

**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. For purposes of the MAA, "ESST task force members" as used herein shall mean the sworn members of the non-FDLE agency party to this agreement who are assigned to the FDLE ESST task force and given FDLE ESST task force credentials.
2. For purposes of the MAA, "unit members" as used herein shall mean all sworn members of the non-FDLE agency party to this agreement who are assigned to an ESST mission in accordance with the MAA, including ESST task force members, whether or not they are FDLE-credentialed task force members.
3. 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.
4. FDLE and ESST task force members have custody and control of technical assets including but not limited to covert camera systems (including internet-based systems), global positioning satellite (GPS) tracking equipment, and video and audio enhancement equipment for use in criminal investigations. FDLE has custody and control of specialized electronic equipment and software for use in court-ordered wire intercepts as authorized under Chapter 934, Florida Statutes. FDLE also has custody and control of cellular locating equipment which will be lawfully used in the location of violent criminal suspects or in exigent circumstances, including but not limited to missing person investigations. Use of any of the aforementioned equipment will generally be referred to in this MAA as Electronic Surveillance Support (ESST).
5. Technical assistance is necessary for the deployment and effective use and operation of these technical assets, and certain requests for ESST services may require more resources, specially trained personnel or advanced technical equipment than a single agency can provide.
6. 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 covert camera placement and operation, vehicle tracking device installation and monitoring,

video and audio surveillance operations, cellular locating and tracking, audio and video enhancement, and other similar technical support as requested.

7. Each agency party to this MAA agrees to provide ESST 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.
8. Nothing contained in this MAA is intended to prevent personnel from performing their normal duties as assigned by their respective agencies.
9. Each party agrees that all ESST task force members must be knowledgeable on the deployment and lawful use of the ESST equipment before utilizing it in the field.
10. Jurisdiction.
 - 10.1. When engaged in ESST operations that have been approved by and involve FDLE, as contemplated by this MAA, unit 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.
 - 10.2. Unit members 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.
 - 10.3. Execution of this MAA and continued participation by FDLE and each agency party shall constitute a general reciprocal, continuing request for and granting of assistance between the unit members that shall be considered authorized in accordance with the provisions of this MAA. No additional or specific formal request for assistance is required.
 - 10.4. Unit 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.
 - 10.5. Pursuant to Section 23.127(1), Florida Statutes, the agency party's unit members 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.
 - 10.6. 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 ESST 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.
 - 10.7. No unit member shall engage in activities outside the jurisdictional territory of his or her agency, except as approved by the ESST coordinator (assigned FDLE supervisor) 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 agency party supervisory personnel shall be obtained when unit 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.

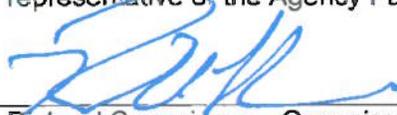
- 10.8. Whenever an operation occurs outside of a team's "standard operational area" set forth in Addendum A, the SAC for the FDLE office in the region affected shall be notified about the presence of the ESST personnel in his or her region.
- 10.9. Nothing herein shall otherwise limit the jurisdiction and powers normally possessed by a unit member of an agency party.
11. 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, agency party policy and procedures shall govern such unit 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 FDLE Investigations and Forensic Science Cyber High-Tech Program Supervisor. FDLE and the respective agency shall attempt to resolve the conflict in a manner that will allow this MAA to continue in full effect.
12. 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.
13. 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 unit members participating in an ESST team.
14. 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.
15. 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.
16. 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. Pursuant to Rule 60B-1.004(1)(c), F.A.C., FDLE authorizes the agency party's ESST task force members to operate FDLE-owned special purpose vehicles, at the direction of an FDLE supervisor or command designee in conjunction with FDLE-authorized ESST activities. FDLE will assume responsibility for operational costs (fuel and maintenance) associated with the use of such vehicles. In the event of a crash or other damage to an FDLE-owned special purpose vehicle occurring while being operated by an ESST task force member, FDLE agrees to bear the risk of loss or damage to the vehicle and to any of its associated equipment. The agency party agrees to take all reasonable steps to assure that its respective ESST task force members who operate FDLE-owned special purpose vehicles do so in compliance with all applicable state laws and rules and

only for official state business. The agency party agrees to be responsible for its respective ESST task force members' applicable benefits, including workers compensation and disability in the event of an FDLE-owned special purpose vehicle crash with an injury. The parties agree that FDLE-owned ESST vehicles may not be used for patrol enforcement purposes such as traffic stops, pursuits, or emergency response and that the vehicle must be utilized in compliance with FDLE vehicle operations policies. In the event of property damage or personal injury to third parties, both agencies retain the respective responsibilities, privileges and immunities for the actions or omissions of their respective employees and agents.

17. 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.
18. Each party hereto agrees that all ESST task force members must pass a FDLE background investigation. ESST task force 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 task force members will abide by all FDLE building security procedures. Each party agrees that its members, other than ESST task force members, must be escorted while inside FDLE buildings, in accordance with FDLE building security protocols.
19. This MAA shall become effective upon signature of the authorized representative of the parties, and shall remain in effect unless otherwise terminated until February 28, 2019. Any party, upon ninety (90) days written notice, may terminate this MAA. This agreement may be renewed every four years.
20. 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.
21. 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 February 28, 2019, the Agreement shall be automatically extended on a month-by-month basis, not to extend past December 31, 2019, until such time as each participating Party has ratified a revised or subsequent written Agreement. This Agreement supersedes any prior agreements amongst the participating Agency Parties regarding the facilitating and providing of technical assistance and equipment in criminal investigations in Florida.

22. 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.



Richard Swearingen, Commissioner,
Florida Department of Law Enforcement

10/18/16
Date signed

Legal Review by  (attorney initials)
10/18/16

ADDENDUM A

**Party Agency's Acceptance of the Electronic Surveillance Team (ESST) Voluntary
Cooperation Mutual Aid Agreement (2016 Renewal)**
(Duration: Signature date to February 28, 2019)

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 any further evidence of authorization you wish to remain on file at FDLE along with this signature page.

Team standard operational area: Operational area and conditions below:

The ESST Workgroup will provide services to the following counties: Citrus, Sumter, Hernando, and Pasco, Pinellas, Hillsborough, Polk and Hardee.

Agency Party: Clearwater Police Department



Agency Head: Daniel Slaughter
Chief of Police
Clearwater Police Department



Date signed

Countersigned:

CITY OF CLEARWATER, FLORIDA

George N. Cretokos
Mayor

By: _____
William B. Horne II
City Manager

Approved as to form:

Attest:



Robert J. Surette
Assistant City Attorney

Rosemarie Call
City Clerk