



Sheriff Jerry L. Demings
ORANGE COUNTY SHERIFF'S OFFICE
TELEPHONE: 407.254.7000 ❖ P.O. BOX 1440, ORLANDO, FLORIDA 32802-1440 ❖ WWW.OCSO.COM

May 28, 2014

Nathan Freed Wessler
American Civil Liberties Union Foundation
125 Broad Street, 18th Floor
New York, NY 10004-2400

RE: Public Records Requests dated March 13, 2014

Dear Mr. Wessler:

This letter will address your March 13, 2014, record request relating to acquisition of cell site simulators by the Orange County Sheriff's Office (OCSO).

With regard to item 1 of your request, we have no responsive records regarding acquisition of cell site simulators.

As to item 2 of your request, enclosed is a copy of the Electronic Surveillance Support Team Multi-Agency Voluntary Cooperation Mutual Aid Agreement between OCSO and the Florida Department of Law Enforcement relating to electronic surveillance support, without exempt or confidential information pursuant to Florida Statute 119.071(2)(d).

The OCSO has no records responsive to item 3 of your request regarding nondisclosure agreement between the OCSO and Harris Corporation, Boeing Corporation (DRT), other companies, or any state or federal agencies regarding the OCSO's possession or use of cell site simulators.

In response to item 4, OCSO Training Bulletin 02-1 is enclosed. Also enclosed are copies of the State Attorney's current designations to OCSO law enforcement personnel authorized to seek emergency communication interception pursuant to sections 934.09 and 934.31, Florida Statutes.

The OCSO has no records responsive to items 5 and 6 of your request. The OCSO has no communications or agreements with wireless service providers, the Federal Communications Commission, or the Florida Public Service Commission concerning cell site simulator use.



*The First Law Enforcement Agency
in Orange County to Receive Both
International and State Accreditation*



Nathan Freed Wessler
American Civil Liberties Union Foundation
May 28, 2014

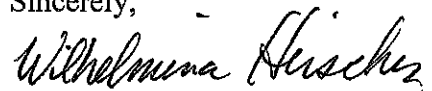
With regard to items 7-10, the OCSO can state the following:

- Between 2008 and 2014, the OCSO conducted 558 investigations in which cell site simulators may have been used. The OCSO does not keep track of the number of those investigations that result in prosecution.
- The OCSO does not create or maintain records reflecting criminal cases, with or without docket numbers, for which the OCSO used a cell site simulator as part of the investigation.
- The OCSO does not create or maintain records reflecting applications submitted to state or federal courts for search warrants or orders authorizing cell site simulators in criminal investigations associated orders or warrants associated with denials of orders, warrants, or applications, or any associated returns. Moreover, any orders signed are immediately sealed by the court.
- The OCSO does not create or maintain records reflecting or indicating the use of cell site simulators in closed investigations.

The copy fee for the records is \$2.40 (15 cents per page x 16 pages). Legal expertise was required to research, identify, retrieve, and redact responsive records. I devoted at least 1 hour of my time to those tasks at \$33.85 per hour. The total due for the record production is \$36.25. See the attached invoice for further information and payment instructions. Please bring your check to OCSO Records to obtain copies of the documents described in the invoice.

If you have any questions concerning this matter, please contact me at the address and phone number below.

Sincerely,



Wilhelmina Hirschey, ACP, ERP
Paralegal
Orange County Sheriff's Office
Legal Services Section
2500 W. Colonial Drive
Orlando, FL 32804
(407) 254-7170



ORANGE COUNTY SHERIFF'S OFFICE

Sheriff Jerry L. Demings

INVOICE

Date: 03/18/2014

Control #: 14-53939

ATTN: Wessler, Nathan
American Civil Liberties Union Foundation
(ACLU)
125 Broad Street, 18th Floor

Request: Cell site simulator information.

Electronic Surveillance Support Team Multi-Agency Voluntary Cooperation Mutual
Aid Agreement - 6 pages
OCSO Training Bulletin 02-1 - 4 pages
Designation of Law Enforcement Office to Authorize the Emergency Interception
of Communications letters issued to OCSO Personnel - 6 pages

Number of Pages	16 pages @\$0.15 per page:	\$2.40
Number of Certified Pages	None	\$0.00
Legal Services: Other	1 hour(s) voluminous fee	\$33.85
Subtotal:		\$36.25
Deposit:		\$0.00
Amount Due:		\$36.25

Payment may be made by cash (in person), check or money order.
Checks or money orders should be made payable to Orange County Sheriff's Office.
Please reference Control #: 14-53939 on your check.

This payment can be mailed to:
Orange County Sheriff's Office
P.O.Box 1440
Orlando, FL 32802-1440
Attention: Legal Services

RECEIPT



ORANGE COUNTY SHERIFF'S OFFICE

Orlando, Florida

No. 200541

CHK # 71086

36.25

DATE: 6/27/14

RECEIVED from

American Civil Liberties Union Foundation, Inc.

RECORDS

\$

36.25

For:

Control # 1453939

FAULTY EQUIPMENT

\$

(Per F.S. 316.6(1))

OTHER

\$

For:

Cash	Check	M.O.
	✓	

Cash		M.O.

Cash	Check	M.O.

BY: OCSO Personnel:

[Signature]
Authorized Signature

**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

FLORIDA Statute 119.071(2)(d)

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

FLORIDA Statute 119.071(2)(d)

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. All ESST members are individually responsible for knowing and complying with all prevailing legal standards and requirements. 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

6/28/12
Date signed

Legal Review by  (attorney initials)

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INTENTIONALLY
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ADDENDUM A

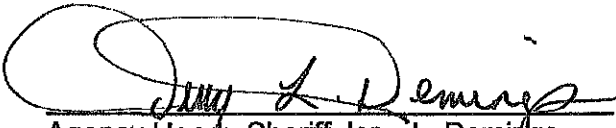
**Party Agency's Acceptance of the Electronic Surveillance Team (ESST) Voluntary
Cooperation Mutual Aid Agreement**

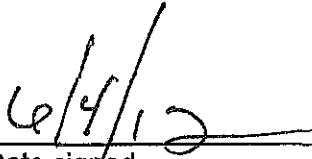
(Duration: Signature date to June 30, 2016)

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: FDLE Orlando Region and all other FDLE regions within Florida, upon request.

Agency Party: ORANGE COUNTY SHERIFF'S OFFICE


Agency Head: Sheriff Jerry L. Demings


Date signed

Legal Review by BR (attorney initials)

ORANGE COUNTY SHERIFF'S OFFICE



TRAINING BULLETIN

Effective Date: August 10, 2012	<input checked="" type="checkbox"/> Rescinds – T.B. 02-1 (July 24, 2009) <input type="checkbox"/> Amends	Number: 02-1
SUBJECT: EMERGENCY WIRETAP PROCEDURES		Print Date:
Distribution: ALL SWORN PERSONNEL	CALEA Standards: CFA Standards:	

This Training Bulletin consists of the following:

1. Purpose
2. Definitions
3. Procedures

1. Purpose

The purpose of this Training Bulletin is to advise sworn personnel about procedures pertaining to “emergency” wiretap orders. State law allows law enforcement officers to intercept wire, oral or electronic communications in an “emergency” situation without first obtaining a court order, if they secure a court order upon probable cause within 48 hours of when the interception occurred or began to occur.

2. Definitions

- A. Cell Site Location Information (“CSLI”) – data acquired by the cell signal’s triangulation off towers that can be used to hone in on a person’s location.
- B. Designated Law Enforcement Officer (DLEO) – an Orange County deputy named by the Sheriff and authorized by the Ninth Circuit State Attorney’s Office, Florida Attorney General or Governor to apply for an emergency wiretap order within 48 hours of when the interception of wire, oral or electronic communication occurred or began to occur.
- C. Emergency – consistent with Florida Statute 934.09(7) a situation involving immediate danger of death or serious physical injury to any person, danger of a prisoner’s escape, or conspiratorial activities threatening the security interest of the nation or state that require intercepting a wire, oral, or electronic communication before an authorizing court order can be obtained with due diligence, and there are grounds upon which a wiretap order could be entered under Chapter 934, F.S.
- D. Subscriber Information – data pertaining to a subscriber of an electronic communication service (e.g., name, address) **not** including the contents of a communication.

3. Procedures

- A. An Orange County deputy who is not a designated law enforcement officer is prohibited from ordering or implementing an emergency wiretap. The deputy may locate a designated law enforcement officer to obtain an emergency wiretap by

- contacting Communications. Alternatively, to further a criminal investigation, the deputy may obtain a court order authorizing the interception in advance or may obtain consent for the interception from one of the parties to the communication.
- B. A designated law enforcement officer is prohibited from ordering or implementing an emergency wiretap unless authorized by state law and this written directive. Alternatively, to further a criminal investigation, the officer may obtain a court order authorizing the interception in advance or may obtain consent for the interception from one of the parties to the communication.
- C. If a designated law enforcement officer determines that an emergency exists, he or she may conduct an emergency wiretap. The officer shall obtain a court order authorizing the interception within 48 hours of when the interception occurred or began to occur. The application shall be in writing and provide a full and complete statement of the facts and circumstances justifying an emergency wiretap order, including but not limited to:
1. The particular offense that has been, is being or is about to be committed.
 2. The identity of the person, if known, committing the offense and whose communications are to be intercepted.
 3. The type of communication sought to be intercepted.
 4. The facts and circumstances providing probable cause to believe that the place where, or facilities from which, the wire, oral or electronic communications are to be intercepted are being used in connection with the offense, or are about to be used in connection with the offense, or are leased to the subject of the investigation, or are listed in the subject's name, or are commonly used by the subject.
 5. The place where, or nature and location of the facilities from which, the communications are to be intercepted.
- D. The "Emergency Wiretap Affidavit," "Emergency Wiretap Application," "Emergency Wiretap Authorization Form," and "Emergency Wiretap Order" are referenced at the end of this directive.
- E. After an appropriate court order has been issued, the emergency wiretap may continue until all targeted communications have been intercepted.
- F. The designated law enforcement officer who is conducting the wiretap shall ensure it is immediately terminated when the targeted communication is obtained or the application for court order is denied, whichever is earlier.
- G. The designated law enforcement officer who conducted the operation shall ensure the application and court order are reported to the Administrator of the United States Courts on the specified forms. This is a requirement of federal law. The DLEO may consult the Metropolitan Bureau of Investigation for additional information.
- H. Recordings
1. A designated law enforcement officer who is conducting an emergency wiretap shall ensure the intercepted communications are recorded on tape, wire or other comparable device.

2. The recordings shall be maintained in ways that protect them from editing or other alterations.
3. Immediately upon the expiration of the period of the order, including any extensions, the original recordings shall be made available to the issuing Judge and sealed under his or her directions. Custody of the recordings shall be wherever the Judge ordered. The recordings shall not be destroyed unless ordered by a court. In any event, recordings of intercepted communications must be kept for a minimum of 10 years.
4. The presence of the seal, or a satisfactory explanation for its absence, is required for using or disclosing the contents of wire, oral or electronic communications captured in an emergency wiretap, or evidence derived there from, under Florida Statute 934.08(3).
5. Duplicate recordings may be made under Florida Statutes 934.08(1) and (2) for criminal investigations.

I. Inventories

1. The court will order service of an inventory upon the subject named in the emergency wiretap order, and other persons to the intercepted communications as determined by the Judge to be in the interest of justice, within a reasonable period of time, but no later than 90 days after the interception occurred. A law enforcement officer may petition the court at an ex parte hearing for a postponement of this requirement. The officer must present evidence that delivering an inventory may interfere with, or otherwise adversely impact, a pending criminal investigation (e.g., hinder gathering evidence from additional anticipated wiretaps). If the Judge finds good cause not to serve the inventory, he or she will issue an order to that effect.

J. Sealing Applications and Orders

1. State law requires Judges to seal applications and orders pertaining to emergency wiretaps. The Judges will determine custody of the documents. The documents shall not be disclosed unless ordered by a court for good cause shown. They shall not be destroyed unless ordered by a court. In any event, the documents must be kept for a minimum of 10 years.

K. Penalties for Non-Compliance

1. If an electronic, wire or oral communication was intercepted in violation of Chapter 934, F.S., any information or evidence obtained from it is inadmissible at a criminal, civil, administrative, or other proceeding before a governmental entity.
2. Any violation of the procedures governing emergency wiretap interceptions under Chapter 934, F.S., may be punished as contempt of court. In addition, violations may subject the perpetrator to felony criminal sanctions under Florida Statute 934.03(4) and/or civil liability under Florida Statute 934.10.

L. Hostage or Barricade Situations

1. Per Florida Statute 934.15 a Uniform Patrol Division Commander or High Risk Incident Commander at the scene of an incident may order law enforcement officers or telephone company personnel to cut, divert or reroute telephone lines to prevent telephone communications between the suspect and any person other than a law enforcement officer or designee, if

such cutting, rerouting or diverting of telephone lines is technically feasible and can be performed without endangering the lives of telephone company or other utility personnel, and there is reasonable cause to believe that:

- a. The subject is holding one or more hostages; or
 - b. The subject has barricaded herself or himself and taken a position of confinement to avoid apprehension; or
 - c. A probability exists that the subject about to be arrested will resist with weapons; or
 - d. The barricaded subject is armed and threatening suicide.
2. An emergency wiretap order is not required in this situation.

M. Assistance from Communication Providers

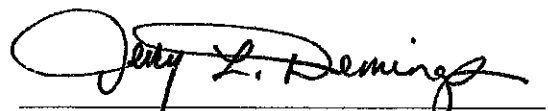
1. A wire, oral or electronic communication service (e.g., telephone company), landlord, custodian, or other person may provide information, facilities or technical assistance to a person authorized by law to intercept a wire, oral or electronic communication if provided with:
 - a. A copy of a court order signed by an authorized Judge directing such assistance; or
 - b. A certified document provided by a designated law enforcement officer indicating that no court order is needed to intercept the targeted communication and all statutory requirements have been met. The document must also specify the type of assistance needed and the period of time during which assistance is required.

M. Subscriber Information

1. Consistent with Florida Statute 934.22(3)(a), a court order, either before or after disclosure, is not required when a phone provider reasonably believes an emergency justifies disclosing subscriber information to law enforcement.
2. If there is no emergency, a court order is required before a phone provider is authorized to reveal subscriber information to law enforcement.

N. Cell Site Location Information

1. Consistent with Florida Statute 934.23, a deputy must obtain a court order for disclosure of historical CSLI, if no emergency exists. The deputy must provide specific and articulable facts showing reasonable grounds to believe the records or other information are relevant and material to an ongoing investigation.
2. If a deputy reasonably believes there is an emergency, no court order, either before or after disclosure, is required.


SHERIFF JERRY L. DEMINGS



JEFFREY L. ASHTON
STATE ATTORNEY
NINTH JUDICIAL CIRCUIT
ORANGE AND OSCEOLA COUNTY, FLORIDA

LINDA DRANE BURDICK
CHIEF ASSISTANT STATE ATTORNEY

RICHARD I. WALLSH
CHIEF ASSISTANT/EXECUTIVE DIRECTOR

DESIGNATION of LAW ENFORCEMENT OFFICER
TO AUTHORIZE the EMERGENCY INTERCEPTION of COMMUNICATIONS

Pursuant to Florida Statutes 934.09(7) and 934.31(4), the following named investigative or law enforcement officer: *Chief Deputy Matt Weathersby of the Orange County Sheriff's Office* is specially designated by the undersigned **State Attorney** to authorize and implement the emergency installation and use of a **pen register, or trap and trace, device or process**, subject to the following conditions:

The law enforcement officer reasonably determines that:

(a) An **emergency** exists that:

1. Involves the immediate **danger of death or serious physical injury** to a person, or the danger of an escape of a prisoner, and
2. Requires that a **pen register or trap and trace device or process** be installed and used, before an order authorizing such device or process can, with due diligence, be obtained;

(b) There are **grounds**, under Chapter 934 of the Florida Statutes, upon which an order could be entered to authorize the installation and use of a pen register or trap and trace device or process; and

(c) An **application will be made for a court order** approving the installation and use of a pen register or trap and trace device or process under Florida Statute 934.31(4) **within 48 hours** after the use of the device or process begins.

Note: The application narration shall be thorough and clearly express the circumstances establishing the exigency.

(d) Notification of **who** authorized the action and **who** authored the application shall be made, via electronic mail, to Chief Assistant Linda Drane Burdick (ldrane-burdick@sao9.org) within **six hours** of authorization.

Note: A copy of both the affidavit application and the court order shall be electronically mailed to Chief Assistant Linda Drane Burdick (ldrane-burdick@sao9.org) within **72 hours** of receipt of the order.

This designation is effective immediately, until revoked, or until the separation of the named law enforcement officer from the named law enforcement agency. Signed and dated at Orlando, Orange County, Florida, on this 26th day of June, 2013.

STATE ATTORNEY

JEFFREY L. ASHTON

415 NORTH ORANGE AVENUE - P.O. BOX 1673 - ORLANDO, FLORIDA 32801
407-836-2400



JEFFREY L. ASHTON
STATE ATTORNEY
NINTH JUDICIAL CIRCUIT
ORANGE AND OSCEOLA COUNTY, FLORIDA

LINDA DRANE BURDICK
CHIEF ASSISTANT STATE ATTORNEY

RICHARD I. WALLSH
CHIEF ASSISTANT/EXECUTIVE DIRECTOR

DESIGNATION of LAW ENFORCEMENT OFFICER
TO AUTHORIZE the EMERGENCY INTERCEPTION of COMMUNICATIONS

Pursuant to Florida Statutes 934.09(7) and 934.31(4), the following named investigative or law enforcement officer: *Major Mike McKinley of the Orange County Sheriff's Office* is specially designated by the undersigned **State Attorney** to authorize and implement the emergency installation and use of a **pen register, or trap and trace, device or process**, subject to the following conditions:

The law enforcement officer reasonably determines that:

(a) An **emergency** exists that:

1. Involves the immediate **danger of death** or **serious physical injury** to a person, or the danger of an escape of a prisoner, and
2. Requires that a **pen register or trap and trace device or process** be installed and used, before an order authorizing such device or process can, with due diligence, be obtained;

(b) There are **grounds**, under Chapter 934 of the Florida Statutes, upon which an order could be entered to authorize the installation and use of a pen register or trap and trace device or process; and

(c) An **application will be made for a court order** approving the installation and use of a pen register or tap and trace device or process under Florida Statute 934.31(4) **within 48 hours** after the use of the device or process begins.

Note: The application narration shall be thorough and clearly express the circumstances establishing the exigency.

(d) Notification of **who** authorized the action and **who** authored the application shall be made, via electronic mail, to Chief Assistant Linda Drane Burdick (ldrane-burdick@sao9.org) within **six hours** of authorization.

Note: A copy of both the affidavit application and the court order shall be electronically mailed to Chief Assistant Linda Drane Burdick (ldrane-burdick@sao9.org) within **72 hours** of receipt of the order.

This designation is effective immediately, until revoked, or until the separation of the named law enforcement officer from the named law enforcement agency. Signed and dated at Orlando, Orange County, Florida, on this 26th day of June, 2013.

STATE ATTORNEY

JEFFREY L. ASHTON



JEFFREY L. ASHTON
STATE ATTORNEY
NINTH JUDICIAL CIRCUIT
ORANGE AND OSCEOLA COUNTY, FLORIDA

LINDA DRANE BURDICK
CHIEF ASSISTANT STATE ATTORNEY

RICHARD I. WALLSH
CHIEF ASSISTANT/EXECUTIVE DIRECTOR

DESIGNATION of LAW ENFORCEMENT OFFICER
TO AUTHORIZE the EMERGENCY INTERCEPTION of COMMUNICATIONS

Pursuant to Florida Statutes 934.09(7) and 934.31(4), the following named investigative or law enforcement officer: *Captain Dennis Leonard of the Orange County Sheriff's Office* is specially designated by the undersigned **State Attorney** to authorize and implement the emergency installation and use of a **pen register, or trap and trace, device or process**, subject to the following conditions:

The law enforcement officer reasonably determines that:

(a) An **emergency** exists that:

1. Involves the immediate **danger of death or serious physical injury** to a person, or the danger of an escape of a prisoner, and
2. Requires that a **pen register or trap and trace device or process** be installed and used, before an order authorizing such device or process can, with due diligence, be obtained;

(b) There are **grounds**, under Chapter 934 of the Florida Statutes, upon which an order could be entered to authorize the installation and use of a pen register or trap and trace device or process; and

(c) An **application will be made for a court order** approving the installation and use of a pen register or trap and trace device or process under Florida Statute 934.31(4) **within 48 hours** after the use of the device or process begins.

Note: The application narration shall be thorough and clearly express the circumstances establishing the exigency.

(d) Notification of **who** authorized the action and **who** authored the application shall be made, via electronic mail, to Chief Assistant Linda Drane Burdick (ldrane-burdick@sao9.org) within **six hours** of authorization.

Note: A copy of both the affidavit application and the court order shall be electronically mailed to Chief Assistant Linda Drane Burdick (ldrane-burdick@sao9.org) within **72 hours** of receipt of the order.

This designation is effective immediately, until revoked, or until the separation of the named law enforcement officer from the named law enforcement agency. Signed and dated at Orlando, Orange County, Florida, on this 26th day of June, 2013.

STATE ATTORNEY

JEFFREY L. ASHTON



JEFFREY L. ASHTON
STATE ATTORNEY
NINTH JUDICIAL CIRCUIT
ORANGE AND OSCEOLA COUNTY, FLORIDA

LINDA DRANE BURDICK
CHIEF ASSISTANT STATE ATTORNEY

RICHARD I. WALLSH
CHIEF ASSISTANT/EXECUTIVE DIRECTOR

DESIGNATION of LAW ENFORCEMENT OFFICER
TO AUTHORIZE the EMERGENCY INTERCEPTION of COMMUNICATIONS

Pursuant to Florida Statutes 934.09(7) and 934.31(4), the following named investigative or law enforcement officer: *Major Ron Stucker of the Orange County Sheriff's Office* is specially designated by the undersigned **State Attorney** to authorize and implement the emergency installation and use of a **pen register, or trap and trace, device or process**, subject to the following conditions:

The law enforcement officer reasonably determines that:

(a) An **emergency** exists that:

1. Involves the immediate **danger of death or serious physical injury** to a person, or the danger of an escape of a prisoner, and
2. Requires that a **pen register or trap and trace device or process** be installed and used, before an order authorizing such device or process can, with due diligence, be obtained;

(b) There are **grounds**, under Chapter 934 of the Florida Statutes, upon which an order could be entered to authorize the installation and use of a pen register or trap and trace device or process; and

(c) An **application will be made for a court order** approving the installation and use of a pen register or tap and trace device or process under Florida Statute 934.31(4) **within 48 hours** after the use of the device or process begins.

Note: The application narration shall be thorough and clearly express the circumstances establishing the exigency.

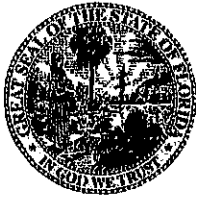
(d) Notification of **who** authorized the action and **who** authored the application shall be made, via electronic mail, to Chief Assistant Linda Drane Burdick (ldrane-burdick@sao9.org) within **six hours** of authorization.

Note: A copy of both the affidavit application and the court order shall be electronically mailed to Chief Assistant Linda Drane Burdick (ldrane-burdick@sao9.org) within **72 hours** of receipt of the order.

This designation is effective immediately, until revoked, or until the separation of the named law enforcement officer from the named law enforcement agency. Signed and dated at Orlando, Orange County, Florida, on this 26th day of June, 2013.

STATE ATTORNEY

JEFFREY L. ASHTON



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STATE ATTORNEY
NINTH JUDICIAL CIRCUIT
ORANGE AND OSCEOLA COUNTY, FLORIDA

LINDA DRANE BURDICK
CHIEF ASSISTANT STATE ATTORNEY

RICHARD I. WALLSH
CHIEF ASSISTANT/EXECUTIVE DIRECTOR

DESIGNATION of LAW ENFORCEMENT OFFICER
TO AUTHORIZE the EMERGENCY INTERCEPTION of COMMUNICATIONS

Pursuant to Florida Statutes 934.09(7) and 934.31(4), the following named investigative or law enforcement officer: *Captain Al Rodrigues of the Orange County Sheriff's Office* is specially designated by the undersigned **State Attorney** to authorize and implement the emergency installation and use of a **pen register, or trap and trace, device or process**, subject to the following conditions:

The law enforcement officer reasonably determines that:

(a) An **emergency** exists that:

1. Involves the immediate **danger of death or serious physical injury** to a person, or the danger of an escape of a prisoner, and
2. Requires that a **pen register or trap and trace device or process** be installed and used, before an order authorizing such device or process can, with due diligence, be obtained;

(b) There are **grounds**, under Chapter 934 of the Florida Statutes, upon which an order could be entered to authorize the installation and use of a pen register or trap and trace device or process; and

(c) An **application will be made for a court order** approving the installation and use of a pen register or tap and trace device or process under Florida Statute 934.31(4) **within 48 hours** after the use of the device or process begins.

Note: The application narration shall be thorough and clearly express the circumstances establishing the exigency.

(d) Notification of **who** authorized the action and **who** authored the application shall be made, via electronic mail, to Chief Assistant Linda Drane Burdick (ldrane-burdick@sao9.org) within six hours of authorization.

Note: A copy of both the affidavit application and the court order shall be electronically mailed to Chief Assistant Linda Drane Burdick (ldrane-burdick@sao9.org) within **72** hours of receipt of the order.

This designation is effective immediately, until revoked, or until the separation of the named law enforcement officer from the named law enforcement agency. Signed and dated at Orlando, Orange County, Florida, on this 26th day of June, 2013.

STATE ATTORNEY

JEFFREY L. ASHTON



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STATE ATTORNEY
NINTH JUDICIAL CIRCUIT
ORANGE AND OSCEOLA COUNTY, FLORIDA

LINDA DRANE BURDICK
CHIEF ASSISTANT STATE ATTORNEY

RICHARD I. WALLSH
CHIEF ASSISTANT/EXECUTIVE DIRECTOR

DESIGNATION of LAW ENFORCEMENT OFFICER
TO AUTHORIZE the EMERGENCY INTERCEPTION of COMMUNICATIONS

Pursuant to Florida Statutes 934.09(7) and 934.31(4), the following named investigative or law enforcement officer: *Captain Michael Doby of the Orange County Sheriff's Office* is specially designated by the undersigned **State Attorney** to authorize and implement the emergency installation and use of a **pen register, or trap and trace, device or process**, subject to the following conditions:

The law enforcement officer reasonably determines that:

(a) An **emergency** exists that:

1. Involves the immediate **danger of death** or **serious physical injury** to a person, or the danger of an escape of a prisoner, and
2. Requires that a **pen register or trap and trace device or process** be installed and used, before an order authorizing such device or process can, with due diligence, be obtained;

(b) There are **grounds**, under Chapter 934 of the Florida Statutes, upon which an order could be entered to authorize the installation and use of a pen register or trap and trace device or process; and

(c) An **application will be made for a court order** approving the installation and use of a pen register or trap and trace device or process under Florida Statute 934.31(4) **within 48 hours** after the use of the device or process begins.

Note: The application narration shall be thorough and clearly express the circumstances establishing the exigency.

(d) Notification of **who** authorized the action and **who** authored the application shall be made, via electronic mail, to Chief Assistant Linda Drane Burdick (ldrane-burdick@sao9.org) within **six hours** of authorization.

Note: A copy of both the affidavit application and the court order shall be electronically mailed to Chief Assistant Linda Drane Burdick (ldrane-burdick@sao9.org) within **72 hours** of receipt of the order.

This designation is effective immediately, until revoked, or until the separation of the named law enforcement officer from the named law enforcement agency. Signed and dated at Orlando, Orange County, Florida, on this 26th day of June, 2013.

STATE ATTORNEY

JEFFREY L. ASHTON