



PACIFIC COUNTY COURTHOUSE  
National Historic Site  
South Bend, Washington

## Pacific County Clerk

Emma Rose

County Clerk and Ex-Officio Clerk of the Superior Court

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[clerk@co.pacific.wa.us](mailto:clerk@co.pacific.wa.us) • 360-875-9320 • [pacificcountyclerk.com](http://pacificcountyclerk.com)

### Pacific County Clerk Odyssey 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 for 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 are prohibited from sharing user id's 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.
- Payment for the annual fee can be made by check or credit card. Checks should be made payable to the Pacific County Clerk and accompany the proper paperwork to complete request.
- Submit the following:
  - **Subscription Agreement Terms and Conditions Acknowledgement and Acceptance** (*signed by the Subscriber and the Clerk*)
  - **Master Registration Form** (*signed by the Subscriber*)
  - **Confidential Agreement form** (*signed by the Subscriber, any other user listed on the Master Registration Form and the Clerk*)
  - **Annual fee** based on number of users listed below

#### Submit the above to:

**Emma Rose**  
Pacific County Clerk  
PO Box 67  
South Bend, WA 98586

Or by Email to: [clerk@co.pacific.wa.us](mailto:clerk@co.pacific.wa.us)

Applications will be processed upon receipt. Each user will receive an email confirmation with a link to finalize the account set up. The User Name for each person is the email address supplied on the Master Registration Form.

Subscription fee is based on the calendar year and must be paid annually in accordance with the fee schedule listed below:

<b>Company/Firm/Division Size</b>	<b>Annual Fee</b>
1-3 total employees of the firm	\$100
4-6 total employees of the firm	\$250
7-10 total employees of the firm	\$500
11-20 total employees of the firm	\$600
21+ total employees of the firm	\$900

You may pay by business check to the Pacific County Clerk, or you may pay online via our website [pacificcountyclerk.com](http://pacificcountyclerk.com) (service fee paid to company: \$2.00 per transaction). Please include proof of online payment.

Adding or Deleting Odyssey Portal Users:

Complete the 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 user must be mailed/delivered to the Pacific County Clerk with the Modify Master Registration Form. All changes are to be reported within 5 business days.

## Pacific County Clerk Odyssey Portal Registration

### 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.

Subscription fee is based on the calendar year and must be paid annually in accordance with the fee schedule listed below:

<b>Company/Firm/Division Size</b>	<b>Annual Fee</b>
1-3 total employees of the firm	\$100
4-6 total employees of the firm	\$250
7-10 total employees of the firm	\$500
11-20 total employees of the firm	\$600
21+ total employees of the firm	\$900

You may pay by business check to the Pacific County Clerk, or you may pay online at [pacificcountyclerk.com](http://pacificcountyclerk.com) (service fee paid to company: minimum of \$1.00 or two and one-half percent, 2.5% of transaction amount, whichever is less). Please include proof of online payment.

The Clerk reserves the right to change the subscription fee and/or 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 shall not disseminate my user name and/or password issued by the Washington State Administrative Office of the Courts (AOC) and further understand and agree that the Username and password are the use by the undersigned Subscriber.

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 other of, 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, agents and 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 a 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 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.
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 I shall not reproduce, distribute or disseminate the data and/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 record; 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 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 use 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 AOC. The Clerk will make every attempt to provide advance notice of scheduled maintenance, with routine maintenance 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, intrusion 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 the AOC, set up electronic access and assign a username; each user must provide a unique email address. Each user is responsible for setting up and retaining their password and security questions.

18. The Clerk agrees to provide reasonable email consultation ([erose@co.pacific.wa.us](mailto:erose@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. Odyssey Portal Technical assistance contact information is available on the Odyssey Portal homepage: <https://odysseyportal.courts.wa.gov/odyportal>

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: \_\_\_\_\_

Firm Address: \_\_\_\_\_ City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_ Firm Phone # \_\_\_\_\_

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

Subscriber Printed Name: \_\_\_\_\_

Subscriber Email Address: \_\_\_\_\_  
(Each person must provide a unique email address)

Subscriber Phone Number: \_\_\_\_\_  
(Must be unique for use with Dual Factor Authentication)

Pacific County Clerk: \_\_\_\_\_ Date: \_\_\_\_\_

**PAYMENT INFORMATION**

Each user shall sign and return a subscription agreement and confidentiality agreement(s) with the correct payment to the Pacific County Clerk either by:

1. U.S. Mail – Finance staff will accept checks, cashier’s check or money order via U.S. mail at: *Pacific County Clerk PO Box 67 South Bend, WA 98586*
2. In Person – Finance staff will accept checks, cashier’s check or money order or Credit Card forms of payment. Customers shall provide a self-addressed stamped envelope if they wish to receive a copy of the final executed agreement or receipt.
3. Credit Card Payments can be made over the phone or on our website: **[pacificcounyclerk.com](http://pacificcounyclerk.com)**.