

**OFFICER of the COURT REMOTE ACCESS (OCRA)
SUBSCRIBER AGREEMENT
PULASKI COUNTY CIRCUIT COURT CASE IMAGING SYSTEM**

This Agreement (“Agreement”) is entered into this _____ day of _____, 2024, by and between the Pulaski County Circuit Court Clerk’s Office (Clerk’s Office) and _____ (Subscriber).

1. Terms of Agreement

It is the intent of both parties to participate in Office of the Court Remote Access (OCRA) to certain Pulaski County Circuit Court Clerk’s Office civil and criminal case file records stored in the Supreme Court of Virginia’s Case Imaging System (CIS) to commence on the day the User ID and Password are assigned and access to OCRA is activated and to continue until terminated as provided herein.

2. Subscriber Options

The Clerk provides one subscriber option: An online database system providing “inquiry only” access to all currently scanned circuit court criminal and civil cases, except those cases or parts of cases that are Restricted, Confidential or Sealed.

3. Days and Hours of Operation

Access will generally be available seven days a week, twenty-four hours a day, including holidays, except during periods:

- a. of preventive and remedial maintenance,
- b. of operational issues beyond the control of the Clerk’s Office,
- c. when intrusions against security are being remedied, and
- d. natural disasters or other acts of nature

4. Fees

Unless the Subscriber is employed by an authorized governmental agency, the fee for service is \$200.00 per year per attorney, \$75.00 per year per staff member supervised by an attorney and is only available as a one-year subscription.

Payment of the subscription fee shall be made by check made payable to Pulaski County Circuit Court Clerk. If payment is not received by the due date, the Clerk’s Office reserves the right to suspend or terminate service; however, if suspended or terminated, the Subscriber is not relieved from the obligations set forth in this agreement, up to and including the date upon which the service is discontinued.

Fees are charged at the discretion of the Clerk’s Office. All fees are subject to change.

5. Services

The Clerk will provide Subscribers with “inquiry only” access to all currently scanned court case documents in its CIS except for those case files or parts of case files that are marked Confidential, Restricted or Sealed. The servers that store the programs and data are maintained and managed by the Supreme Court of Virginia. The Clerk will assume responsibility for:

- a. Providing the Subscriber with the current OCRA link on the Circuit Court Clerk's Web Page at <http://www.pulaskicounty.org/courts.html> or <https://cisweb.courts.state.va.us/Ocra/login/822625/a.html>
- b. Providing the Subscriber with limited consultation on specific problems that arise in the use of OCRA. The Clerk does not guarantee consultation results nor warrant or represent that all errors or problems will be corrected.
- c. Limited customer support is only available Monday through Friday 8:30 AM to 4:30PM excluding Pulaski Circuit Court holidays.

For questions regarding your account, subscriber fees or Subscribers, please contact the Clerk's Office at 540-980-7825.

6. Subscriber's Obligations

- a. It is the responsibility of the Subscriber to purchase computer hardware and software and/or make modifications to their existing equipment that are necessary for the Subscriber to access OCRA.
- b. The Subscriber is responsible for ensuring that OCRA is used in a proper and legal manner. If the Subscriber is convicted of a crime, including, but not limited to a violation of the Virginia Computer Crimes Act (Sec 18.2-152.1) of the Code of Virginia) arising out of the use of OCRA, such conviction shall constitute a material breach of this Agreement, and the Clerk's Office shall have the right to terminate this Agreement immediately. Nothing herein shall be construed as prohibiting the Clerk's Office from pursuing any other remedy available to it for such breach.
- c. The Subscriber is responsible for ensuring that unauthorized personnel do not use any of the Subscriber's account. Unauthorized personnel, for the purposes of this contract shall be any person whom the Clerk's Office has not granted Subscriber's account for any reason. The Subscriber may NOT share passwords or login credentials with anyone for any reason. Access is STRICTLY one Username login for one Subscriber.
- d. Information accessed from OCRA is solely for the use of the Subscriber in the ordinary course of their business as provided by Virginia Code Section 17.1-293. Subscriber has a duty to bring to the Clerk's attention any errors or omissions in the scanned court documents. Notification can be made by calling the Clerk's office at 540-980-7825.
- e. The Subscriber shall not permit any data accessed through OCRA to be sold or posted on any other Internet website or in any way redistributed to any third party, and the Clerk reserves the discretion to deny secure remote access to ensure compliance with this provision.
- f. The Subscriber is responsible for ensuring the security of the Subscriber's assigned username and password. If at any time the Subscriber has knowledge of

compromised security of Subscriber's access credentials, Subscriber will IMMEDIATELY notify the Clerk by telephone at 540-980-7825.

- g. Supervising attorneys shall timely report termination of employment of any Subscriber under their supervision. Reporting shall be made within 7 days of Subscriber termination.
- h. Subscribers shall be responsible for reporting any change in the information provided in the OCRA application.

7. Limitation of Liability

- a. It is acknowledged by the Subscriber that the County of Pulaski and its Board of Supervisors, employees or agents, volunteers or servants, are not a party to the Agreement and that the County of Pulaski shall incur no liability hereunder.
- b. The Subscriber relieves and releases all of the following: (1) the Clerk's Office and its Clerk, deputy clerks, employees or agents, (2) the County Board of Supervisors, officers and their deputies, employees and agents, (3) the Supreme Court of Virginia, Office of the Executive Secretary and its employees and agents:
 - i. from liability for any and all damages resulting from interruption of service of any kind, and
 - ii. from liability for any and all damages resulting from incorrect data, or any other misinformation accessed from this service, and
 - iii. from liability for any and all damages resulting from a claim of negligence or lost profits resulting from any claim or demand against the Subscriber by any other party, and
 - iv. from liability for any consequential damages even if any of the aforementioned releasees have been advised of the possibility of such damages.
- c. The information or data accessed by Subscribers may not be the official government record required by law. In order to assure the accuracy of the data or information, Subscribers should consult the official government record.
- d. Nothing in this agreement shall be construed as waiving the sovereign or governmental immunity of the Clerk of the Circuit Court of Pulaski County, the Board of Supervisors, or their respective officers, deputy clerks, employees, or agents.

8. Warranties

The Clerk's Office, its officials, employees, volunteers, servants or agents neither expressly nor impliedly warrant that the information or data accessed by the Subscriber is accurate or correct. There are no expressed or implied warranties in connection with this service.

9. Assignment

The Subscriber agrees not to assign any right or interest in this Agreement. Any attempt by this Subscriber to transfer by any means, any of the rights, duties or obligations of this Agreement shall render this Agreement null and void.

10. Governing Law/Venue

This Agreement, and any dispute arising therefrom, shall in all respects be governed by and interpreted in accordance with the applicable law of the Commonwealth of Virginia, regardless of where actually accepted or delivered. This Agreement shall be deemed to have been accepted and delivered by the parties in the Commonwealth of Virginia.

Any and all suits for any claims or for any and every breach or dispute relating to or arising out of this Agreement shall be maintained in an appropriate court of competent jurisdiction in the County of Pulaski, Virginia.

11. 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.

12. Notice

Any notice or written communication of any kind required or desired to be given or sent pursuant to the terms hereof shall be delivered in person or mailed postage prepaid by certified or registered mail, unless specifically stated herein.

13. Termination

- a. Either party may terminate this agreement without cause with fifteen days' email notice to the other.
- b. This agreement may be immediately terminated by the Clerk for Subscriber's failure to provide correct or complete information on the application, failure to comply with the terms of this agreement, failure to make payments of fees or breach of agreement. In the event of such termination, the Clerk shall notify the Subscriber by email.
- c. This agreement shall terminate immediately if the Commonwealth of Virginia or the County of Pulaski fails to appropriate and continue funding for services provided under this Agreement.
- d. In no event shall any refund of Subscriber fees be paid.

14. Definitions

- a. "Public Access" means that the public can inspect and obtain a copy of the information in the court record.
- b. "Remote Access" means that inspection can be made without the need to physically visit the courthouse where the court record is maintained.

- c. "Subscriber" means member in good standing with the Virginia State Bar and their authorized agents, pro hac vice attorneys authorized by the court for purposes of the practice of law, and governmental agencies authorized by the Clerk of a Circuit Court to have OCRA.

15. Application

The Subscriber must complete an application for OCRA. The application must be approved by the Clerk's Office before the User ID and Password will be issued.

16. Severability

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Signature of Responsible Person

DATE: _____

Printed/Typed Name

Title

PULASKI COUNTY CIRCUIT COURT CLERK'S OFFICE

Spencer A. Rygas, Clerk of Court

By: _____

DATE: _____

OCRA SUBSCRIBER APPLICATION
FOR REMOTE ACCESS TO PULASKI COUNTY CIRCUIT COURT
CASE IMAGING SYSTEM (OCRA)

PULASKI COUNTY CIRCUIT COURT CLERK'S OFFICE
SPENCER A. RYGAS, CLERK

This application must be completed by each individual user for access to case documents. A non-attorney applicant must be a directly supervised staff member of an Attorney who is an active Subscriber. The supervising Attorney must also sign this application. If you are a current subscriber to OCRA in another Circuit Court, you must furnish your user ID and Password below. The Supreme Court of Virginia only allows one username/password combination for subscribers to OCRA.

The approval of this application is at the Clerk of the Circuit Court's discretion. By signing this application, the Subscriber acknowledges and accepts the terms and conditions of the *Subscriber Agreement for Remote Access to Pulaski Circuit Court Case Imaging System* as incorporated by reference herein.

All information below is mandatory (print clearly).

CHECK ONE: NEW APPLICANT _____ RENEWAL APPLICANT _____

APPLICANT'S LAST NAME: _____

APPLICANT'S FIRST NAME: _____

CORPORATE NAME, IF APPLICABLE: _____

STREET ADDRESS: _____

CITY/STATE/ZIP: _____

PHONE NUMBER: _____

EMAIL ADDRESS: _____

VSb NUMBER OF SUPERVISING ATTORNEY OR ATTORNEY APPLICANT: (Include a copy of your Virginia State Bar card)

UNITED STATES CITIZEN: () YES () NO

NAME OF ACTIVE ATTORNEY SUBSCRIBER BY WHOM YOU ARE DIRECTLY SUPERVISED:

ARE YOU CURRENTLY SUBSCRIBED TO "OCRA" IN ANOTHER COURT? _____

IF YES PROVIDE YOUR: USER ID _____ **PASSWORD** _____

I certify that the information above is true and correct.

APPLICANT SIGNATURE:

SIGNATURE OF SUPERVISING ATTORNEY:

City / County of: _____

State of: _____

I, _____, a Notary Public or Deputy Clerk, do hereby certify that on this _____ day of _____, 20____, (Applicant)_____ personally and (Supervising attorney, if applicable) _____ appeared before me and swore and acknowledged to me that the statements contained herein are true and correct.

My Commission Expires: _____ Commission Number: _____

Print or Type Name and Phone # of Notary

Notary Public or Deputy Clerk

For use by the Circuit Court Clerk's Office Only

SUBSCRIBER ID

PASSWORD _____ EXPIRATION DATE: _____

Mail this completed application with payment and a copy of your BAR CARD, if applicable, to:

**The Honorable Spencer A. Rygas
Clerk, Pulaski County Circuit Court
Attn: OCRA Subscription
45 Third St. NW, Suite 101
Pulaski, VA 24301**

Make checks payable to: Pulaski County Circuit Clerk

The Subscriber's ID, password and expiration date with instructions will be e-mailed to you if approved.