



Sheriff Donald F. Eslinger

Seminole
County

An Image

Commission on Accreditation for Law Enforcement Agencies
Commission for Florida Law Enforcement Accreditation
Florida Corrections Accreditation
National Commission of Correctional Public Safety Communications Accreditation
The American Society of Crime Lab Directors

April 14, 2014

Nathan Freed Wessler
ACLU Foundation
105 Broadway St. 10th Fl.
New York, NY 10038

Mr. Wessler,

We have received your public records request dated March 19, 2014 regarding our site simulators. Enclosed are:

- FDLE ESST agreement 7 pages
 - o Redacted per Florida Statute 119.071(2)(d)

We have no other records responsive to your request.

Thank you,

Chris Hunsaker
Seminole County Sheriff's Office
407-665-6700



Florida Department of
Law Enforcement

Orlando Regional Operations Center

500 W. Reid Street
Orlando, Florida 32801-1771
1-800-226-8521
www.fdle.state.fl.us

Jeff Atwater, Chief

Gerald M. Bailey
Commissioner

June 28, 2012

April Kirsheman
Seminole County Sheriff's Office
100 Bush Street
Sanford, FL 32773

RE: Electronic Surveillance Support Team Mutual Aid Agreement

Dear Ms. Kirsheman:

I am enclosing a copy of our latest ESST Mutual Aid Agreement for 2012; the Mutual Aid Agreement will remain in effect through December 31, 2012, unless you advise otherwise.

If you have any questions, please contact me.

FDLE looks forward to working with you and Sheriff's Office in our partnership in ESST.

Sincerely,

David H. Margolis
Regional Legal Advisor

ELECTRONIC SURVEILLANCE SUPPORT TEAM
MULTI-AGENCY VOLUNTARY COOPERATION
MUTUAL AID AGREEMENT

Voluntary Cooperation Mutual Aid
between the Florida Department of Law Enforcement (FDLE) and other law enforcement agencies in Florida, pursuant to the Florida Mutual Aid Act, Chapter 119, Florida Statutes, for the purpose of the efficient use of their powers and resources in certain criminal cases which may require specialized expertise and have the potential to cross jurisdictional lines, through coordination and sharing of specialized technical resources and personnel, and for the purpose of carrying out their respective duties under the law, policies, and procedures, and in consideration of the mutual interests and understandings herein expressed:

1. FDLE and each agency party to this agreement shall execute the signature page attached hereto as Addendum A, which shall define the scope of this agreement, identification of the agency, and any other particular information, all of which is incorporated herein as though fully set out in the text of the main agreement.

2. FDLE and each agency party to this agreement shall provide technical assets including but not limited to:

F.S. 119.07(1)(a)

3. Technical assistance is necessary for the deployment of these technical assets, and certain requests for ESS services may require more resources, specially trained personnel, or advanced technical equipment than a single agency can provide.

4. This MAA is intended to be used by law enforcement agencies within the state to operate them anywhere in Florida upon request by a law enforcement agency within the state; however, it is understood that such teams will not be operated within the geographical areas that comprise one or two FDLE Operations Center Regions. These standard operational areas for the teams are set forth in Addendum A.

F.S. 119.07(2)(a)

5. Each agency party to this MAA agrees to provide ESS support upon request within their standard operational areas as set forth in Addendum A, and may provide assistance elsewhere in the state, contingent upon availability and approval of their agency.

6. Nothing contained in this MAA is intended to prevent personnel from performing their duties as assigned by their respective agencies.

7. Each party agrees that all unit members assigned to the ESS shall be trained in the deployment and limited use of the ESS equipment before utilizing it in the field.

8. Jurisdiction

- 8.1. When engaged in ESST operations that have been approved by and in accordance with FDLE as contemplated by this MAA, ESST members who do not otherwise have jurisdictional authority shall have full jurisdictional authority in the State of Florida, although principally focused within their "standard operational area" as set forth in Addendum A, with full power to enforce Florida laws and to avail themselves of this provision of this Agreement.
- 8.2. Officers assigned to ESST operations pursuant to this MAA shall be empowered to render law enforcement assistance and take law enforcement action in accordance with the provisions of this MAA.
- 8.3. The execution of this MAA and continued participation by FDLE and each Party Agency shall constitute a general reciprocal, confidential relationship between the members of the Team that shall be considered authorized in accordance with the provisions of this MAA. No additional or specific formal request for assistance is required.
- 8.4. ESST members operating outside their agency's jurisdiction shall not enjoy extra-jurisdictional authority as law enforcement officers unless engaged in approved ESST activities as stated herein.
- 8.5. Pursuant to Section 90.107(4), Florida Statutes, employees of each Party Agency that are parties to this agreement participating in the ESST shall, when engaging in authorized mutual cooperation and assistance pursuant to this MAA, have the same powers, duties, rights, privileges, and immunities as if the employees were performing similar duties inside the law enforcement jurisdiction of their respective Party Agency.
- 8.6. Activities herein by an FDLE supervisor or command designee. If at any time and in any place a supervisor or command designee determines that the assistance party to this MAA should be terminated, it shall be promptly terminated in a manner securing the safety of all parties.
- 8.7. No ESST member shall engage in activities outside of their agency, except as approved by the ESST coordinator. All ESST activities must be documented as provided herein. The ESST coordinator or designee shall maintain activities logs that will demonstrate the involvement of specific employees or agents provided by the Party Agency to this MAA, including each operation. Specific authority to engage in ESST activities shall be approved from both FDLE and the respective Party Agency supervisory personnel shall be obtained. FDLE and the Party Agency will be acting with FDLE outside of their "standard operational area" and shall maintain records of all ESST activities and inspections of task force operations.
- 8.8. Whenever an operation occurs outside of a team's "standard operational area" as set forth in Addendum A, the SAC for the FDLE office in the area shall be promptly notified about the presence of the ESST personnel in the area.
- 8.9. Nothing herein shall otherwise limit the jurisdiction and powers normally possessed by an employee of a Party Agency.

9. Each Party Agency shall ensure that all unit members participating in any ESST team shall comply with all applicable FDLE policies and procedures. Each Party Agency shall ensure that all unit members participating in any ESST team shall comply with all applicable Party Agency policy and procedures. In the event of a conflict, any such conflict regarding rules, standards, policies or procedures shall be promptly reported to the ESST coordinator.

designated FDLE and the respective agency shall attempt to resolve the matter in a manner that will allow this MAA to continue in full effect.

10. Each party hereto agrees that all unit members assigned to any ESST team during ESST activities will remain under the control of the agency to which they are assigned. ESST unit members will for all other purposes remain agents and employees of their respective agencies and FDLE employees.
11. Each party hereto agrees that each will retain full responsibility for and payment or reimbursement (including overtime compensation or compensation for travel, disability, worker's compensation benefits and any other employment benefits for the respective agency's members participating in an ESST team.
12. All ESST members are individually responsible for knowing and complying with all applicable local standards and requirements. Each party agrees that each party will assume its own liability and responsibility for the acts, omissions or omissions of its own members participating in such activities.
13. Each party agrees to maintain its own comprehensive general liability insurance, professional liability insurance, and other insurance coverage. Each party shall maintain such party's liability assumed under the policy. However, in no event shall such coverage be less than the statutory waiver of sovereign immunity. Each party agrees to provide to the other party with a copy of the respective insurance required hereunder, including the endorsements thereto, and to provide the other party with a copy of the policy. If a party maintains a self-insurance, the party agrees to provide the other parties with documentation of such self-insurance and maintenance of such self-insurance.
14. Each party agrees that except as otherwise provided herein, each agency will furnish to its own employees the necessary property and equipment for the performance of their duties in order to effect the purposes of this MAA. Each party agrees to be responsible for the operation, maintenance, use, loss, or damage to its equipment, vehicles or property so provided.
15. Each party agrees that the provisions of any immunities from liability, exemption from laws, ordinances and rules and application of all pension, insurance, travel, disability, worker's compensation, salary (including overtime compensation or compensatory time), death and other benefits that apply to the activity of an employee when performing the employee's duties shall apply to the employee when performing the employee's duties under this MAA.
16. Each party hereto agrees that all unit members assigned to an ESST shall undergo an FDLE background investigation. Members may be issued keys and/or access cards to limited areas within the FDLE facilities by FDLE, if approved by the FDLE Regional Special Agent in Charge, and that the assigned ESST members will abide by all FDLE building security procedures. Each party agrees that its members other than FDLE members, may not be escorted while inside FDLE facilities.
17. This MAA shall become effective upon signature of the authorized representative of the parties, and shall remain in effect unless otherwise terminated until June 30, 2016. Any party may terminate this MAA by written notice to the other party within 90 days of the date of the last meeting of the parties.
18. This MAA represents the entire agreement between the parties. Any alteration or amendment of the provisions of this MAA shall only be valid if signed by authorized personnel of each of the parties and attached to the original.

19. This Agreement shall remain in full force as to all participating parties until it is earlier canceled in writing by the Florida Department of Law Enforcement or any other party. However, if the ESST continues operations, this Agreement shall be automatically extended on a month by month basis, not to exceed 12 months, until such time as each party agrees to terminate this Agreement.
20. This Agreement may be duplicated and copies of this Agreement shall be maintained by the Office of the Special Agent in Charge (SAC), Florida Department of Law Enforcement for the areas as specified in Addendum A attached hereto and made a part hereof. Under no circumstances may this agreement be renewed, amended, or extended except in writing. A copy of this agreement, with all signature pages, will be filed with the FDLE Mutual Aid Office pursuant to statute.

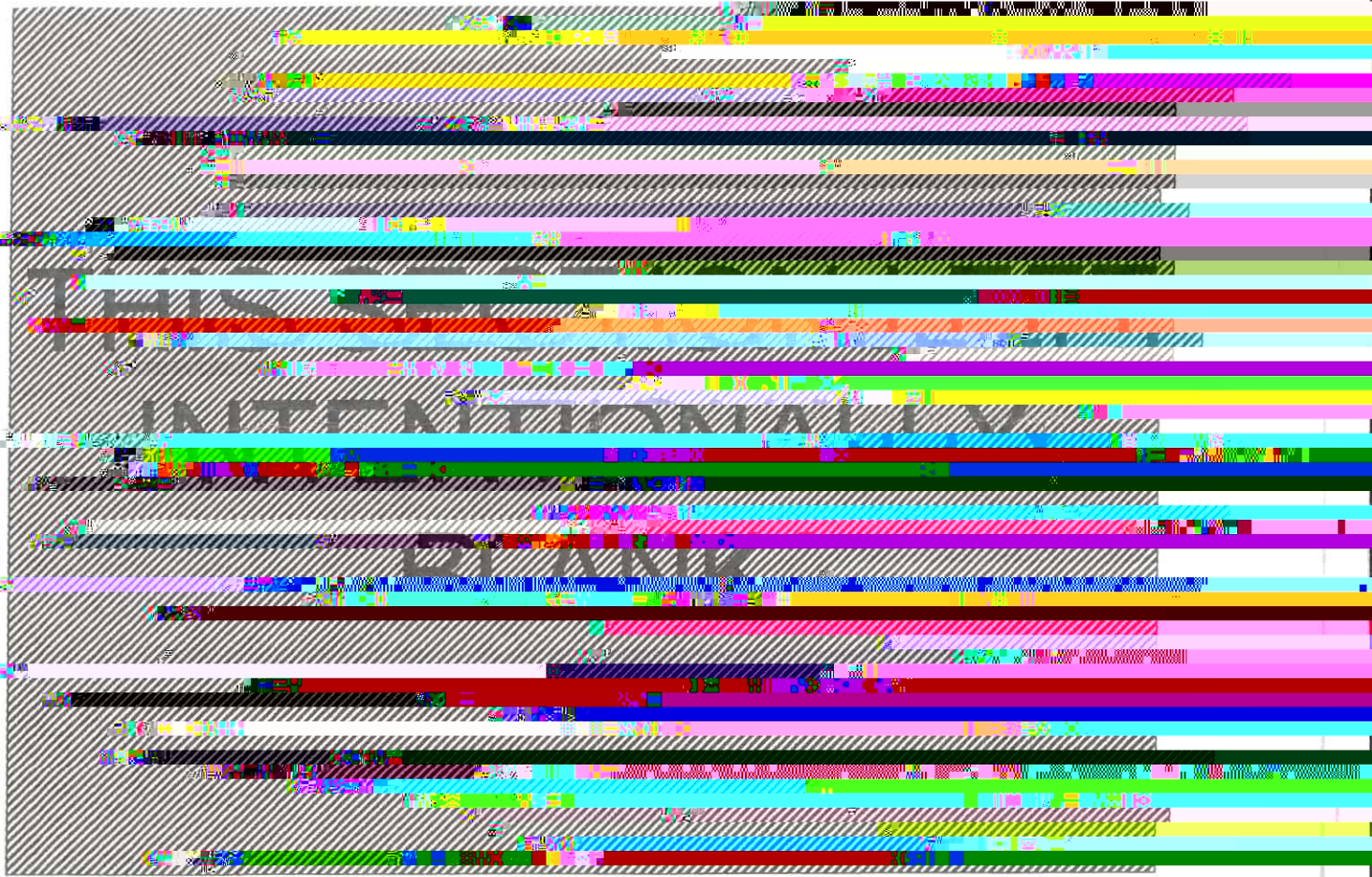
IN WITNESS WHEREOF, the Commissioner of FDLE has signed this Agreement as representative of the Agency Party.

Gerald E. Zander
 Gerald E. Zander, Commissioner
 Florida Department of Law Enforcement

Date signed: 7/15/14

Agreement by _____

Date signed: _____



ADDENDUM

Part A Agency's Acceptance of the Electronic Surveillance Team (ESST) Vendor

Cooperation Mutual Aid Agreement

Pursuant to the agreement between the undersigned executive officer of the agency that is authorized to contract below, an original copy of this agreement, a copy of the signature page and any further evidence of authorization along with this agreement shall be provided to the

Team standard operations Florida, upon request.

Agency Party: Seminole County Sheriff's Office



Agency:

Legal Review: