

7. CONSENT AGENDA

- h. Approval of a Memorandum of understanding between the City of Sanibel and the 20th Judicial Circuit of Florida (Criminal Justice Information System) to Maintain the Sanibel Police Department electronic notification of Subpoenas and Continuance Letters through connectivity with the CJIS Notify Utility website an authorize the City Manager to execute the same.**

Memorandum of Understanding
for
Sanibel Police Department
(SPD)
and
Criminal Justice Information System
(CJIS)

Effective Date: [06-10-09]

Document Owner:	CJIS
Business Relationship Manager:	Joe Friess – CJIS Director
Business Analyst	Suzanne Kendall - Analyst

Version

Version	Date	Revision / Description	Author

CJIS Approval

(By signing below, all Approvers agree to all terms and conditions outlined in this Agreement.)

Approvers	[Title and/or Affiliation]	Approval Date

LEO Approval

(By signing below, all Approvers agree to all terms and conditions outlined in this Agreement.)

Approvers	[Title and/or Affiliation]	Approval Date
	Judith A. Zimomra, City Manager	

APPROVED AS TO FORM:


CITY ATTORNEY

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1. Agreement Overview

This Agreement represents a Service Agreement (“SA” or “Agreement”) between the Criminal Justice Information System (CJIS) group and Sanibel Police Department (LEA) for the provisioning of IT and Business services required to support and sustain the CJIS Notify Utility (CNU) website.

This Agreement remains valid until superseded by a revised agreement mutually endorsed by the stakeholders. Changes are recorded in the Amendments section of this Agreement and are effective upon mutual endorsement by the primary stakeholders. This agreement can be cancelled with a 10 day written notification by either party.

This Agreement outlines the parameters of all IT services covered as they are mutually understood by the primary stakeholders. This Agreement does not supersede current processes and procedures unless explicitly stated herein.

2. Goals & Objectives

The purpose of this Agreement is to ensure that the proper elements and commitments are in place to provide consistent IT service support and delivery to the LEA by CJIS.

The goal of this Agreement is to obtain mutual agreement for IT service provision between the CJIS Group and Law Enforcement Agency.

The objectives of this Agreement are to:

- Provide clear reference to service ownership, accountability, roles and/or responsibilities.
- Present a clear, concise description of the service provisions to the customer.
- Match perceptions of expected service provision with actual service support & delivery.

3. Stakeholders

The following Service Provider(s) and Customer(s) will be used as the basis of the Agreement and represent the primary stakeholders associated with this SA:

IT Service Provider(s): CJIS Group (“CJIS”)

IT Customer(s): Law Enforcement Agency (“LEA”)

The following stakeholders are responsible for the deployment and ongoing support of this agreement:

Stakeholder	Title / Role	Contact Information
CJIS Group	Joseph Friess / CJIS Director	239-477-2035
	Suzanne Kendall / CJIS Analyst	239-533-8415
State Attorney	Deb Stanbro / IT Director	239-533-1121
	Dawn Greene / CJIS Analyst	239-533-1017
	Lourdes Muina / CJIS Analyst	239-269-4058
Public Defender	Liz Snow / IT Director	239-533-1572
	Mary McColloch / IT Analyst	239-533-2519
Sanibel Police Department		

4. Service Environment

The following information provides detail on the users, tools, applications and/or other components supported by this SA:

User Base Description:	State Attorney and Public Defender – electronically create and publish subpoenas and continuance letters to the CJIS Notify Utility website via the Criminal Justice Information System, Law Enforcement Agency – will retrieve and acknowledge receipt of the electronic subpoenas and / or the Continuance Letters via the CJIS Notify Utility website daily but not to exceed a 5 day delay in retrieval
In-Scope Applications:	CJIS Notify Utility Website, Criminal Justice Information System
Infrastructure Services:	Connectivity to the CJIS Notify Utility website via the internet,
SA Dependencies:	Internet Connectivity; CJIS

5. Periodic Review

This Agreement should be reviewed at a minimum once per fiscal year; however, in lieu of a review during any period specified, the current Agreement will remain in effect.

The **Business Relationship Manager** (“CJIS Director”) is responsible for facilitating regular reviews of this document. Contents of this document may be amended as required, provided mutual agreement is obtained from the primary stakeholders and communicated to all

affected parties. The Document Owner will incorporate all subsequent revisions and obtain mutual agreements / approvals as required.

Business Relationship Manager: Joseph Friess
Review Period: Annually
Previous Review Date:
Next Review Date:

This Agreement will be posted to the following location and will be made accessible to all stakeholders:

Document Location: <https://www.cjis20.org/cjisnotify>

6. Service Agreement

The following detailed service parameters are the responsibility of the LEA and Service Provider in the ongoing support of this Agreement.

- 6.1. *LEA Requirements:* Sanibel Police Department responsibilities and/or requirements in support of this Agreement
 - 6.1.1. Subpoenas and/or Continuance Letters **will only** be generated and printed from within the CJIS Notify Utility web page. These documents will not be reproduced in any other way by the agency.
 - 6.1.2. Internet Access and Internet Explorer version 6.0 or greater will be utilized to access the CJIS Notify Utility Website.
 - 6.1.3. Establish procedures for daily retrieval, review, and acceptance of the Subpoenas and/or Continuance Letters published to the CJIS Notify Utility Website.
 - 6.1.4. Designate point of contact(s) for the CJIS Notify Utility in the event the website is unavailable for 24 hours or more.
 - 6.1.5. Maintain the agencies internal connectivity with the CJIS Notify Utility website.
 - 6.1.6. Contact the *CJIS Group Help Desk (239-533-8414)* immediately in the event connectivity to the CJIS Notify Utility website fails due to issues unrelated to the agencies internal connection.
 - 6.1.7. During the testing period 'Only' the original paper Subpoena's and/or Continuance letters generated by the SA and PD offices will be considered the official court record. Once testing has been completed, notification will be sent out to discontinue the paper documents generated by the SA and PD offices. At that time the CJIS Notify records will become the official court record.
 - 6.1.8. The LEA will maintain dual document processing during the testing period, this is to ensure that the amount of continuance letters received on the website matches up with the amount of paper continuance letters received by the testing agency from the SAO and /or PD office.
 - 6.1.9. The LEA is required to perform daily reporting during the testing period of the CJIS Notify Utility. This reporting will be emailed to the CJIS Group liaison (skendall@ca.cjis20.org) daily.

- 6.1.10. The agency will also be required to have the designated liaison(s) readily available for inquiries from the CJIS Group regarding the CJIS Notify Utility Website.
 - 6.1.11. A demonstration of the retrieval and reminder processes developed within the Law Enforcement Agency will be required to ensure compliance with the project standards.
 - 6.1.12. The XML format is to be used in its raw format for reporting/reminder purposes within the agencies internal Subpoena notification processes. See appendix A for A.3 XML Sample Email/ Letter Format
- 6.2. *Service Provider Requirements:* CJIS responsibilities and/or requirements in support of this Agreement include:
- 6.2.1. The CJIS Group will notify the appropriate agencies (i.e. State Attorney, Public Defender) of website outages along with the estimated time until the site is accessible again.
 - 6.2.2. The CJIS Group will notify the State Attorney and Public Defender offices when the outages have been resolved.
 - 6.2.3. The CJIS Group will establish and maintain back up procedures for the CJIS Notify Utility as directed by the disaster recovery plan.
 - 6.2.4. The SAO and PD will establish procedures for distribution of paper Subpoenas in the event the CJIS program is unavailable for disbursing Subpoenas electronically to the website or the internet/website becomes unavailable.
 - 6.2.5. The SAO and PD will notify the Law Enforcement Agencies when the decision to revert to paper has been made.
 - 6.2.6. SAO and PD will notify the Law Enforcement Agencies when the outage has been resolved (if outage is 24 hours or more)
 - 6.2.7. SAO and PD are required to perform daily reporting during the testing period of the CJIS Notify Utility. This reporting will be emailed to the CJIS Group liaison (skendall@ca.cjis20.org) daily.
 - 6.2.8. SAO and PD will designate a liaison(s) for each agency for inquires from the CJIS Group regarding the CJIS Notify Utility Website.

6.3. Service Assumptions

Assumptions related to in-scope services and/or components include:

- 6.3.1. Services are provided to customers external to CJIS and are communicated through one or more assigned Business Relationship Manager(s).
- 6.3.2. Changes to services will be communicated and documented to all stakeholders.

7. Service Management

Effective support of in-scope services is a result of maintaining consistent service levels. The following sections provide relevant details on service availability, monitoring, measurement and reporting of in-scope services and related components.

7.1. Service Availability

Coverage parameters specific to the service(s) covered in this Agreement are as follows:

Production Computing Environment

System Update Window (transfer of data run daily and new Subpoena / Continuance Letter generation)	Monday thru Saturday, 1:00 am to 3:00 am. U.S. Eastern Time (an email notification will be disbursed prior to this event)
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7.2. Service Maintenance

All services and/or related components require regularly scheduled maintenance ("Maintenance Window") in order to meet established service levels. The applications may be unavailable for normal user interaction during the following locations and timeframes: (an email notification will be disbursed prior to this event)

Application(s): CJIS Notify Utility Website <https://www.cjis20.org/cjisnotify>
Timeframe(s): Sunday thru Saturday from 6:00 am to 7:00 am

Time EST	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Begin	6:00 AM	6:00 AM	6:00 AM	6:00 AM	6:00 AM	6:00 AM	6:00 AM
End	7:00 AM	7:00 AM	7:00 AM	7:00 AM	7:00 AM	7:00 AM	7:00 AM

7.3. Availability Restrictions

If system will be unavailable for any maintenance beyond the above schedule, an email notification to all participants will be sent out at least 24 hours prior to the maintenance start time.

7.4. Service Requests

In support of services outlined in this Agreement, the Service Provider will respond to service related incidents and/or requests submitted by the Customer within the following time frames: .

- One (1) hours (during business hours) for issues classified as **High** priority..
- Eight (8) hours (during business hours) for issues classified as **Low** priority.
- Twenty Four (24) hours (during business hours) for a general service **Request**.

Appendix A: Associated Policies, Processes and Procedures

A.1 Web Site Instructions

See Attached Document

A.2 XML Format

The following is an example of the XML file available for download within the CJIS Notification Website.

```
<?xml version="1.0" ?>
<Subpoena>
<Case>
<SubpoenaID>131896</SubpoenaID>
<CaseNumber>08-027348MM</CaseNumber>
<CaseID>1376573</CaseID>
<Defendant>STARN, SABRINA ANN</Defendant>
<Witness>Vallie D. Arvin</Witness>
<Street>Lee County Sheriff's Office</Street>
<City>Fort Myers</City>
<State>FL</State>
<ZipCode>33912</ZipCode>
<County>LEE</County>
<TrialType>T</TrialType>
<ReportNumber>08-484265</ReportNumber>
<Attorney>Marilla Shoemaker Pauly</Attorney>
<Judge>Tara Pascotto Paluck</Judge>
<CourtRoom>Courtroom F</CourtRoom>
<CourtDate>2/4/2009 8:30:00 AM</CourtDate>
<CourtTime>08:30</CourtTime>
<SubpDate>12/17/2008 3:43:30 PM</SubpDate>
<Agency>SPD</Agency>
<BadgeNumber>00098070</BadgeNumber>
<Officer>ARVIN, VALLIE D.</Officer>
<RelIDOfficer>8035810</RelIDOfficer>
<DucesText />
<DucesName />
<Accepted>0</Accepted>
<Returned>0</Returned>
<HearingType>Trial</HearingType>
<ConsCaseNo>08-MM-027348</ConsCaseNo>
<OfficeCode>SA</OfficeCode>
<CourtType>COUNTY</CourtType>
<CaseType>MM</CaseType>
<WM_Phone1>(239) 533-1300</WM_Phone1>
<WM_Phone2 />
<SubjectLine>Appearance for Trial</SubjectLine>
<WitnessText />
<DownloadDate>12/18/2008</DownloadDate>
```

A.3 XML Sample Email/ Letter Format

This is an example of the email to be utilized for notifying the officers electronically of the subpoena.

Email body to contain the following filed names and data:

“Subject: <SubjectLine> **Mandatory Appearance for Notice of Taking Deposition**

You have been electronically notified through this agency of a subpoena for appearance at a trial or hearing. The specifics of this subpoena are as follows:

Case Number: <CaseNumber> **08-507702CT /**
Consolidated Case Number: <ConsCaseNo> **08-CT-507702 08-CT-507703**
Defendant: <Defendant> **LEON, CELSO**
County: <County> **LEE**
Judge: <Judge> **John E. Duryea**
Court Room: <CourtRoom> **Courtroom F**
Court Date: <CourtDate> **11/26/2008 8:00:00 AM**
Court Time: <CourtTime> **08:00**</CourtTime>
Additional Information: <DucesText > *(no data present for this example)*
Additional Information: <DucesName > *(no data present for this example)*
Subpoena Issued By: <OfficeCode> **SA**
Court Type: <CourtType> **COUNTY (or CIRCUIT)**

You must contact Witness Coordination Monday between 8:30 AM and 5:00 PM upon receipt of this notice, and the Friday before the above Trial date at <WM_Phone1> **(239) 533-1300** /<WM_Phone2 > *(no data present for this example)*.

If you would like a copy of this subpoena, please contact this administrator **(agencies court liaison email address and phone number)**”

A.4 Contact List

Name	Agency	Phone #	Email
Suzanne Kendall	CJIS	239-533-8415	skendall@ca.cjis20.org

Documentation: <https://www.cjis20.org/cjisnotify/documents>