TOWN OF GOLDEN BEACH, FLORIDA

RESOLUTION NO. 1941 .08

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING THE E-NOTIFY SYSTEM MEMORANDUM OF UNDERSTANDING AGREEMENT AMONG MIAMI-DADE COUNTY, THE STATE ATTORNEY'S OFFICE OF THE 11TH JUDICIAL CIRCUIT OF FLORIDA, THE CLERK OF THE COURTS 11TH JUDICIAL CIRCUIT OF FLORIDA, AND THE MIAMI-DADE COUNTY ASSOCIATION OF CHIEFS OF POLICE; PROVIDING FOR JOINDER AS A PARTICIPATING AGENCY; PROVIDING FOR IMPLEMENTATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, an E-Notify System Memorandum of Understanding Agreement (the "Agreement"), attached to this Resolution as Exhibit "A" has been entered into among Miami-Dade County, The State Attorney's Office of the 11th Judicial Circuit Of Florida, the Clerk of the Courts 11th Judicial Circuit of Florida, and the Miami-Dade County Association of Chiefs of Police; and

WHEREAS, the Town Council believes that it is in the public interest to join in and be a participating agency under the terms of the Agreement.

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AS FOLLOWS:

Section 1. Recitals Adopted. That each of the above-stated recitals is hereby adopted and confirmed.

Section 2. Agreement Approved. That the Agreement is hereby approved and the Town agrees to join in and participate as an Agency user.

Section 3. Implementation. That the Mayor and Town Manager are authorized to take any and all action which is necessary to implement this Resolution.

Section 4. **Effective Date.** That this resolution shall become effective immediately upon approval of the Town Council.

Sponsored by **Town Administration**

The Motion to adopt the foregoing Resolution was offered by Vice Mayor Rojas, seconded by Councilmember Lusskin and on roll call the following vote ensued:

Mayor Glenn Singer	Aye
Vice Mayor Amy Rojas	Aye
Councilmember Ken Bernstein	Aye
Councilmember Ben Einstein	Absent
Councilmember Judy Lusskin	Aye

PASSED AND ADOPTED by the Town Council of the Town of Golden Beach, Florida, this 26th day of August, 2008.

MAYOR GLENN SINGER

ATTEST:

ELIZABETH SEWELL
TOWN CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

STEPHEN J. HELFMAN
TOWN ATTORNEY

Miami-Dade Legislative Item
File Number: 071387

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File Number: 071387 **File Type:** Resolution **Status:** Adopted
Version: 0 **Reference:** R-709-07 **Control:** County Commission
File Name: USE & OVERSIGHT OF THE E-NOTIFY SUBPOENA **Introduced:** 5/3/2007
Requester: Enterprise Technology Services Department **Cost:** **Final Action:** 6/5/2007
Agenda Date: 6/5/2007 **Agenda Item Number:** 9A12A

Notes: EG

Title: RESOLUTION AUTHORIZING EXECUTION OF A MEMORANDUM OF UNDERSTANDING WITH THE STATE ATTORNEY'S OFFICE, PUBLIC DEFENDER'S OFFICE, CLERK OF COURTS, ADMINISTRATIVE OFFICE OF THE COURTS, AND MIAMI-DADE COUNTY ASSOCIATION OF CHIEFS OF POLICE ESTABLISHING THE TERMS FOR THE USE AND OVERSIGHT OF THE E-NOTIFY SYSTEM

Indexes: SUBPOENAS **Sponsors:** NONE
Sunset Provision: No **Effective Date:** **Expiration Date:**
Registered Lobbyist: None Listed

LEGISLATIVE HISTORY

Acting Body	Date	Agenda Item	Action	Sent To	Due Date	Returned	Pass/Fail
Board of County Commissioners	6/5/2007	9A12A	Adopted				P
Health and Public Safety Committee	5/17/2007	3D	Forwarded to BCC with a favorable recommendation				P
County Attorney	5/11/2007		Assigned	Hugo Benitez	5/11/2007		
County Attorney	5/10/2007		Assigned	County Manager's Office			
REPORT: returned							
County Manager	5/10/2007		Assigned	Ian H. Yorty		5/10/2007	
REPORT: RETURN FOR CORRECTIONS-EG							
County Manager	5/10/2007		Assigned	County Attorney		5/10/2007	
County Manager	5/3/2007		Assigned	Ian H. Yorty	5/1/2007	5/3/2007	
County Manager	5/3/2007		Assigned	County Attorney	6/5/2007		
REPORT: ETSD(HPSC-5/17/2007-MOU)							
County Manager	5/3/2007		Referred	Health and Public Safety Committee	5/17/2007		
County Attorney	5/3/2007		Assigned	Hugo Benitez		5/9/2007	

LEGISLATIVE TEXT

TITLE

RESOLUTION AUTHORIZING EXECUTION OF A MEMORANDUM OF UNDERSTANDING WITH THE STATE ATTORNEY'S OFFICE, PUBLIC DEFENDER'S OFFICE, CLERK OF COURTS, ADMINISTRATIVE OFFICE OF THE COURTS, AND MIAMI-DADE COUNTY ASSOCIATION OF CHIEFS OF POLICE ESTABLISHING THE TERMS FOR THE USE AND OVERSIGHT OF THE E-NOTIFY SYSTEM

BODY

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is corporated herein by reference,

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board authorizes the execution of a Memorandum of Understanding between Miami-Dade County, State Attorney's Office, Public Defender's Office, Clerk of the Courts, Administrative Office of the Courts, and the Miami-Dade County Association of Chiefs of Police for the use,support and oversight of the e-Notify system; authorizing the County Mayor or his designee to execute the Memorandum of Understanding on behalf of the County and to exercise all provisions contained therein, including but not limited to the execution of the E-Notify User Agreements.

HEADER
Date:

To: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners

From: George M. Burgess
County Manager

Subject: Resolution Authorizing Memorandum of Understanding for the Use and Oversight of the e-Notify Subpoena and Court Notification Management System

STAFF RECOMMENDATION
It is recommended that the Board of County Commissioners authorize the County Mayor or his designee to execute the attached Memorandum of Understanding (MOU).

The MOU establishes the terms under which Miami-Dade County (County), State Attorney's Office (SAO), Public Defender's Office (PDO), Clerk of Courts (COC), Administrative Office of the Courts (AOC), and the Miami-Dade County Association of Chiefs of Police (MDCACP) agree to use and oversee the e-Notify system for the automated management of subpoenas and court notifications for law enforcement agencies. Additionally, it establishes the terms under which the County will be responsible for the support of the e-Notify system and the MDCACP will be responsible for the yearly cost of maintaining the software license. All agencies represented by the MDCACP will have access to and use of the e-Notify system.

Scope
The participation of all affected agencies is critical to the success of the e-Notify implementation. This MOU provides the framework under which all participating agencies will work together in utilizing a single integrated system to provide consistent and efficient subpoena and court notification services to all law enforcement witnesses countywide.

Fiscal Impact/Funding Source
The County and MDCACP are partnering to share in the cost of maintaining the system, to the benefit of both parties. Under the MOU, the County will support the hardware infrastructure necessary to support the system, while MDCACP agrees to pay for application software maintenance costs, established at $30,240 per year during the first 24 months of system use. After the initial period, MDCACP will pay the actual costs to maintain the software.

Track Record/Monitor
There are no known contractual issues with any of the parties to the MOU. The MDCACP has been at the forefront of positive initiatives that provide enhanced officer safety and a higher level of protection for our visitors and citizenry. The MDCACP has been successful in encouraging the utilization of innovative crime fighting strategies, state-of-the-art technologies, and comprehensive legislative policies and in the sharing of information with member agencies.

Jeffrey Marecic, Assistant Director for the County's Enterprise Technology Services Department (ETSD), will be responsible for monitoring both this MOU, and the associated contract with Orion Communications, Inc.

MANAGER'S BACKGROUND

The County entered into a contractual agreement with Orion Communications, Inc, via contract BW8015-7/16-OTR, for a subpoena and court notification system for all law enforcement agencies within the County's jurisdiction. The MOU shall become effective upon approval by the Board and signature by all parties and will remain in force until terminated by the parties.

The e-Notify System provides an automated process that will streamline the process currently conducted by the Miami-Dade Police Department Court Services Bureau and the Clerk of Courts in the delivery and notification of subpoenas and court notifications to law enforcement witnesses. It will improve monitoring of law enforcement court-related overtime expenses and will enhance the communication among the court and law enforcement agencies. These gained efficiencies will allow for an increase in officer patrol time and improved public safety in Miami-Dade County.

The roles and responsibilities of participating parties include the following:

* All parties will provide representation on the e-Notify Steering Committee that will provide oversight for the e-Notify application and assign staff to provide the agreed upon support services.

* Miami Dade County (ETSD) will be responsible for the support of the e-Notify system and its' interfaces, software hosting

services, support of Kiosk equipment, disaster recovery and the contract with the vendor in consultation with the e-Notify Steering Committee

* The State Attorney's Office (SAO) and Public Defender's Office (PDO) will send through the e-Notify system all its requests for appearances of officers from the participating law enforcement agencies and any cancellations of said requests.

* The Clerk of Courts (COC) will send to the e-Notify system all trial subpoenas, court hearings and re-scheduled court appearances for officer (and other police department personnel), notifications of depositions, and notification of cancellation for officers (and other police department personnel). The COC will maintain exclusive control of all subpoena templates approved by the SAO, PDO and COC, and will be granted access to view docketed subpoenas and court notifications.

* The AOC will be granted access to view docketed subpoenas and court notifications.

* The Miami Dade County Association of Chiefs of Police (MDCACP) agencies and User Agencies will use the e-Notify system to receive and acknowledge receipt of subpoenas and court notifications, check-in and out of court using CourtTracker at the assigned kiosks. The MDCACP will be responsible for the payment of yearly software license maintenance costs.

Assistant County Manager

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MEMORANDUM OF UNDERSTANDING

THIS AGREEMENT is made and entered into this ____day of _____ 2007, by and between Miami-Dade County (MDC), Florida, the Office of the State Attorney 11th Judicial Circuit of Florida (SAO), the Office of the Public Defender 11th Judicial Circuit of Florida (PDO), the Clerk of Courts 11th Judicial Circuit of Florida Miami-Dade County (COC), Administrative Office of the Courts 11th Judicial Circuit of Florida (AOC), and the Miami-Dade County Association of Chiefs of Police (MDCACP).

WHEREAS, MDC has acquired computer software licenses for a subpoena and court notification management system from Orion Communications, Inc, via contract BW8015-7/16-OTR, hereinafter referred to as **e-Notify.**

WHEREAS, e-Notify will allow for the electronic transmission of subpoenas and court notices from the SAO, PDO, and COC to law enforcement personnel within the Eleventh Judicial Circuit.

WHEREAS, it is the intent of the parties to follow the duties and responsibilities stated within this Memorandum of Understanding (MOU).

Now THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties desiring to be legally bound, do agree as follows:

ARTICLE 1.00: Background

The current subpoena notification process is inefficient and labor intensive. The process is initiated by entries in the Miami-Dade County Criminal Justice System (CJIS), the Traffic Information System (TIS), the Parking Violation System (PVS), the SAO, or the PDO. The subpoenas initiated via CJIS or TIS are printed at Miami-Dade County's Enterprise Technology Services Department (ETSD) and delivered to the REG Justice Building (REG) for the MDPD Court Services Bureau to manually sort and distribute. The subpoenas printed from the PVS system are distributed by the Clerk of Courts Parking Violations Bureau.

E-Notify will streamline the subpoena and court notification process for the MDPD Court Services Bureau and the Clerk of Courts to deliver and document subpoenas. It will allow for the calculation of court-related overtime expenses and will enhance communication efficiency among the above-mentioned partners in the criminal justice system. E-Notify will provide a date and time stamp for event dispositions by using a check-in and a check-out process, and enhance records management, follow-up, and control by providing information and ease of access to information for supervisors and officers. The program will integrate automatically with existing systems and interfaces.

MEMORANDUM OF UNDERSTANDING

ARTICLE 2.00: E-Notify Steering Committee

E-Notify system oversight will be provided by a working group comprised of representatives from COC, ETSD, SAO, PDO, MDCACP, and AOC hereinafter called the ***e-Notify Steering Committee***. Specific functions/processes will be performed by designated decision makers whose approval will be required before any modifications or enhancements can be made that will impact any of these "owned" functions/processes.

E-Notify Steering Committee representatives will be appointed by their respective agencies, must be knowledgeable in overall agency policy and procedures, such as court and work schedules, have knowledge of the respective interfaces with e-Notify and be delegated sufficient authority to make and/or resolve operational procedures.

The e-Notify Steering Committee shall exist throughout the life of the e-Notify system. Each agency shall have the authority to replace its member at any time.

ARTICLE 3.00: Definitions

The following words and phrases when used in the Memorandum of Understanding shall have the following meanings:

"Police Administrator" shall mean the person designated by each participating Law Enforcement agency as the Police Administrator and charged with the responsibility of providing e-Notify management oversight for law enforcement personnel within each agency bureau or district. Agency level access is granted for reports, view subpoenas/notifications and notes, receive e-mail notification of escalations, leave management, and acknowledge with exception for conflicts.

"Office Administrator" shall mean the person designated by the SAO, PDO, AOC, and COC as the Office Administrator and charged with the responsibility of providing e-Notify management oversight for office personnel.

"Master Administrator" shall mean the person designated by the SAO, PDO, AOC, COC, and each participating Law Enforcement agency as the Master Administrator with the top permission level for law enforcement and court-related agencies. The Master Administrator is charged with the responsibility of setting agency specific variables within the e-Notify system, as well as administering and validating user profiles, and shall be familiar with the agencies' rules regarding court, work schedules, and overall organization policy and procedures. The Master Administrator is not allowed access to information for other agencies within e-Notify.

"System Administrator" shall mean the person designated by ETSD as the System Administrator with the top permission level over all law enforcement and court agencies and is charged with the responsibility of granting permissions within the e-Notify system to set and edit variables across all agencies, archive data, administer application installation, configuration, back-up and recovery.

"Tiered Support" shall mean support provided by the stakeholders and shall consist of a three tier support program. This is intended to provide the e-Notify system end-users with appropriate access to support. The 1st, 2nd, and 3rd tier staff will work closely together and shall have the skill sets necessary to provide system support.

"1st Tier Support" shall mean support provided by Police Administrators, Office Administrators, and Master Administrators, and shall consist of the first point of contact for customer support of police, supervisors and personnel using the e-Notify system. The Police Administrator or Office Administrator will triage the issue to determine whether it is technical or operational. The Police Administrator, Office Administrators, and Master Administrator shall resolve operational issues and respond to questions concerning the use of the system. Technical issues shall be reported to ETSD customer support.

"2nd Tier Support" shall mean support provided by ETSD Customer Support and shall consist of technical issues reported that shall be triaged to determine whether the technical issue is caused by hardware housed at ETSD, network, File Transfer Protocol (FTP) or Web Services interfaces, or due to the application. Application issues shall be reported to the 3rd Tier support for vendor customer support.

"3rd Tier Support" shall mean support provided by the vendor customer support, as specified in contract BW8015-7/16-OTR Appendix G: Maintenance Agreement, and shall consist of technical issues determined to be caused by the application.

ARTICLE 4.00: Miami-Dade County Responsibilities

In connection with the performance of this MOU, ETSD shall act on behalf of the County and will be responsible for:

1. The e-Notify system and contract with the vendor in consultation with the e-Notify Steering Committee.

2. ETSD will provide representation on the e-Notify Steering Committee which shall provide oversight for the e-Notify application.

3. ETSD will support the infrastructure necessary to house the e-Notify software application. This application will be accessible to all parties governed by this MOU via the internet, while remaining inaccessible to the public.

4. ETSD will support network connectivity to the e-Notify system. It will provide support for the system including software enhancements, in cooperation with the e-Notify vendor and e-Notify Steering Committee.

5. ETSD will provide 2nd Tier service center technical support. This service shall be coordinated by the ETSD designated e-Notify System Administrator.

6. ETSD System Administrator shall set roles for the COC and AOC to access the e-Notify system to view all subpoenas/notifications issued within the system.

7. ETSD will provide maintenance for Kiosks at all main courthouse liaison locations, the SAO located at 1350 NW 12th Avenue, Miami, Florida 33126 and the PDO located at 1320 NW 14 Street, Miami, Florida 33125.

8. ETSD will develop a detailed disaster recovery plan to deal with both natural and man made disaster.

9. ETSD will maintain interfaces between the Criminal Justice Information System (CJIS), Traffic Information System (TIS), Parking Violation System (PVS) and e-Notify.

ARTICLE 5.00: The SAO agrees:

1. That it will provide representation on the e-Notify Steering Committee.

2. That it will acquire and pay for its own workstations, laptops, pagers, personnel, Internet connectivity/DSL services and other such types of necessary equipment to access the e-Notify system over the Web.

3. That it will interface its system such that most personnel will not need to use the e-Notify system. Personnel, who need direct access to the e-Notify system, will use the internet access and Internet Explorer version 5.0 or greater.

4. Any custom software needed to support the SAO interface with e-Notify will be maintained by the SAO.

5. That it will provide e-mail accounts and access to e-mail to SAO personnel to use the e-Notify system.

6. That it will provide personnel for train-the-trainer training conducted by the e-Notify vendor.

7. That it will provide personnel for training including administrators and supervisors in addition to other personnel likely to use the system.

8. That it will assign personnel as the designated Office Administrator(s) and Master Administrator to provide the 1st-tier support regarding the system use and operation.

9. That it will grant and maintain access to the e-Notify system for its personnel authorized by the Office Administrators. The designated Office Administrators will also manage the usage of the e-Notify system.

10. That it will send e-Notify all its requests for appearances of officers from the participating law enforcement agencies and any cancellations of said requests.

11. That it will send subpoenas and notices of deposition in compliance with the time and work schedule requirements of Florida Statutes Section 48.031(4)(a), or unless otherwise ordered by the courts, on a case-by-case basis.

ARTICLE 6.00: The PDO agrees:

1. That it will provide representation on the e-Notify Steering Committee.

2. That it will acquire and pay for its own workstations, laptops, pagers, personnel, Internet connectivity/DSL services and other such types of necessary equipment to access the e-Notify system over the Web.

3. That it will interface its system such that most personnel will not need to use the e-Notify system. Personnel, who need direct access to the e-Notify system, will use the internet access and Internet Explorer version 5.0 or greater.

4. Any custom software needed to support the PDO interface with e-Notify will be maintained by the PDO.

5. That it will provide e-mail accounts and access e-mail to PDO personnel to use the e-Notify system.

6. That it will provide personnel for train-the-trainer training conducted by the e-Notify vendor.

7. That it will provide personnel for training including administrators and supervisors in addition to other personnel likely to use the system.

8. That it will assign personnel as the designated Office Administrator(s) and Master Administrator to provide the 1st-tier support regarding the system use and operation.

9. That it will grant and maintain access to the e-Notify system for its personnel authorized by its Office Administrators. The designated Office Administrators will also manage the usage of the e-Notify system.

10. That it will send e-Notify all its requests for appearances of officers from the participating law enforcement agencies and any cancellations of said requests.

11. That it will send subpoenas and notices of deposition in compliance with the time and work schedule requirements of Florida Statutes Section 48.031(4)(a), or unless otherwise ordered by the courts, on a case-by-case basis.

ARTICLE 7.00: The COC agrees:

1. That it will provide representation on the e-Notify Steering Committee.

2. That it will interface its system such that most personnel will not need to use the e-Notify. Personnel, who need direct access to the e-Notify, will use the internet access and Internet Explorer version 5.0 or greater.

3. That it will assign personnel as the designated Office Administrator to provide the 1st-tier support regarding the system use and operation.

4. That it will maintain exclusive control of all subpoena templates approved by the SAO, PDO and COC.

5. That it will continue all docketing and filing procedures. It will also provide paper copies of subpoenas and notices of deposition from e-Notify when specifically requested to do so by a court, the SAO, and the PDO.

6. That it will grant and maintain access to the e-Notify system for its personnel authorized by its Office Administrators. The designated Office Administrators will also manage the usage of the e-Notify system.

7. That it will send to e-Notify all trial subpoenas, court hearings and re-scheduled court appearances for officer (and other police department personnel), notifications of depositions, and notification of cancellation for officers (and other police department personnel).

ARTICLE 8.00: The AOC agrees:

1. That it will provide representation on the e-Notify Steering Committee.

2. Personnel, who need direct access to the e-Notify, will use the internet access and Internet Explorer version 5.0 or greater.

3. That it will assign personnel as the designated Office Administrator to provide the 1st-tier support regarding the system use and operation.

4. That it will grant and maintain access to the e-Notify system for its personnel authorized by its Office Administrators. The designated Office Administrators will also manage the usage of the e-Notify system.

ARTICLE 9.00: MDCACP and User Agencies.

1. The MDCACP will provide representation on the e-Notify Steering Committee.

2. The MDCACP will pay to MDC $30,240 each year for the use of e-Notify services. MDCACP shall also pay any additional maintenance costs that may arise from changes in software maintenance agreements under Contract BW8015-7/16-OTR. In the event that MDCACP does not agree to pay additional maintenance costs as stated in the preceding sentence, this agreement shall be terminated as provided in Article 12. The first payment by the MDCACP shall be made to MDC no later than the 1st day of the 12th month after the date the system becomes usable by at least one subpoena/notification receiving entity within the MDCACP. Subsequent payments shall be made no later than 12 months after the prior payment. In the event that this Agreement is terminated as provided in Article 12, the MDCACP shall, on a pro rata basis, pay for services through the date of termination of the Agreement.

   The agreement to pay actual maintenance costs on an annual basis, as stated in the preceding paragraph, shall remain in effect until Contract BW8015-7/16-OTR between MDC and Orion Communications, Inc. is terminated or expires, whichever date shall occur first. In the event that contract BW8015-7/16-OTR is terminated or expires, the MDCACP shall, on a pro rata basis, pay for services through the date of termination of Contract BW8015-7/16-OTR. Thereafter, MDCACP will pay to MDC on an annual basis a sum equivalent to the actual cost to maintain the e-Notify system. In the event that MDCACP does not agree to pay actual maintenance costs as stated in the preceding sentence, this agreement shall be terminated as provided in Article 12.

3. MDCACP shall use its best efforts to ensure that agencies under the MDCACP (hereinafter "MDCACP User Agencies") comply with the following user requirements:

   A. Each MDCACP User Agency shall acquire its own workstations, laptops, pagers, Internet connectivity/DSL services and other such types of equipment appropriate for their business processes to access the e-Notify system over the Web;

   B. Each MDCACP User Agency shall provide their respective personnel, who will use the e-Notify system, with internet access using Internet Explorer Version 5.0 or greater;

   C. Each MDCACP User Agency shall provide e-mail accounts and the ability to access e-mail, to their respective personnel who will use the e-Notify system;

   D. Each MDCACP User Agency shall authorize personnel for train-the-trainer training conducted by the e-Notify vendor.

   E. Each MDCACP User Agency shall authorize personnel for training including administrators and supervisors in addition to other personnel assigned to use the system.

F. Each MDCACP User Agency shall grant and maintain access to the e-Notify system for its personnel authorized by designated Master and Police Administrators.

G. Master and Police Administrators within each MDCACP User Agency will be trained by the e-Notify vendor to provide 1st-tier support for end-user and operational issues.

H. Each MDCACP User Agency shall agree that successful entry of a subpoena or notice of deposition in e-Notify by an agency constitutes delivery and proper service under Florida Statute Section 48.031(4) (a). By agreeing to this, however, each MDCACP User Agency is in no way waiving any of its legal rights to reject service for any of the reasons listed in Florida Statutes, Section 48.031(4)(a)(1)-(3).

I. Each MDCACP User Agency shall provide written notice and obtain written consent of its individual officers and employees as to their responsibilities for e-Notify outlined herein.

J. Each MDCACP User Agency shall agree, at a minimum, to abide by the below listed procedures, unless the agency adopts procedures that are equivalent to or more stringent then those listed below.

a. Acceptance of Subpoenas and Court Notices:

Employees will have an option as to how they check for subpoenas or court notices via their respective e-mail system or direct log-in into the e-Notify system. Employees issued a laptop or assigned a computer will utilize their assigned computer to check for subpoenas and/or court notices twice during their regular scheduled work day (at the beginning and prior to the end of their shift). Employees who do not have a computer assigned to them will utilize a computer with internet access designated for this purpose by the respective agency.

1. Acknowledgement of agency subpoena and court notices:

When an employee checks the Agency's e-mail system while on duty and determines that he or she has an e-mail notifying of the existence of a subpoena or court notice, the employee must directly log onto the e-Notify system to acknowledge and receive the subpoena or court notice. If the employee chooses, he or she could directly log onto the e-Notify via the Internet. If there is a subpoena or court notices, the employee will then be required to acknowledge and receive the subpoena or court notices, and attend the hearing as scheduled.

2. Conflict Exception Procedure:

If the employee discovers that there is a personal conflict with a scheduled date, the employee must contact his or her immediate supervisor. If the immediate supervisor is not available, the employee shall contact a supervisor in his or her current place of assignment and explain the situation. If the supervisor determines that there is a valid reason for the employee to be excused from court or proceedings, the supervisor will then be required to log onto the system, acknowledging and receiving the subpoena or court notice with exception. The supervisor will then be required to enter an explanation for the employee's inability to attend court proceedings or hearing (i.e. illness, etc.). However, if the supervisor determines that the employee must still attend the scheduled date, the supervisor will direct the employee to log onto the e-Notify system to acknowledge and receive the subpoena or court notice.

3. Escalation Notification:

When a subpoena or court notice is not acknowledged by an employee, e-Notify will issue a reminder e-mail to the employee every three days. If the employee fails to acknowledge the subpoena or court notice, e-Notify will escalate the notification to supervisors along the employee's chain-of-command. The escalation progression is configurable for each agency. The recommended progression is as follows:

At 9 days before the court date or hearing—escalation is forwarded to the immediate supervisor.

At 7 days before the court date or hearing—escalation is forwarded to the 2nd level supervisor (i.e. Lieutenant or Equivalent).

At 5 days before the court date or hearing—escalation is forwarded to the 3rd level supervisor (i.e. Captain or Equivalent).

At 3 days before the court date or hearing—escalation is forwarded to the 4th level supervisor (i.e. Major or Equivalent).

All supervisors must remind their personnel to check for subpoenas and court notices daily (each of the employee's working days). Supervisors should avoid allowing the escalation feature of the program to begin its process of notification by continually reminding their subordinates to check e-Notify daily (each of the subordinate's working days) as instructed. The mere acknowledgement of the escalation does not acknowledge receiving the subpoena or court notice, it merely informs interested parties that the supervisor is aware of the problem and will address it with their subordinate.

However, in the event that the escalation process begins, the first supervisor receiving the escalation notification must take one of the below steps to satisfy the process. The supervisor should instruct the concerned employee to log onto the e-Notify system and acknowledge and receive the subpoena or court notice. The supervisor shall acknowledge and receive the subpoena or court notice on behalf of the employee and personally hand deliver or verbally notify the employee of the subpoena or court notice. Supervisors, who acknowledge a subpoena or court notice on behalf of a subordinate, will be held accountable for notifying the subordinate of the subpoena or court notice. If the subordinate is unable to attend court, the supervisor will be required to acknowledge and receive the subpoena or court notice with exception. To do so, the supervisor will be required to write an explanation for the employee's inability to attend court or proceedings (i.e. illness, sickness, etc.).

b. Checking in and out of Court:

When an employee attends a related activity in response to a subpoena or court notice, the employee will be required to check in and out of court at kiosks (a check-in and-out computer station). For the check-in/out process there will be kiosks located at each of the Eleventh Judicial Circuit Court Liaison offices, as well as at the SAO and PDO. The employee will log onto the system and answer specific predetermined questions. After logging on, the employee will report to the specific courtroom or location. Employees are reminded to log in at the kiosk with sufficient time to appear in court at the designated time listed on the subpoena or court notice. At the end of the case or proceedings, the employee will return to the kiosk and check out by answering other predetermined questions related to the case. When checking out of court for the day on a case that was set for trial or motion and was continued for a future date within that same week, the officer, when signing out of the kiosk, should enter the future date and time of the reset, and print a copy of that information before leaving the courthouse as the notice for the new court date.

If the venue of the court activity proceedings is at a location other than a Miami-Dade County courthouse (i.e. deposition at the offices of a private attorney, court cases in another county), the employee should sign-in and sign-out of those proceedings utilizing their assigned laptop computer (if one is issued to the employee), or using the agency's current system.

c. Employee Inability to Appear in Court:

If an employee is unable to appear for a court activity at the date/time specified due to illness or another emergency, the employee shall contact a supervisor (sergeant or above) within his or her chain-of-command for approval. The supervisor must then log onto the e-Notify system to update the employee's subpoena or court notice with an acknowledgment with exception. The supervisor will then explain the reason why the employee is unable to attend court.

d. Leave Request:

Employee scheduling is an important component of e-Notify. When an employee requests any form of leave, the employee is required to enter such leave request in the e-Notify system. Therefore, all projected leave must be submitted utilizing e-Notify as well as each agency's current system. Employees are required to follow the steps listed below:

- The employee will enter e-Notify and submit the leave request type and start/end dates in the appropriate fields.

- The employee will then submit the request to their immediate supervisor via the e-Notify system for approval.

- The supervisor will be required to approve or disapprove the leave utilizing the e-Notify system.

If there is a conflict, (e.g., a subpoena has been issued for a date during the requested leave period) the system will prevent the employee from entering their request for leave and the employee will be unable to request the leave.

- In this case, the employee could resubmit a new request date, or consult with their immediate supervisor who will evaluate the request and make a final determination as to approving or disapproving the leave.

- If the employee's supervisor approves the leave that is in conflict with one or more subpoenas or court notices, the supervisor will be required to enter e-Notify and acknowledge with exception each subpoena or court notice.

- The supervisor will then enter the reason why the employee will not be able to attend court in the provided space. Once this is done, the supervisor could then approve the employee's leave and block the selected time frame from further subpoenas or court notices.

Until leave is approved by the employee's supervisor, the employee is expected to attend court and depositions as required. The e-Notify system does not approve or disapprove leave requests. The authority of approving or disapproving leave is granted to the employee's immediate supervisor or supervisors in the employee's chain of command. Even if leave is approved, the subpoena or officer notification is still in effect unless quashed by the court or the employee is excused by the party or court that issued the subpoena.

e. Chain-of-Command:

The identification of employees and their supervisor is a requirement for the escalation feature within the e-Notify system. In order for a supervisor to be notified that one of his or her subordinates has failed to acknowledge and receive a subpoena or court

notice, the system must contain a record of that employee's chain of command. In order to maintain the system up-to-date, supervisors of all ranks must enter the system and select the employees that immediately report to them and place them under their supervision. In other words, a sergeant will select the assigned officers who work for him or her, and place them under his command. That sergeant's lieutenant will place that sergeant and any other individuals who report to him under his chain. The captain will do the same for the lieutenants assigned to him. This procedure will continue up the chain-of-command.

Supervisors are required to keep this process updated and should do so no later than three days after an employee's transfer or detachment is effective. Whenever one or more subordinates are transferred or detached to a new assignment, the new supervisor will be required to update the e-Notify system. Supervisors will only be required to update the system with newly assigned subordinates. The previous supervisor will not be required to remove a subordinate who has left his chain of command. However, if a supervisor notices that after three days an employee who no longer reports to him or her is still showing under the old chain-of-command, that supervisor is to contact the employee's new place of assignment and request the administrative supervisor or their designee update the system. This is particularly important when it comes to employee resignation, retirement or termination.

In the event an escalation occurs during the transfer or detachment of an employee and prior to the new supervisor adding the employee to his or her squad/unit, the supervisor receiving the escalation will be required to personally notify the employee and his or her new supervisor immediately of the escalation. If the supervisor is unable to contact the employee or the new supervisor, the supervisor will be required to contact the new supervisor or designee and advise them of the escalation. It will be the responsibility of the new supervisor, the administrative supervisor or their designee to immediately transfer the employee in e-Notify to the appropriate squad/unit and to properly address the escalation of the subpoena or court notice.

f. Monitoring e-Notify:

All agencies under MDCACP will be required to select adequate personnel from their respective entity, who will be granted the role of Master Administrator to set agency specific variables and validate user profiles.

All agencies under MDCACP will be required to select adequate personnel from their respective entity, who will be granted the role of Police Administrator to monitor the system during normal business hours. This employee(s) will be responsible to monitor e-Notify for short notice notification (rush subpoenas). When a short notice notification arrives for an employee, this selected employee(s) will review this short notice notification to determine if the subpoenaed officer will have sufficient time to receive and acknowledge the subpoena or court notice. If the short notice is on one of the subpoenaed employee's day off, then one of these employee(s) will be responsible to

acknowledge the subpoena on behalf of the employee and to contact the employee of the short notice subpoena.

All agencies under MDCACP will assign personnel as the designated Agency Police Administrator to provide the 1st-tier support regarding the system use and operation.

g. Employee Contact Information:

An additional feature that allows the system to work successfully is the ability of every employee to provide contact information to everyone who utilizes the system. This is beneficial when an Assistant State Attorney needs to contact an officer that has been placed on a stand-by status for a case. When an employee receives a stand-by subpoena, he or she will not be able to acknowledge the subpoena, until they have either provided a contact number or have verified the phone numbers already in the system.

h. Employee Resignation, Termination and Retirement:

When an employee resigns, is terminated, retires or severs their employment with the agency, the agency Master Administrator will be responsible to update e-Notify. The agency will be responsible to deactivate the employee in e-Notify, enter the last day of employment (end-of-service date) and the reason for the employee being removed from e-Notify (i.e. retired, terminated, resigned, etc.) in the respective area of the program. The employee's information will never be deleted from e-Notify, he or she will just be deactivated.

4. Each User Agency (hereinafter "User Agency") shall be given access to the e-Notify system after ETSD has received from each User Agency an executed e-Notify User Agreement in substantially the form attached hereto wherein the User Agency has agreed to comply with, among other requirements, the requirements of Article 9.00. A copy of the e-Notify User Agreement is attached hereto as Attachment A.

I. Nothing in this Memorandum of Understanding prevents an attorney from filing a rule to show cause for an officer's failure to appear in court.

ARTICLE 10.00: Indemnification Clause

The County does hereby agree to indemnify and hold harmless the other parties to this MOU to the extent and within the limitations of Section 768.28, Fla. Stat., from any and all liabilities, losses and causes of action which may arise solely as a result of the negligence of the County. However nothing herein shall be deemed to indemnify the other parties to the MOU from any liability or claim arising out of the negligent performance or failure of performance of the other parties to the MOU or any unrelated third party.

The SAO does hereby agree to indemnify and hold harmless the other parties to this MOU to the extent and within the limitations of Section 768.28, Fla. Stat., from any and all

liabilities, losses and causes of action which may arise solely as a result of the negligence of the SAO. However nothing herein shall be deemed to indemnify the other parties to the MOU from any liability or claim arising out of the negligent performance or failure of performance of the other parties to the MOU or any unrelated third party.

The PDO does hereby agree to indemnify and hold harmless the other parties to this MOU to the extent and within the limitations of Section 768.28, Fla. Stat., from any and all liabilities, losses and causes of action which may arise solely as a result of the negligence of the PDO. However nothing herein shall be deemed to indemnify the other parties to the MOU from any liability or claim arising out of the negligent performance or failure of performance of the other parties to the MOU or any unrelated third party.

The COC does hereby agree to indemnify and hold harmless the other parties to this MOU to the extent and within the limitations of Section 768.28, Fla. Stat., from any and all liabilities, losses and causes of action which may arise solely as a result of the negligence of the COC. However nothing herein shall be deemed to indemnify the other parties to the MOU from any liability or claim arising out of the negligent performance or failure of performance of the other parties to the MOU or any unrelated third party.

The AOC does hereby agree to indemnify and hold harmless the other parties to this MOU to the extent and within the limitations of Section 768.28, Fla. Stat., from any and all liabilities, losses and causes of action which may arise solely as a result of the negligence of the AOC. However nothing herein shall be deemed to indemnify the other parties to the MOU from any liability or claim arising out of the negligent performance or failure of performance of the other parties to the MOU or any unrelated third party.

The MDCACP does hereby agree to indemnify and hold harmless the other parties to this MOU to the extent and within the limitations of Section 768.28, Fla. Stat., from any and all liabilities, losses and causes of action which may arise solely as a result of the negligence of the MDCACP. However nothing herein shall be deemed to indemnify the other parties to the MOU from any liability or claim arising out of the negligent performance or failure of performance of the other parties to the MOU or any unrelated third party.

ARTICLE 11.00: Special Provision

All parties agree to maintain their current subpoena system for a minimum of 90 days from the implementation date of the e-Notify system.

During the initial 90 days of using the e-Notify system the written subpoenas and notifications will print with information indicating that it is a duplicate and has also been sent via the e-Notify System. Any discrepancies between the written process and electronic process must immediately be reported to the agency Master Administrator. Each Master Administrator will compile their agency information to report to the ETSD System Administrator for resolution.

After completion of the initial 90 days of using the e-Notify system, each agency shall send their written request to stop the subpoena print process to the ETSD System Administrator.

The ETSD System Administrator will coordinate the process to cease the written process by first seeking Steering Committee approval, coordinate implementation of required changes in the CJIS, TIS and PVS systems, and entering the necessary settings within e-Notify.

ARTICLE 12.00: Term of Agreement

This MOU shall become effective upon signature by all parties and will remain in force until terminated by the parties.

ARTICLE 13.00: Termination of Agreement

Any party may terminate this Agreement by providing advance written notification ninety days prior to the termination date.

No alteration, change or modification of the terms of this MOU shall be valid unless made in writing, signed by all parties hereto, and approved by the Steering Committee.

This understanding, regardless of where executed, shall be governed by and construed according to the laws of the State of Florida and venue shall be in Miami-Dade County, Florida.

In WITNESS WHEREOF, the parties hereto are authorized to acknowledge and execute this Memorandum of Understanding on behalf of their agency this _____ day of _____ 2007.

(Signature page follows)

MEMORANDUM OF UNDERSTANDING

MIAMI-DADE COUNTY

BY: _____
George M. Burgess
County Manager
Miami-Dade County

ATTEST: _____
TITLE: Deputy Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

_____
County Attorney

CLERK OF COURTS
11TH JUDICIAL CIRCUIT OF FLORIDA
MIAMI-DADE COUNTY

BY: _____
Harvey Ruvin
Clerk of the Courts
11th Judicial Circuit of Florida
Miami-Dade County

ATTEST: Willie Mae Bethel
TITLE: Sr. Exec. Secretary to the Clerk

APPROVED AS TO FORM

_____
Counsel to the Clerk

OFFICE OF THE STATE ATTORNEY
11TH JUDICIAL CIRCUIT OF FLORIDA

BY: _____
Katherine Fernandez Rundle
State Attorney
11th Judicial Circuit of Florida

ATTEST: _____
TITLE: EXEC. SECRETARY

APPROVED AS TO FORM

_____
SAO Attorney

OFFICE OF THE PUBLIC DEFENDER
11TH JUDICIAL CIRCUIT OF FLORIDA

BY: _____
Bennett H. Brummer
Public Defender
11th Judicial Circuit of Florida

ATTEST: _____
TITLE: Admin. Secretary

APPROVED AS TO FORM

_____
PDO Attorney

MEMORANDUM OF UNDERSTANDING

MIAMI-DADE COUNTY ASSOCIATION OF CHIEF'S OF POLICE

BY: _____
Robert Parker
President of MDCACP

ATTEST: _____

TITLE: Police Legal Advisor

APPROVED AS TO FORM

_____
MDCACP Attorney

ADMINISTRATIVE OFFICE OF THE COURTS 11TH JUDICIAL CIRCUIT OF FLORIDA

BY: _____
Ruben O. Carrerou
Court Administrator

ATTEST: _____

TITLE: Administrative Assistant 3

APPROVED AS TO FORM

_____
AOC Attorney

MEMORANDUM OF UNDERSTANDING

E-NOTIFY USER AGREEMENT

Pursuant to Article 9.00, section 4 of the Memorandum of Understanding executed on _____, 2007, between Miami-Dade County, the Clerk of the Courts, the Office of the State Attorney, Administrative Office of the Courts and the Office of the Public Defender (hereinafter "MOU"), (User Agency) desires to be given access to the e-Notify system purchased by Miami-Dade County pursuant to contract BW8015-7/16-OTR between Miami-Dade County and Orion Communications, Inc. In exchange for being given a user access code to access the e-Notify system owned by Miami-Dade County, (User Agency) agrees to comply with all of the requirements contained in Article 9.00 sections 3-4 of the Memorandum of Understanding. Further, (User Agency) agrees to indemnify and hold harmless the parties to the MOU to the extent and within the limitations of Section 768.28, Fla. Stat., from any and all liabilities, losses and causes of action which may arise solely as a result of the negligence of the (User Agency). However, nothing herein shall be deemed to indemnify the parties to the MOU from any liability or claim arising out of the negligent performance or failure of performance of the parties to the MOU or any unrelated third party. This User Agreement shall become effective upon signature by Miami-Dade County and the User Agency and will remain in force until terminated by the parties. Any party may terminate this User Agreement by providing advance written notification ninety days prior to the termination date. No alteration, change or modification of the terms of this User Agreement shall be valid unless made in writing and signed by all parties hereto.

Miami-Dade County	User Agency
BY:_____ County Manager	BY: [signature]
ATTEST:_____	ATTEST: Elizabeth Sewell
TITLE:_____	TITLE: Mayor
APPROVED AS TO FORM AND LEGAL SUFFICIENCY	APPROVED AS TO FORM AND LEGAL SUFFICIENCY
_____ County Attorney	[signature] Attorney

ATTACHMENT A