

City of Palm Coast, Florida Agenda Item

Agenda Date : February 1, 2022

Department	INFORMATION TECHNOLOGY	Amount
Item Key	12982	Account #
Subject	RESOLUTION 2022-XX APPROVING A LICENSE AGREEMENT WITH THE FLAGLER COUNTY SHERIFF'S OFFICE FOR ACCESS TO CITY-OWNED CAMERAS	
Background:	<p>The Flagler County Sheriff's Office (FCSO) requested access to the City-owned cameras for use in its Real Time Crime Center (RTCC). The City provided FCSO access to the City-owned cameras for use in their RTCC. This License Agreement formalizes the arrangement and clarifies the responsibilities of each party.</p> <p>This Agreement is separate and independent from the Traffic Camera and License Plate Reader (LPR) Agreement that was entered into between the City and FCSO in 2018.</p> <p>The FCSO will provide Council with an overview to the Real Time Crime Center.</p>	
Recommended Action :	<p>ADOPT RESOLUTION 2022-XX APPROVING A LICENSE AGREEMENT WITH THE FLAGLER COUNTY SHERIFF'S OFFICE FOR ACCESS TO CITY-OWNED CAMERAS</p>	

FLAGLER COUNTY SHERIFF'S OFFICE

REAL TIME



CRIME CENTER

SHERIFF RICK STALY

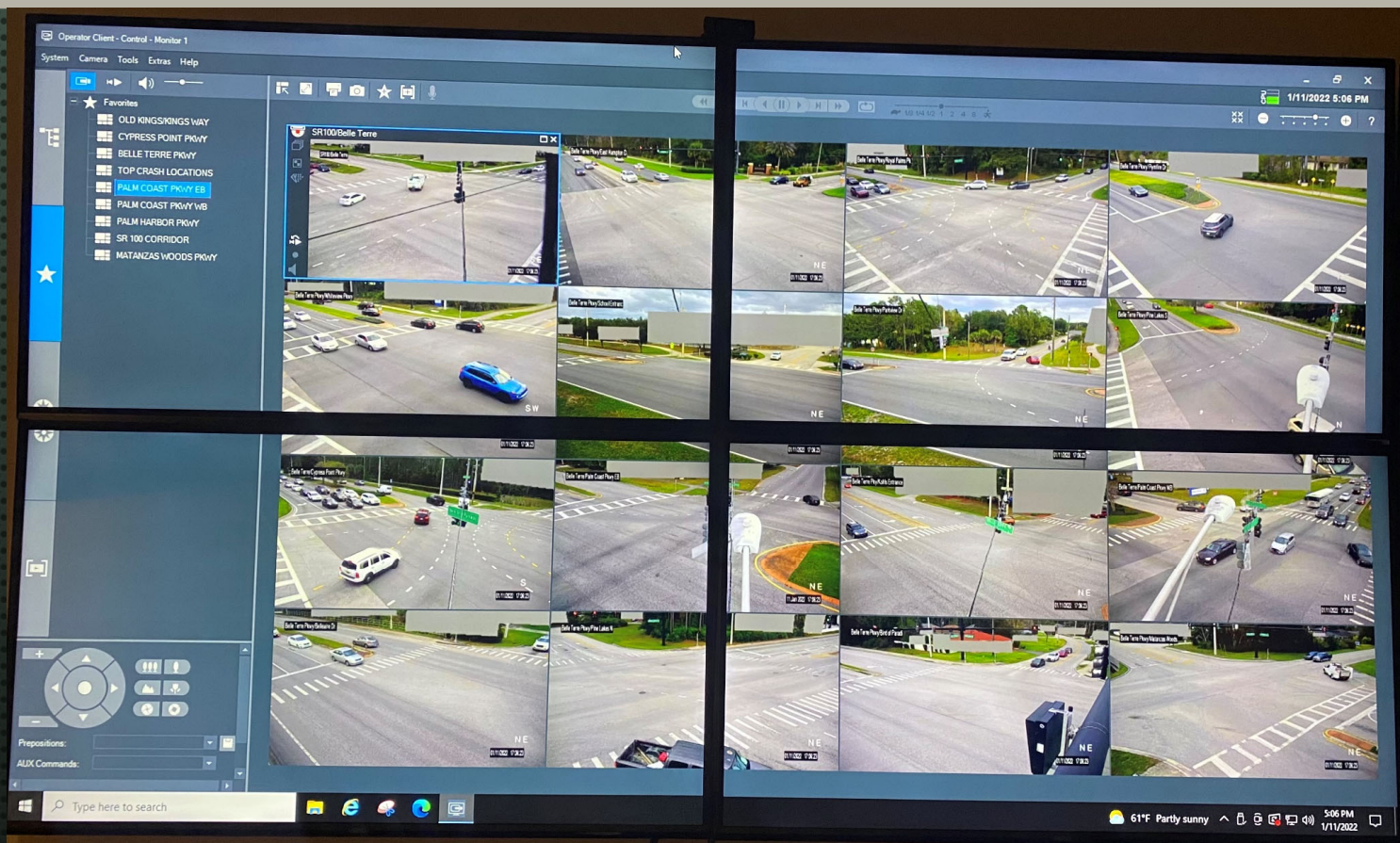
Commander Joseph Barile &
RTCC Supervisor Nikki North



SHERIFF

FLAGLER COUNTY

RICK STALY, SHERIFF
"An Honor to Serve, A Duty to Protect"





SHERIFF

FLAGLER COUNTY

RICK STALY, SHERIFF
"An Honor to Serve, A Duty to Protect"

FCSO Makes Arrest On Suspects From Texas—Hours After Palm Coast ATM Burglary; 87k Cash Recovered



As patrol deputies searched for the suspects, detectives with the FCSO General Assignment and Crime Scene Investigation (CSI) Units responded to the crime scenes. FCSO Detectives worked with Analysts in FCSO'S Real Time Crime Center (RTCC) and were able to track the suspects throughout the county. Through investigative techniques, it was determined the suspects drove a red 2021 Toyota Rav4, Avis-Budget rental vehicle from Texas to Flagler County. Once in Flagler, they stole the Ford F-250 from Enterprise Drive and used both vehicles to case the area of PNC Bank.



From Left to Right: Trevion Rice, Kevonte Dequawn Mikey Fobbs, Jayveon Quet White, and Deandre Matthew Thompson being booked at the Santa Rosa County Sheriff's Office.



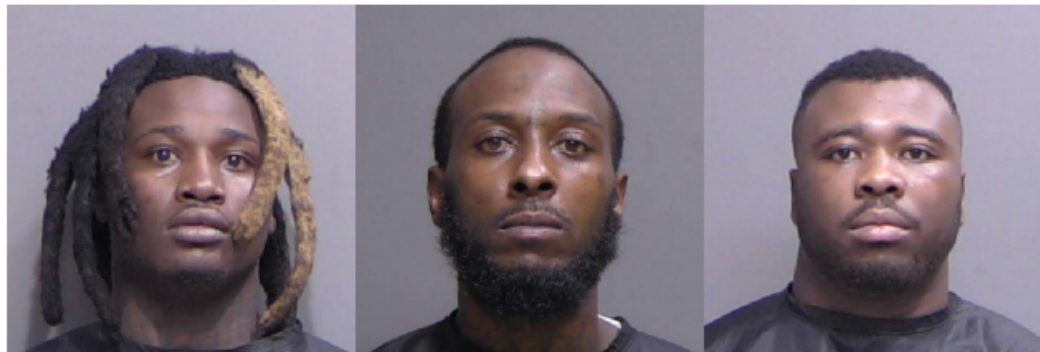
SHERIFF

FLAGLER COUNTY

RICK STALY, SHERIFF
"An Honor to Serve, A Duty to Protect"

Three Career Felons Quickly Arrested for Burglary Utilizing FCSO's Real Time Crime Center (RTCC)

On Monday, October 25, 2021, the Flagler County Sheriff's Office (FCSO) responded to a call about a vehicle burglary at Waterfront Park in Palm Coast. The Real Time Crime Center (RTCC) was able to identify the suspect vehicle and aid in the apprehension of the three suspects, later identified as Tra'Quad Gervin (DOB: 11/4/1996), Malachi Lemar Cruse (DOB: 7/1/1987), and Eriyaun Smart (DOB: 4/7/2000), all from Daytona Beach, FL.



Left: Eriyaun Smart, Center: Malachi Cruse, Right: Tra'Quad Gervin



SHERIFF

FLAGLER COUNTY

RICK STALY, SHERIFF
"An Honor to Serve, A Duty to Protect"

Christopher Holmes, 41, Faces Assault and Robbery Charges Following Series of Bizarre Palm Coast Incidents

APRIL 23, 2021 | [FLAGLERLIVE](#) | — 41 COMMENTS



Christopher Holmes, his car stopped in the middle of the intersection, walked around gesturing. It was one amid a series of bizarre and criminal incidents Thursday afternoon. (© FlaglerLive via FCSO video)

RESOLUTION 2022-____
FLAGLER COUNTY SHERIFF LICENSE AGREEMENT
ACCESS TO CITY-OWNED CAMERAS

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING THE TERMS AND CONDITIONS OF THE LICENSE AGREEMENT WITH FLAGLER COUNTY SHERIFF’S OFFICE FOR ACCESS TO CITY-OWNED CAMERAS; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; PROVIDING FOR SEVERABILITY, PROVIDING FOR CONFLICTS, PROVIDING FOR IMPLEMENTING ACTIONS, AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Flagler County Sheriff’s Office operates a Real Time Crime Center (RTCC) and has expressed a desire to access the city-owned cameras throughout the City of Palm Coast for law enforcement operations; and

WHEREAS, the City of Palm Coast desires to allow access to its cameras to the Flagler County Sheriff’s Office for use in its Real Time Crime Center.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE CITY OF PALM COAST, FLORIDA:

SECTION 1. APPROVAL OF AGREEMENT. The City Council hereby approves the terms and conditions of the License Agreement with the Flagler County Sheriff’s Office for access to City-owned cameras, as referenced herein and attached hereto as Exhibit “A.”

SECTION 2. AUTHORIZATION TO EXECUTE. The Mayor is hereby authorized to execute the License Agreement.

SECTION 3. SEVERABILITY. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Resolution are severable, and if any phrase, clause, sentence, paragraph or section of this Resolution shall be declared unconstitutional by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Resolution.

SECTION 4. CONFLICTS. All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 5. IMPLEMENTING ACTIONS. The City Manager is hereby authorized to take any actions necessary to implement the action taken in this Resolution.

SECTION 6. EFFECTIVE DATE. This Resolution shall become effective immediately upon its passage and adoption.

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on the 1st day of February 2022.

ATTEST:

CITY OF PALM COAST

VIRGINIA A. SMITH, CITY CLERK

DAVID ALFIN, MAYOR

APPROVED AS TO FORM AND LEGALITY:

NEYSA BORKERT, CITY ATTORNEY

Attachment: Exhibit A –License Agreement

**LICENSE AGREEMENT
ACCESS TO CITY-OWNED CAMERAS**

THIS LICENSE AGREEMENT ("Agreement"), is made and entered into this _____ day of _____ 2021, ("Effective Date") by and between the **City of Palm Coast**, a Florida municipal corporation of the State of Florida ("Licensor" or "City"), and the **Flagler County Sheriff's Office**, an independent constitutional officer of the State of Florida ("Licensee" or "FCSO"), collectively referred to as the "Parties".

WITNESSETH:

WHEREAS, FCSO furnishes law enforcement services and all necessary and appropriate functions, actions and responsibilities of a police and law enforcement force within Flagler County including within the legal boundaries of the City of Palm Coast; and

WHEREAS, City and FCSO have entered into an agreement for FCSO to provide enhanced law enforcement services within the City of Palm Coast; and

WHEREAS, FCSO operates a Real Time Crime Center (RTCC) which monitors video input from various feeds across Flagler County; and

WHEREAS, the City has installed security cameras throughout the City; and

WHEREAS, the City desires to permit FCSO to be able to monitor City-owned cameras for law enforcement operations;

NOW, THEREFORE, in consideration of ten (\$10.00) and other good and valuable consideration, the Parties agree as follows:

1. **Incorporation of Recitals.** The above recitals are true and correct and form a material part of this Agreement upon which the parties have relied.
2. **Grant of License.** Licensor hereby grants to Licensee the right to access the Licensor's non-traffic security cameras, through the approved platforms provided by Licensor, consistent with the terms of this Agreement, for the sole purpose of facilitating Licensee's law enforcement operations. This license to access Licensor's cameras shall include the right for Licensee to record the video footage obtained from said cameras for Licensee's use.
3. **Term of License.** The terms of this License Agreement shall be from the date written above until terminated in accordance with Section 6, Termination, below.

4. **FCSO's Obligations.**

- (A) FCSO shall only access City's security cameras through the software platform/platforms provided by City to FCSO. FCSO is not authorized to access the City's cameras through any other method, program or medium. FCSO must ensure that any access codes or login information provided by City is not disclosed to third parties.
- (B) Should FCSO record any of the video footage obtained through City cameras, FCSO will be responsible for compliance with public records laws as it pertains to such recordings.
- (C) FCSO agrees not to provide or allow third parties to access the City's security cameras or video feeds without the express written consent of the City.
- (D) FCSO may report camera outages to City to be repaired according to the City's schedule.

5. **City's Obligations.**

- (A) City shall provide FCSO access to the City's Genetec software platform, through which they will be able to view the City's non-traffic cameras. The City shall create user accounts for FCSO for the Genetec platform, as needed, at its own discretion. Access to the Genetec software platform and the City's non-traffic cameras shall only be through the City issued user accounts.
- (B) The City shall grant view-only access to all non-traffic City security cameras through the Genetec software platform.
- (C) City shall repair inactive or offline cameras according to its own schedule and at its sole convenience.
- (D) The City may temporarily take cameras offline for maintenance or other purposes at its sole discretion. City is under no obligation to keep any camera or cameras online or functioning under this Agreement.

6. **Termination.**

- (A) This Agreement may be terminated by either party, without cause, by providing the non-terminating party 30 days' advanced written notice of termination.
- (B) City can terminate this Agreement immediately without notice to FCSO if FCSO fails to abide by or comply with any of its obligations under this Agreement.

7. **Notice.** Any notices required in this Agreement shall be in writing and deemed to have been given as of the date and time the notice is personally delivered, transmitted electronically or within three (3) days after depositing with the United States Postal Service, postage prepaid by registered or certified mail, return receipt requested, or within one (1) day after depositing with Federal Express or other overnight delivery service from which a receipt may be obtained, and addressed as follows:

To Licensee:
Flagler County Sheriff's Office
Attn: General Counsel
901 E Moody Blvd.
Bunnell, FL 32110

To Licensor:
City of Palm Coast
Attn: City Manager
160 Lake Avenue
Palm Coast, FL 32164

or to such other address as either party shall designate to the other party by written notice.

8. **Ownership Rights.** Nothing in this Agreement shall be construed to grant the Licensee any interest, ownership or otherwise in the Licensor's property. Licensee hereby represents and warrants that Licensee has no ownership or other rights or interest in or to the Licensor's property and further agrees should any ownership, rights, or interest arise by virtue of any reason whatsoever, Licensee shall waive such rights in and to the property.
9. **Assignment.** This Agreement may not be assigned by Licensee.
10. **Entire Agreement.** This Agreement constituted the entire understanding between Licensor and Licensee. Neither this Agreement nor any provision hereof may be changed, modified, waived, discharged or terminated except by an instrument in writing signed by both Parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date(s) indicated below.

Licensee:
FLAGLER COUNTY SHERIFF'S OFFICE

Licensor:
CITY OF PALM COAST

Rick Staly, Sheriff

David Alfin, Mayor