

**JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA REQUEST

TO: Board of County Commissioners
Mark McCauley, County Administrator

FROM: Ruth Gordon, County Clerk

DATE:

August 22, 2022

SUBJECT: Criminal Records Microfilm Conversion to Digital Format, Pursuant to
Blake Decision Compliance for Cases from 1971 through 1996

STATEMENT OF ISSUE: The Supreme Court's decision in State of Washington vs. Shannon B. Blake made Washington's drug possession statutes unconstitutional, necessitating retroactive remedial actions to be taken at the trial court level, for criminal cases going back to May, 1971. Since this predates the use of computers in court management and records management there is a burden on the County Clerk to review approximately 25.5 years of microfilmed court case records to identify drug possession convictions, determine the amounts for financial refunds of fines and fees paid to the court, and inform the prosecutor and court of cases that need to be vacated. Because criminal case records prior to 1997 are not digitized and exist only on microfilm, the Administrative Office of the Courts has stated it is willing to reimburse Jefferson County for the cost of digitizing relevant microfilm to make a full review feasible.

ANALYSIS: Approximately 90 rolls of microfilm qualify as Superior Court cases from 1971 through 1996. The most cost-effective way to digitize these rolls is have them indexed only to case number, not separating the documents into individual documents. This gives reasonably efficient access to do the work required by Blake and provide future usefulness. The contract describes the method to be used on its first page. This is the industry standard. This vendor has successfully performed this service for decades. Without this conversion I can't imagine how the Clerk's office could do this research within the next few years. We need to identify the necessary refund costs so that the Legislature will appropriate sufficient funds.

FISCAL IMPACT: The estimated cost is truly approximate, as the final bill will be based on the number of images per roll and the quality of the images. Per contract, Jefferson County can anticipate receiving up to a minimum of \$160,000 reimbursement for Blake administrative costs. To the Clerk's knowledge, none of those funds have been spent. The best-guess estimate of the vendor as stated in this proposed contract to digitize is \$8,339.70. While the Clerk's budget currently shows an available balance of \$59,000.43, that is for Blake refunds, and the Clerk anticipates making a Supplemental Request for some of the \$160,000 in administrative funds to cover this project, should this contract be signed.

RECOMMENDATION: All the clerk's microfilm should be digitized for better access and so that the annual cost for the microfilm viewer will be unnecessary. This is a good opportunity to digitize approximately ¼ of our microfilm rolls and have the cost reimbursed by the State.

REVIEWED BY:

Mark McCauley, County Administrator

Date

8/11/22

SCANNING AGREEMENT

This Agreement is between Jefferson County on behalf of the **Jefferson County Clerk**, ("Client") and MODUS TECHONOGY, INC. ("Modus"). The purpose of this Agreement is to create a business relationship wherein Modus provides digital scanning services to Client.

1. Description of Services

Modus will provide the following scanning service(s) ("Services"):

PROJECT ASSUMPTIONS: (Case Files on 16mm Microfilm)

- *Estimated Number of Rolls – 90
- *Estimated Number of Pages Per Roll – 2,800
- *Estimated Average Pages Per File - 20
- *Estimated Number of Pages Total – 252,000
- *Estimated Number of Files – 12,600
- *Files To Be Indexed By – Twelve Digit Case Number (YY-1-000XX-X)
- *Delivered File Type – Multi-Page TIFF
- *Rolls & Scanned Data Will Be Delivered Back to Client After Scanning

STATEMENT OF WORK:

- *Boxes will be picked up at an agreed upon date and time and transported via secure Modus van where the boxes will be inducted in to our internal Project Tracking System
- *Any Leaders/Trailers That Are Too Short Will Be Lengthened at Time of Scanning
- *All pages will be scanned in grayscale at 300dpi
- *Images/Rolls That Are Found to Be of Poor Quality Will Be Manually Enhanced To Improve Image Quality
- *Scanned Case Files Will Be Separated into Individual Files and Indexed by the Case Number
- *Deliverable image file type will be TIFF
- *Scanned and Indexed Files Will Be Put on An External Hard Drive
- *All Microfilm Rolls Will Be Delivered Back to the Clerk's Office

2. Terms of Agreement

Client shall provide to Modus boxes and files for scanning on an ongoing basis as long as the services are needed. Modus shall complete the project within a mutually agreed upon time period.

3. Payment

Client shall pay fees to Modus according to the fee schedule below. Payment shall be due 30 days after each delivery of scanning images/files.

4. Indemnification

Modus shall indemnify and hold Client harmless for any and all claims for damage to property or persons, including death, which result directly from Modus' sole negligence.

5. Confidentiality

Modus shall maintain all information, data, or drawings obtained as a result of Modus' performance of Services for Client in strict confidence and Modus shall not divulge said information or data. Furthermore, Modus shall not use said information, data, or drawings except in connection with the work performed by Modus upon Client's request. This obligation of nondisclosure shall survive any termination of this agreement.

6. Deletion of Digital Files

Files will remain on Modus' servers for 90 days after delivery of scanned images. After 90 days, all data will be deleted.

7. Modification

This Agreement is the entire agreement of the parties hereto and may not be modified in its terms unless agreed to, in writing, and signed by the parties.

8. Dispute or Litigation

In the event it becomes necessary for either party to this agreement to institute an action against the other or to take any other remedial action for the enforcement of that party's rights hereunder, it is agreed the prevailing party shall be entitled to recover reasonable attorney fees in addition to costs and such other relief as may be awarded by the court. It is further agreed that the venue for said action shall be King County, State of Washington. The terms and conditions of the foregoing Agreement are accepted and approved.

9. Fee Schedule

SCANNING PRICING:

-Scanning of 16mm Microfilm Rolls	\$.015/image
-Indexing of Records Per Keystroke	\$.029/keystroke
-Image Enhancement/Cropping/File Separation (if needed)	\$ 23.95/hour
-Portable Hard drive	\$ 75.00/ea.
-Pick-Up From Location (Port Townsend, WA)	\$ 49.95/stop

-Estimated total for Scanning and Indexing Services combined: \$8,339.70 range

10. Deviations From Scope of Work:

Any significant deviations from the assumptions detailed in the Scope of Work that may affect cost or production timelines will be communicated to the Client.

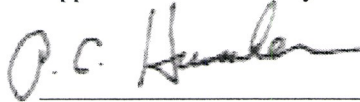
Chair of the Board of the Jefferson
County Commissioners, on behalf of
the Jefferson County Clerk

Signed: _____

Printed: _____

Date: _____

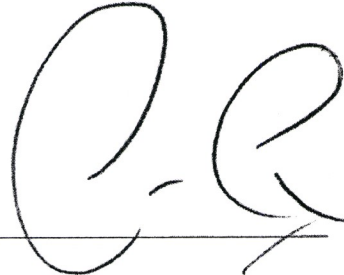
Approved as to form only:



August 7, 2022

Philip C. Hunsucker, Date
Chief Civil Deputy Prosecuting Attorney

Modus Technology, Inc.

Signed:  _____

Printed: ~~Alex Coffey~~ _____

Date: 6-21-2022