



Bill No. 4171

Ordinance No. _____

INTRODUCED BY

ALDERMEN UTT, FINLEY, STALLMANN, ROACH, FLEMING, WEAVER, SIEGEL, BULLINGTON

AN ORDINANCE AUTHORIZING THE MAYOR OR CITY ADMINISTRATOR TO EXECUTE AN AGREEMENT WITH ST. LOUIS COUNTY, MISSOURI REGARDING THE PLACEMENT OF AUTOMATIC LICENSE PLATE RECOGNITION CAMERAS WITHIN THE RIGHTS-OF-WAY MAINTAINED BY ST. LOUIS COUNTY WITHIN THE CITY OF BALLWIN, MISSOURI.

WHEREAS, the City of Ballwin Police Department has determined that the installation of remote cameras programmed to automatically recognize license plates and vehicle information in specified locations can provide actionable evidence and otherwise deter potential crimes; and

WHEREAS, the Board of Aldermen has authorized the execution of an agreement with Flock Group, Inc. for the installation and maintenance of an automatic license plate detection camera system; and

WHEREAS, the City of Ballwin believes that the camera system can be more effective within the City if certain of the cameras are installed along rights-of-way maintained by St. Louis County; and

WHEREAS, St. Louis County is willing to grant the City permission to install, operate and maintain the camera system within certain rights-of-way maintained by St. Louis County.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF BALLWIN, ST. LOUIS COUNTY, MISSOURI, AS FOLLOWS:

Section 1. The Mayor or City Administrator is hereby authorized to execute an agreement with St. Louis County, Missouri to allow for the placement of license plate recognition cameras within rights-of-way maintained by St. Louis County in substantially the form of exhibits attached hereto.

Section 2. This ordinance shall take effect and be in full force from and after its passage and approval.

PASSED this ____ day of _____, 2023.

TIM POGUE, MAYOR

APPROVED this ____ day of _____, 2023.

TIM POGUE, MAYOR

ATTEST:

ERIC STERMAN, CITY ADMINISTRATOR

**AGREEMENT
FOR THE INSTALLATION, OPERATION, AND MAINTENANCE
OF LICENSE PLATE RECOGNITION CAMERA WITHIN ST. LOUIS COUNTY
MAINTAINED RIGHT OF WAY**

THIS AGREEMENT, is by and between St. Louis County (hereinafter "County") and City of Ballwin (hereinafter "City") for the installation, operation, and maintenance of license plate recognition cameras within St. Louis County's maintained right of way.

WITNESSETH:

WHEREAS, the City has approached the County requesting the installation of a license plate recognition camera within St. Louis County's maintained right of way and

WHEREAS, the County is willing to grant the City permission to install, operate and maintain license plate recognition cameras within St. Louis County's maintained right of way and

WHEREAS, Section 1105.057 SLCRO authorizes the County Executive to execute this Agreement on behalf of County.

NOW THEREFORE, in consideration of the mutual covenants, promises, and representations herein, the parties agree as follows:

1. The County grants authority to the City to install operate and maintain license plate recognition cameras at the following locations:
 - a. Big Bend Rd. at WB Ries Rd.
 - b. Clayton Rd. at EB Providence Rd.
 - c. Baxter Rd. at Clayton Rd.
2. The City shall not assign, transfer or delegate any interest in this Agreement without prior written consent of the County.
3. Changes in this Agreement, whether by modification or supplementation, must be accomplished by a formal amendment fully executed and approved by duly authorized representatives of the City and the County.
4. This Agreement shall commence upon the execution of this Agreement and shall be in effect until terminated as described below. Execution of this Agreement does not authorize the installation of any license plate recognition camera. A Special Use Permit must be obtained from the County's Department of Transportation and Public Works for such authorization.
 - a. The County may terminate this Agreement at any time due to safety concerns or for a material breach of contractual obligations by providing the City with a written notice of termination. Should the County exercise its right to terminate this Agreement for such reasons, cancellation will become effective upon the date specified in the notice of termination sent to the City.
 - b. The County may terminate this Agreement, for any reason, by providing thirty (30) days prior written notice to the City. If the County terminates agreement, the City shall be given the opportunity to remove and retain any cameras placed in County right of way.

- c. The County may terminate this Agreement immediately if the City or its license plate recognition camera vendor fails to provide an acceptable level of cyber security as determined by the County.
5. The City shall prepare plans for the construction of each license plate recognition cameras, supports, and bases for review and approval by the County. Approval of said plans is at the sole discretion of the County.
6. The acquisition of all easements and/or rights-of-way necessary for the installation, operation, and maintenance of license plate recognition camera equipment shall be the responsibility of the City.
7. The City shall be responsible for all costs associated with furnishing, installing and maintaining license plate recognition camera, including all requirements mandated by the County to accommodate the license plate recognition camera equipment, and the removal of each camera, if this Agreement is terminated as described in Paragraph 4.
8. The City, its approved installer, or its license plate recognition camera vendor shall furnish, install, and maintain all license plate recognition cameras, supports, and bases. The installation, operation or maintenance of any such equipment shall not alter or affect the mobility of any mode of transportation on any sidewalk or roadway dedicated for public use.
9. All proposed license plate recognition camera installs shall meet the following criteria.
 - a. Support poles shall be free standing and be MASH compliant
 - b. Cameras shall be solar powered with no hard-wired electrical power connection
 - c. Cameras shall transmit images of license plates only via a secure cellular or wireless connection
10. Any proposed license plate recognition cameras that do not meet the requirements set forth in paragraph 9 will require additional review and approvals before a revised Agreement can be provided to the City.
11. This Agreement does not authorize the use of any other type of equipment and/or cameras to be installed, operated or maintained other than license plate recognition cameras. If any other equipment is desired by City to perform any function other than license plate recognition, their installation, operation and/or maintenance will have to be addressed in a separate Agreement and permit.
12. The City, its approved installer, and/or its license plate recognition camera vendor shall be responsible for obtaining and paying for all applicable permits, including obtaining a Special Use Permit from the County's Department of Transportation and Public Works to authorize the installation of a license plate recognition camera. For any required permit, the City shall be listed as the Permittee and shall pay all associated permit costs. A permit will be required for each location at which a license plate recognition camera is to be installed.
13. If at any time, as determined by the County, any license plate recognition camera equipment needs to be relocated, the relocation of said equipment shall be the responsibility of the City, at no cost to the County. If the County should expend any funds in connection with the installation, maintenance, relocation or removal of said license plate recognition cameras, the City shall reimburse the County for the same.
14. The City, its approved installer, and/or its license plate recognition camera vendor shall only conduct work approved by authorized County personnel and as outlined in a Special Use Permit.

15. The City shall be responsible for all repairs and/or adjustments determined to be necessary due to vandalism, knockdowns and/or acts of God. A separate special use permit will be required for all repairs and/or adjustments determined to be necessary due to vandalism, knockdowns and/or acts of God.
16. Each year, during the month of January, the City shall apply for a renewal of this Agreement. The City will be responsible for all renewal fees imposed by the County. If a request for renewal is not received by March 1, the County shall remove any cameras listed in paragraph 1 at the expense of the City.
17. The renewal application shall contain:
 - a. The locations listed in paragraph 1 that are in place at the time of renewal and desired to remain in use for the following calendar year
 - b. Declaration of cyber security insurance carried by the City and/or their license plate recognition camera vendor.
 - c. A current Certificate of Insurance evidencing general liability coverage (bodily injury and property damage) in the amounts specified as the limits of liability set by the State for public entities shall be provided to St. Louis County by any entity performing work (including maintenance) within County right-of-way. Such certificate shall include "St. Louis County" as an additional insured. Certificate shall provide for a 30 day policy cancellation notice to St. Louis County. Upon request, the County will provide the specific amounts for both per person and per occurrence limits. Certificates shall be provided so the policy renewal date coincides with the yearly renewal date of this agreement.
18. This Agreement shall be construed to be in accordance with the laws of the State of Missouri.
19. All the terms, covenants and conditions of this Agreement shall insure to the benefit of and be binding upon the successors and assigns of all of the parties hereto.
20. To the fullest extent permitted by law, the City shall defend, indemnify, and hold County and its agents, officials and employees, harmless from and against all claims, damages, losses, and expenses, including reasonable attorney fees and costs, arising out of, or resulting in whole or in part from, any act or omission of the City or their contractors, subcontractors, agents or employees.

[Remainder of Page Intentionally Left Blank; Execution and Signature Page Follows]

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below:

CITY OF BALLWIN, MISSOURI

ST. LOUIS COUNTY, MISSOURI

Title_____

County Executive

Date_____

Date_____

ATTEST:

ATTEST:

City

Administrative Director

APPROVED AS TO LEGAL FORM:

APPROVED:

City Attorney

**Director, Department of
Transportation and Public Works**

APPROVED AS TO LEGAL FORM:

County Counselor

APPROVED:

Accounting Officer

Legal Review: _____

CE Review: _____