays observed by the Clerk.
  18. 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.
  19. 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 electronic document management system.

**SUBSCRIPTION AGREEMENT TERMS AND CONDITIONS ACKNOWLEDGEMENT AND ACCEPTANCE**

Employer/Business Name: Puget Sound Clean Air Agency Phone# (206) 343-8800

Company Officer Name: Jennifer A. Dold Title: Attorney Signature: \_\_\_\_\_

Business Mailing Address: 1904 3rd Avenue, Suite 105 Seattle, WA 98101

Subscriber Printed Name: Charly M. McCreary

Subscriber Signature: Charly McCreary Date: 6/18/13  
First MI Last

Subscriber E-Mail address: charlym@psccleanair.org

Snohomish County Clerk Signature: Kathleen A. Gunn Date: 6-21-13

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

FOR CLERK'S OFFICE ADMINISTRATIVE USE			
Date Received: <u>  /  /  </u>			By:
Date Rec'vd by Admin: <u>6/18/13</u>	<u>created</u> <u>6/21/13</u>		By:

*PSCCMM*