

SCOTT CIRCUIT COURT CLERK'S OFFICE
MARK A. "BO" TAYLOR, CLERK

APPLICATION REMOTE ACCESS (OCRA)
TO SCOTT CIRCUIT COURT CASE IMAGING SYSTEM

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.

The approval of this application is at the Clerk of the Circuit Court's discretion. By signing this application, Subscriber acknowledges and accepts the terms and conditions of the *Subscriber Agreement for Remote Access to Scott 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: _____

BUSINESS NAME, IF APPLICABLE: _____

STREET ADDRESS: _____

CITY/STATE/ZIP: _____

PHONE NUMBER: _____

E-MAIL ADDRESS: _____

VSb NUMBER: _____

!!!! Include a copy of your Virginia State Bar card !!!!!

UNITED STATES CITIZEN: () YES () NO

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

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____, _____ and _____
(name of applicant) (name of supervising attorney, if applicable)

Appeared before me and swore and acknowledged to me that the statements herein are true and correct.

My Commission Expires: _____ Notary Public or Deputy Clerk

Commission Number: _____

Print or Type Name and Phone # of Notary

.....
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 you BAR CARD, if applicable to:

**Mark A. "Bo" Taylor
Scott Circuit Clerk's Office
Attn: OCRA Subscription
202 West Jackson Street, STE 102
Gate City, VA 24251**

OR

E-MAIL this completed application to botaylor@vacourts.gov or jlcampbell@vacourts.gov and mail the subscriber payment to the address above.

Make checks payable to Scott Circuit Clerk's Office

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

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**SUBSCRIBER AGREEMENT FOR REMOTE ACCESS TO
SCOTT CIRCUIT COURT
CASE IMAGING SYSTEM**

Officer of the Court Remote Access (hereinafter "OCRA")

This agreement is made and entered into by and between the Scott Circuit Court Clerk and the Subscriber. For the purposes of this Agreement, Subscriber shall include the following: a member in good standing of the Virginia State Bar, or a directly supervised staff member, a *pro hac vice* attorney authorized by the Court for purposes of the practice of law, and such governmental agencies as authorized by the Clerk.

TERMS AND CONDITIONS OF THE AGREEMENT

1. TERMS OF AGREEMENT

It is the intent of both parties to participate in Officer of the Court Remote Access (OCRA) to commence upon the day of approval by both parties and to continue until terminated as provided herein.

2. APPLICATION

An application must be completed. The application must be approved by the Clerk before the Subscriber ID and Password will be issued.

3. DEFINITIONS

- a. "Remote Access" means that inspection can be made without the need to physically visit the courthouse where the Court record is maintained.
- b. "Subscriber" means any person authorized by the Clerk of the County of Scott Circuit Court to have remote access to Court documents on its website.
- c. "Inquiry Only Access" means access to only search for, view, and print document images.
- d. "OCRA" is the Supreme Court of Virginia's (SCV) Officer of the Court Remote Access System that enables remote viewing of documents in the SCV Case Imaging System.
- e. "Clerk" shall include the County of Scott Circuit Court Clerk's Office, its deputies, employees, and agents.

4. SUBSCRIBER OPTIONS

The Clerk provides one option: access to an online database allowing inquiry-only access to currently scanned court cases.

5. DAYS AND HOURS OF OPERATION

The internet access to the Circuit Court documents will generally be available seven days a week, twenty-four hours a day, including all holidays, or otherwise at the discretion of the Clerk, except:

- a. For periods of preventative maintenance;
- b. For such other periods of remedial maintenance as may be required;
- c. For operational issues beyond the control of the Clerk's Office; and
- d. When intrusions against security are being remedied.

6. FEES

The Subscription fee is a rate of \$120.00 per year, per attorney, and \$50.00 per year for support staff member supervised by the attorney and is only available as a one-year subscription. Fees are charged at the discretion of the Clerk. Payment is due upon the issuance of the User ID and Password. The Clerk reserves the right to suspend or terminate service to the Subscriber if payment is not received. All fees are subject to change. No Refunds.

7. SERVICES

The Clerk will provide the Subscriber with “inquiry-only” access to all currently scanned court case documents in its Case Imaging System except for juvenile, adoption, and sealed cases as well as those parts of a file are marked confidential, restricted, sealed, private addendum or victim/witness. The servers that store the programs and data are maintained and managed by the Supreme Court of Virginia. The Clerk will assume responsibility for providing the Subscriber with the current OCRA link on the Clerk’s Circuit Court’s Web Page:

<https://cisweb.courts.state.va.us/Ocra/main>

And:

- a. 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 error or problems will be corrected.
- b. Limited customer support is only available Monday through Friday 8:00 a.m. to 4:30 p.m. excluding Scott Circuit Court closures.

8. SUBSCRIBER OBLIGATIONS

- a. It is the responsibility of the Subscriber to provide the computer hardware and software and/or make modifications to their existing equipment that are necessary to effect access to OCRA.
- b. Subscriber shall not use automated tools to navigate this website. Subscriber must manually enter any requests using the queries provided on the website.
- c. The subscriber is responsible for ensuring that unauthorized personnel do not use the Subscriber’s account. Unauthorized personnel for the purposes of the contract shall be any person, employee, support staff, or entity other than the Subscriber.
- d. Information accessed from OCRA is for the use of the Subscriber in the ordinary course of their business. Subscriber has a duty to bring to the Clerk’s attention any error or omissions in the currently scanned Court case documents. Notification may be by electronic mail to jlcampbell@vacourts.gov or khorton@vacourts.gov.
- e. Subscriber shall not permit any data accessed by secure remote access 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 that the use of OCRA is conducted 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 (Section 18.2-152.1 of the Code of Virginia), arising out of their use of OCRA, the Clerk shall have the right to terminate this Agreement immediately with no refund. This shall

not be construed as prohibiting the Clerk from pursuing any other remedy available to it for such breach.

- g. 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 in writing.
- h. The Subscriber may NOT share passwords or login credentials with anyone for any reason. Access is STRICTLY one username login for one individual Subscriber.
- i. Supervising attorneys shall be responsible for reporting termination of employment of any Subscriber under their supervision.
- j. Subscribers shall be responsible for reporting any change in the information provided in the OCRA Application.

9. LIMITATION OF LIABILITY

- a. It is acknowledged by the Subscriber that the information to be accessed through OCRA is stored and maintained in the Clerk's Office database system and that the County of Scott and its Board of Supervisors, employees, or agents, volunteers or servants are not a party to the Agreement and that the County of Scott shall incur no liability hereunder.
- b. The Subscriber hereby relieves and release the Clerk's Office and its Clerk, deputy clerks, employees or agents from liability for nay and all damages resulting from the use of this service or interrupted service of any kind. The Subscriber further relieves and releases the Board of Supervisors, or their respective officers, deputy clerks, employees, or agents from liability for any and all damages resulting from the use of this service or interrupted service of any kind.
- c. The Subscriber hereby relieves, releases, indemnifies and hold harmless the Clerk of the Circuit Court of Scott County, the Board of Supervisors, or their respective officers, deputy clerks, employees, or agents from liability for any and all damages resulting from incorrect data, or any misinformation accessed from this service.
- d. The Subscriber agrees that the Clerk shall not be liable for negligence or lost profits, resulting from any claim or demand against the Subscriber by any other party.
- e. In no event will the Clerk be liable for consequential damages even if he Clerk has been advised of the possibility of such damages.
- f. It is acknowledged by the Subscriber that the County of Scott, its Board members, officers and their deputies, employees or agents are not a party to this Agreement ant that the County shall incur no liability hereunder.
- g. This Agreement creates no rights or privileges that are enforceable by anyone not a party to this Agreement.
- h. The Subscriber also relieves and releases the Office of the Executive Secretary, Supreme Court of Virginia, employees and agents from liability for any and all damages resulting from interrupted service of any kind, any and all damage resulting from incorrect data or other misinformation accessed from this service, or any claim or demand against the subscriber by any other party.

- i. The information or data accessed by Subscriber may or may not be the official governmental record required by law. In order to assure the accuracy of the date or information, the Subscriber should consult the official governmental record.
- j. Nothing in this agreement shall be construed as waiving the sovereign or governmental immunity of the Clerk of the Circuit Court of Scott County, the Board of Supervisors, or their respective officers, deputy clerks, employees, or agents.

10. WARRANTIES

Neither the Clerk, deputy clerks, employees, volunteers, servants, or agents, nor the County of Lee, its Board members, officers and their deputies, employees or agents expressly or impliedly warrant that the information or data accessed by Subscriber is accurate or correct. There are no expressed or implied warranties in connection with this service.

11. ASSIGNMENT

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

12. GOVERNING LAW

This Agreement and/or any dispute arising there from 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 arising out of this Agreement shall be maintained in the appropriate court of competent jurisdiction in the County of Scott, Virginia.

13. 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. The Clerk may change the Agreement terms, at any time for any reason. If the Clerk changes the terms of the Agreement, Subscriber will receive notice and have the right to terminate this Agreement.

14. NOTICE

Any notice or written communication of any kind required or desired to be given or sent pursuant to the terms hereon shall be delivered in person, mailed postage prepaid by certified or registered mail, or mailed electronically, unless otherwise specifically state herein. Any email notices specified in this Agreement shall be to the email address provided by the Subscriber in the application form, or if to the Clerk, to botaylor@vacourts.gov or jlcampbell@vacourts.gov.

15. TERMINATION

- a. This Agreement may be terminated without cause by either party on fifteen (15) days written notice to the other. Subscriber remains responsible for payment of fees for services rendered or obligations incurred.

- b. This Agreement may be terminated immediately by the Clerk for Subscriber's failure to comply with the terms of this Agreement, failure to make payments of charges or breach of Agreement.
- c. This Agreement shall terminate immediately if the Commonwealth of Virginia or the County of Scott fails to appropriate and continue funding for the services provided under this Agreement.
- d. In no event shall any refund of Subscriber fees be paid.

16. 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.

17. SERVERABILITY

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 shall continue in full force and effect.

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

Signature

Date

Printed/Typed Name

Title

MARK A. "BO" TAYLOR, CLERK
SCOTT COUNTY CIRCUIT COURT CLERK

By: _____

Date: _____