

**Mike Scott**

**Sheriff**



**State of Florida**

**County of Lee**

**John Holloway, Esq.**

**Legal Director**

April 11, 2014

Mr. Nathan Freed Wessler  
American Civil Liberties Union Foundation  
125 Broad Street, 18<sup>th</sup> Floor  
New York, NY 10004-2400

Re: **119 Request**

Dear Mr. Wessler:

Pursuant to your 119 request, please find a copy of the redacted Electronic Surveillance Support Team Multi-Agency Voluntary Cooperation Mutual Aid Agreement with the Florida Department of Law Enforcement. We have supplied all information obtained; however, supplemental responses are anticipated to be provided.

Sincerely,

A handwritten signature in blue ink, appearing to read "JH", is written over a horizontal line.

John Holloway, Legal Director

JH/tch  
Enclosure



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

This Voluntary Cooperation Mutual Aid Agreement (MAA hereinafter) is entered into by and between the below subscribed law enforcement agencies, to wit: the Florida Department of Law Enforcement (FDLE) and those agencies that, with approval of FDLE, choose to enter into this agreement pursuant to the Florida Mutual Aid Act, Section 23.12 -23.127, in furtherance of their respective duties under law for the purpose of facilitating and providing technical assistance and equipment in criminal investigations in Florida. The parties have determined that they can make 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 of the parties. The parties agree to carry out their respective duties and responsibilities as outlined below, subject to controlling law, policies or procedures, and in consideration of the mutual interests and understandings herein expressed:

1. FDLE and each agency party to this agreement have executed the signature page attached hereto as Addendum A, which includes specific information concerning the geographic scope of this agreement, identification of the agency party entering into this agreement, and 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 has custody and control of technical assets including but not limited to [REDACTED] all of which is used in surveillance and location of subjects of violent criminal or missing persons investigations. Use of this equipment will generally be referred to in this MAA as Electronic Surveillance Support (ESS).
3. Technical assistance is necessary for the deployment and effective use and operation 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 establishes and governs regional Electronic Surveillance Support Teams (ESST) in the state of Florida that may provide resources and equipment and the personnel to operate them anywhere in Florida upon request by any law enforcement agency within the state; however it is understood that such teams will normally operate 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. This assistance will include [REDACTED] and other similar technical support as requested.
5. Each agency party to this MAA agrees to provide ESS upon request within their "standard operational area" 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 normal duties as assigned by their respective agencies.
7. Each party agrees that all unit members assigned to the ESST must be knowledgeable on the deployment and lawful use of the ESS equipment before utilizing it in the field.

8. Jurisdiction.

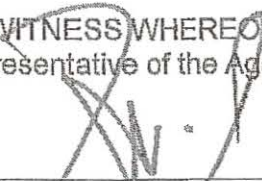
- 8.1. When engaged in ESST operations that have been approved by and involve FDLE, as contemplated by this MAA, ESST members who do not otherwise have jurisdictional authority shall have full jurisdictional authority anywhere in the State of Florida, although principally focused within their "standard operational area" as set forth in Addendum A, with full power to enforce Florida laws and to avail themselves of the 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 law and the terms of this MAA.
  - 8.3. Execution of this MAA and continued participation by FDLE and each Party Agency shall constitute a general reciprocal, continuing request for and granting of assistance 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 23.127(1), Florida Statutes, employees of agencies 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 duties inside the law enforcement jurisdictional area of their respective agencies.
  - 8.6. Activities shall be considered authorized only when approved and directed as provided herein by an FDLE supervisor or command designee. If at anytime an FDLE supervisor or command designee determines that ESS assistance pursuant to this MAA should be terminated, it shall be promptly terminated in a manner assuring the safety of all involved law enforcement officers.
  - 8.7. No ESST member shall engage in activities outside the jurisdictional territory of his or her agency, except as approved by the ESST coordinator or designee and any such activity 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 parties to this MAA, including each operation's supervisor or designated leader. Specific authorization and approval from both FDLE and the respective Party Agency supervisory personnel shall be obtained when non-FDLE team members will be acting with FDLE outside of their "standard operational area" as set forth in Addendum A. FDLE shall be entitled to conduct audits and inspections of task force operations and records.
  - 8.8. Whenever an operation occurs outside of a team's "standard operational area" set forth in Addendum A, the SAC for the FDLE office in the region affected shall be notified about the presence of the ESST personnel in his or her region.
  - 8.9. Nothing herein shall otherwise limit the jurisdiction and powers normally possessed by an employee or member of a Party Agency.
9. Each party hereto agrees that all unit members participating in any ESST team shall comply with all applicable FDLE policy and procedures while in any FDLE workplace. However, Party Agency policy and procedures shall govern such members if there is a conflict. Any such conflict regarding rules, standards, policies or procedures shall be promptly reported to the ESST coordinator or designee, and the ESST Unit Commander, if one has been

designated. FDLE and the respective agency shall attempt to resolve the conflict 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 supervision of the FDLE ESST coordinator or designee. ESST unit members will for all other purposes remain agents and employees of their respective agencies and are not FDLE employees.
11. Each party hereto, agrees that each will retain full responsibility for and payment of salary (including overtime compensation or compensatory time), retirement/pension, insurance, disability, worker's compensation benefits and any other employment benefits for the respective agency's members participating in an ESST team.
12. Each party acknowledges that its employees acting pursuant to the MAA are obligated to follow applicable law regarding their activities and are to seek legal guidance and approval prior to engaging in activity that has not been clearly addressed by statute or case law. Each party agrees that each party will assume its own liability and responsibility for the acts, omissions or conduct of such its own employees while such employees are engaged in activities or initiatives pursuant to this MAA.
13. Each party agrees to maintain its own comprehensive general liability insurance, professional liability insurance, and automotive liability insurance or maintain a self-insuring fund for the term of this MAA in the amounts determined by each party to insure adequately such party's liability assumed herein. However, in no event shall such coverage be less than the statutory waiver of sovereign immunity. Each party agrees to provide the other parties with a copy of the respective insurance required hereunder, including the endorsements thereto and renewals thereto. In the event a party maintains a self-insurance fund, such party agrees to provide the other parties with documentation to substantiate the existence and maintenance of such self-insurance fund.
14. Each party agrees that except as otherwise provided herein, each agency will furnish to its own employees the necessary property, police equipment, vehicles, resources and training in order to effect the purposes of this MAA and further agree to bear the costs of expenses associated with the operation, maintenance, loss or damage to its equipment, vehicles or property so provided.
15. Each party agrees that the privileges and immunities from liability, exemption from laws, ordinances and rules and application of all pension, insurance, relief, 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 to the same degree, manner and extent while such employee acts under this MAA.
16. Each party hereto agrees that all unit members assigned to an ESST must pass a 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 thereafter assigned ESST members will abide by all FDLE building security procedures. Each party agrees that its members, other than unit members, must be escorted while inside FDLE buildings, in accordance with FDLE building security protocols.
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, upon ninety (90) days written notice, may terminate this MAA. This agreement may be renewed every four years.

18. This MAA represents the entire agreement between the parties. Any alteration or amendment of the provisions of this MAA shall only be valid upon being reduced to writing, duly 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 Agency Parties until or unless earlier canceled in writing by the Florida Department of Law Enforcement as to all or separate Parties, or as canceled in writing by an individual Party as provided herein. However, if the ESST continues operations beyond June 30, 2016, the Agreement shall be automatically extended on a month-by-month basis, not to extend past December 31, 2016, until such time as each participating Party has ratified a revised or subsequent written Agreement.
20. This Agreement may be duplicated for dissemination to all Parties, and such duplicates shall be of the same force and effect as the original. Execution of this Agreement may be signified by properly signing a separate signature page, the original of which shall be returned to, and 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 below and the authorized representative of the Agency Party has signed Addendum A (attached) on the date specified.

  
\_\_\_\_\_  
Gerald Bailey, Commissioner,  
Florida Department of Law Enforcement

2/22/19  
Date signed

Legal Review by  (attorney initials)

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ADDENDUM A

**Party Agency's Acceptance of the Electronic Surveillance Team (ESST) Voluntary  
Cooperation Mutual Aid Agreement**  
(Duration: Signature date to June 30, 2016)

Pursuant to F.S. 23.1225(3), this mutual aid agreement may be entered into by a chief executive officer of the agency that is authorized to contractually bind the agency. By signing below, an indication of such authorization is being made. Any signatory may attach to this signature page and any further evidence of authorization you wish to remain on file at FDLE along with this signature page.

**Team standard operational area:** Fort Myers Regional Operations Center: Charlotte, Collier, Lee, Manatee, Sarasota, Desoto, Glades, Hendry, Highlands and Okeechobee Counties

Agency Party: Lee County Sheriff's Office

  
\_\_\_\_\_  
Agency Head: Sheriff Mike Scott

3/7/13  
\_\_\_\_\_  
Date signed

DATE: 3/8/13  
ACTION: Original & copy  
to Maj. Kalstrom → Maj  
K. will forward O. to  
LeClair, copy placed in  
file 