



**INTERAGENCY AGREEMENT
BETWEEN
THE OFFICE OF THE STATE ATTORNEY
TWENTIETH JUDICIAL CIRCUIT
AND
SANIBEL POLICE DEPARTMENT
FOR THE ELECTRONIC TRANSMISSION OF
DIGITAL MEDIA AND CASE FILE DATA**

Effective immediately, both parties agree that the Sanibel Police Department will continue to transmit case information electronically, and the Office of the State Attorney commits to continuing to receive the information through the Document Exchange Portal.

For the Law Enforcement Agencies that do not utilize Axon/Evidence.com for their body cam/dash cam/media platforms effective May 1st 2021 the official means by which the Office of State Attorney, 20th Circuit will receive this media is through our Axon/Evidence.com account (this includes individual disk as well). We will no longer be accessing 3rd party systems to retrieve this information. Law Enforcement will be provided a logon account and training to upload the information.

It is each individual agency's responsibility to possess the hardware and software necessary to administer this policy. Appropriate and reasonable quality assurance procedures must be in place to ensure that only complete, accurate, and valid information is transmitted through these systems.

In the event of computer outage or natural disaster, the Office of the State Attorney will accept information in paper or physical format.

Both agencies are FDLE CJIS recognized Criminal Justice Agencies and attest that the information will remain confidential. Should any employee violate this confidentiality, they will be disciplined accordingly. To ensure continued access as set forth above, the designated interface agency agrees to adhere to all CJIS policies, as set forth in the CJIS Security Policy and FDLE CJIS Criminal Justice User Agreement.

Specific guidelines for electronic transmission are outlined within the policy attachment for this interagency Memorandum of Understanding.

Termination: Either party may terminate this agreement upon 30-days written notification to the other party. The participant may terminate this agreement by delivering written notice to the SAO Executive Director.

X

Amira D. Fox, State Attorney
Twentieth Judicial Circuit

Date:

X

{Law Enforcement Signee}
Sanibel Police Department

Date:

APPROVED FINANCIAL SUFFICIENCY


Steven C. Chaipel, Finance Director

APPROVED AS TO FORM:


CITY ATTORNEY



Digital Media and Case Files Transmission Policy

State Attorney's Office, 20th Judicial Circuit

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Policy Summary

This policy provides guidelines that will govern the exchange and/or transmission of digital media and case files between Law Enforcement and the 20th Judicial Circuit State Attorney's Office (SAO). In accordance with *Florida Criminal Rule of Procedure 3.115, Duties of State Attorney; Criminal Intake*, the guidelines set-forth in this policy were developed in conjunction with the *Electronic Exchange of Discovery and Case Related Materials for the Document Exchange Portal (DEP)* Memorandum of Understanding for Law Enforcement.

Organization of Digital Media and Case Files

To ensure consistency in both reference and organization, these guidelines provide standards and structure to materials submitted to the SAO for review. The aim is to ensure that individual files are immediately identifiable in relation to the corresponding case as well as for discovery purposes in the prosecution. Following the formula below guarantees the organization of digital media and case files.

1. All case files and/or media submitted to the 20th Judicial Circuit SAO must be accompanied with identifying information such as:
 - a. Law Enforcement Agency Name and Agency - Issued Number
 - b. Defendant Name(s) (if known)
 - i. Including reference to co-defendant(s) name(s) when appropriate
 - ii. Co-Defendant files should be provided together, as one submission
2. Digital Media must be organized in sub-folders based on media type or media reference-- for instance, Body Camera Videos, Witness Statements, and/or Scene Photos
 - a. Exceptions include when there are 10 files or less
 - b. Individual files within sub-folders should be free of duplication
3. Individual digital media files must include unique identifiable file names and/or numerical reference

Transmission of Case Materials and Digital Media

All case related materials should be submitted to the 20th Judicial Circuit SAO upon submission of a case review and/or arrest.

1. All files in document format (to include but not limited to case reports, affidavits and written statements) should be submitted through the Document Exchange Portal (DEP).
2. "Digital Media" such as photos, audio recorded statements, and video recordings may be submitted through the DEP, Law Enforcement Agency (LEA) established AXON account, or may be submitted through the SAO established AXON account, while adhering to the *Organization of Digital Media and Case Files* as outlined above. If avoidable and excluding the exceptions below, digital media should not be transmitted via digital disc – either CD or DVD.
3. **All Body Camera and/or In-Car Camera Videos:**
 - a. **LEA AXON Users:** such digital media must be transmitted through the LEA established AXON account

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Notification of Program Usage/ Procedure Change

It is incumbent upon each Law Enforcement Agency to notify the SAO when access to the SAO established AXON account is required to transmit digital media files, in an effort to ensure proper accounts are set up and inter-agency procedures are established. Notification must be sent to mediaevidence@sao.cjis20.org.

Document Exchange Portal (DEP)

The conditions for electronic exchange of discovery and case related materials between the SAO and all participants with the Document Exchange Portal (DEP) are outlined below. This method of delivery will be accepted by each party to meet the statutory requirements.

The conditions of the DEP Process are as follows:

- a) Guidelines for the DEP will be provided by the Criminal Justice Information System programmers.
- b) The Participants will be responsible for the creation of their user accounts and delegate accounts, deactivation of their accounts, maintenance of correct e-mail addresses for their accounts, and resetting forgotten passwords. Each Participant will be responsible for ensuring there is no unauthorized access to the DEP. Each Participant is responsible for the training requirement for their staff.
- c) Accounts that have not been used within 180 days will be deactivated.
- d) All documents sent from SAO to Participant will be available on the portal for retrieval for 30 days. If the DEP is unavailable, Parties will exchange information in an alternative method.
- e) The Participants agree to have up to-date and active anti-malware installed on their systems.
- f) Either Party may terminate this agreement by providing 30 days written notice. The Participant may terminate this agreement by delivering written notice to the SAO Executive Director.
- g) Participants agree to adhere to all CJIS policies as set forth in the CJIS Security and FDLE CJIS Criminal Justice User Agreement.
- h) Participants are FDLE CJIS recognized Criminal Justice Agencies and attest that the information will remain confidential. Should any employee violate this confidentiality, they will be disciplined accordingly.
- i) Participants agree to adopt and adhere to appropriate and reasonable quality assurance procedures to ensure only complete, accurate, and valid case information is transmitted through the document portal.
- j) The document file format preferred is PDF with DOCX as a second choice and video format preferred is MP4.
- k) In the event that case information may include items having evidentiary value by virtue of their physical state or condition, or are otherwise not suitable for electronic transmission, the SAO will accept such case information in a physical format.

Participants agree to maintain active FDLE CJIS Criminal Justice Agreements and have adopted written policies and procedures governing the use, maintenance, and protection of confidential case information. Any Participant that violate such policies and procedures are subject to appropriate agency discipline.

Training: All training to utilize the DEP will be handled by Criminal Justice Information Systems (CJIS) at CJISWEBHELP@CA.CJIS20.ORG.