

Resolution No. _____

A resolution approving an intergovernmental agreement between the Metropolitan Government of Nashville and Davidson County, through the Davidson County Criminal Court Clerk, and the State of Tennessee, through the Tennessee Bureau of Investigation, to establish a collaborative framework for the digitization of historical criminal court records to support the enhancement and maintenance of Tennessee's Computerized Criminal History system and improve the accuracy and completeness of firearm background checks and criminal history records.

WHEREAS, the TBI has contracted with Tailored Solutions Corporation to implement a pilot project utilizing the Digital Archive System to digitize historical criminal justice records; and,

WHEREAS, the project will involve the scanning and indexing of criminal court dispositions, judgments, and other relevant records maintained by the Criminal Court Clerk for the period of approximately 1985 through 2013; and,

WHEREAS, the TBI seeks to digitize these records to improve the completeness and accessibility of criminal history information maintained within the Computerized Criminal History system; and,

WHEREAS, the scanning and indexing of the records will also assist the Criminal Court Clerk in the maintenance of its records; and,

WHEREAS, it is to the benefit of the citizens of The Metropolitan Government of Nashville and Davidson County that this agreement be approved.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. That the intergovernmental agreement between the Metropolitan Government of Nashville and Davidson County, through Criminal Court Clerk, and the State of Tennessee, through the Tennessee Bureau of Investigation, attached hereto and incorporated herein, is hereby approved.

Section 2. This resolution shall take effect from and after its adoption, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

RECOMMENDED BY:


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Howard Gentry, Criminal Court Clerk
Criminal Court Clerk of Metropolitan
Nashville and Davidson County

INTRODUCED BY:

APPROVED AS TO AVAILABILITY
OF FUNDS:

Member(s) of Council

DS
AP

Signed by:

Jenneen Reed/MJW

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Jenneen Reed, Director
Department of Finance

APPROVED AS TO FORM AND
LEGALITY:

Cynthia E. Dross

Assistant Metropolitan Attorney

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CRIMINAL COURT CLERK OF METROPOLITAN NASHVILLE AND
DAVIDSON COUNTY
AND
THE TENNESSEE BUREAU OF INVESTIGATION**

I. PURPOSE

This Memorandum of Understanding ("MOU") establishes a collaborative framework between the Criminal Court Clerk of Metropolitan Nashville and Davidson County ("CCC") and the Tennessee Bureau of Investigation ("TBI") for the digitization of historical criminal court records to support the enhancement and maintenance of Tennessee's Computerized Criminal History ("CCH") system and improve the accuracy and completeness of firearm background checks and criminal history records.

II. BACKGROUND

TBI has contracted with Tailored Solutions Corporation ("TSC") to implement a pilot project utilizing the Digital Archive System ("DAS") to digitize historical criminal justice records.

The project will involve the scanning and indexing of criminal court dispositions, judgments, and other relevant records maintained by the CCC for the period of approximately 1985 through 2013.

TBI seeks to digitize these records to improve the completeness and accessibility of criminal history information maintained within the Computerized Criminal History system.

III. RESPONSIBILITIES OF TBI AND TSC

A. Personnel and Equipment

1. TBI and/or TSC shall provide all personnel, scanning equipment, computers, software, and related materials necessary to perform the digitization activities.
2. TBI/TSC personnel shall comply with all applicable Metro facility rules, security requirements, and instructions provided by CCC staff.
3. TBI/TSC shall coordinate facility access and scheduling through Ron Jones, Metro Southeast Archive Facility Team Lead, or his designee.
4. Persons entering the Metro Southeast Archive Facility shall be directly affiliated with TBI or TSC and shall have a legitimate business purpose related to this project.

B. Record Digitization and Handling

1. TBI/TSC shall scan records solely for the purpose of supporting criminal history record maintenance and enhancement.
2. TBI/TSC shall exercise reasonable care in the handling of all records.

3. Files and documents shall be reconstructed in the manner in which they were found following document retrieval.
4. All files, folders, and archive boxes shall be returned to their proper sequential order and storage location when not actively being utilized.
5. Removal of any original records from the Metro Southeast Archive Facility by TBI or TSC personnel is strictly prohibited.
6. TBI/TSC personnel shall take reasonable measures to prevent damage, alteration, loss, destruction, or misfiling of any records.

C. Data Storage and Security

1. Digitized images shall be uploaded temporarily to TBI-managed Microsoft Azure and SharePoint environments for processing.
2. Following processing, records shall be transferred to the Digital Archive System (DAS).
3. TBI shall maintain administrative, technical, and physical safeguards designed to protect the confidentiality, integrity, and availability of all records and digitized images.
4. TBI shall notify the CCC within twenty-four (24) hours of discovering any actual or suspected unauthorized access, disclosure, compromise, loss, or security incident involving CCC records or digitized images.

D. Expungement Compliance

1. TBI shall adhere to its established DAS Expungement Workflow, attached hereto as Attachment A.
2. TBI may retain digitized records indefinitely for authorized criminal history purposes, provided that all records subject to expungement are purged and destroyed in accordance with applicable law, policy, and established TBI procedures.
3. TBI shall be responsible for ensuring that records subject to expungement are timely removed from DAS and excluded from the Computerized Criminal History system upon proper notification or receipt of an expungement order.
4. TSC shall purge and destroy any copies of records in its possession upon successful transfer of the records to DAS and completion of any necessary quality assurance processes.

IV. RESPONSIBILITIES OF THE CRIMINAL COURT CLERK

1. CCC shall provide reasonable access to archive records necessary for completion of the project.
2. CCC shall provide designated workspace within the Metro Southeast Archive Facility.
3. CCC shall provide access to available Metro public Wi-Fi resources, if needed.
4. CCC shall designate a primary point of contact for project coordination.

V. IMAGE DELIVERY TO THE CRIMINAL COURT CLERK

1. TBI shall provide the CCC with copies of all digitized images generated through this project at no cost.

2. Images shall be provided using a method approved by both parties.
3. Images shall be indexed using the following naming conventions:
 - a. By case number when a case number is identifiable on the disposition, judgment, or related record; or
 - b. By defendant's last name and year of judgment when no case number is available (e.g., Brousseau2010).
4. Images shall be provided in PDF or JPEG format and shall be scanned in a manner reasonably calculated to ensure legibility and usability.
5. CCC acknowledges that the DAS is not generated in "real time" and the final copy distributed to CCC may include information that has subsequently been modified after an image has been captured by TBI/TSC. DAS should be used as a tool to ensure accuracy of criminal history records and should not be used as a substitute for a "real time" criminal history search by the Parties.

VI. RECORD OWNERSHIP

1. All original records maintained by the Criminal Court Clerk remain the sole property of the Criminal Court Clerk.
2. All digitized images created from those records pursuant to this project shall likewise remain the property of the Criminal Court Clerk.
3. Nothing in this MOU shall be construed as transferring ownership rights in the records or images to TBI, TSC, or any third party.

VII. TERMS OF AGREEMENT

1. This MOU shall become effective upon execution by both parties.
2. TSC shall commence on-site digitization activities at the Metro Southeast Archive Facility on July 6, 2026.
3. The parties anticipate scanning approximately 300,000 images and completing the project on or before December 31, 2026.
4. Either party may terminate this MOU upon thirty (30) days written notice to the other party.
5. Upon mutual agreement of the parties, the terms of this MOU may be extended beyond December 31, 2026, to allow for the completion of project activities or other mutually beneficial purposes. Any such extension shall be memorialized in writing and signed by authorized representatives of both parties.

VIII. LIABILITY

Each party shall remain responsible for the acts and omissions of its own officers, employees, agents, contractors, and representatives to the extent provided by applicable law.

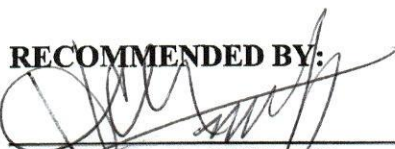
Nothing in this MOU shall be construed as a waiver of sovereign immunity, governmental immunity, or any defense available under federal, state, or local law.

IX. NO FINANCIAL OBLIGATION

Except as expressly stated herein, this MOU does not obligate either party to provide funding, compensation, reimbursement, or incur financial obligations on behalf of the other party.

X. ENTIRE AGREEMENT

This MOU represents the entire understanding between the parties concerning the subject matter herein and may be amended only through a written instrument executed by authorized representatives of both parties.

RECOMMENDED BY:


HOWARD C. GENTRY
DAVIDSON COUNTY CRIMINAL COURT CLERK



DAVID B. RAUSCH
DIRECTOR
TENNESSEE BUREAU OF INVESTIGATION

FILED IN THE OFFICE OF THE METROPLITAN CLERK:

METROPOLITAN CLERK

Date Filed: _____