
 AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF
 WELDON SPRING, MISSOURI, TO EXECUTE AN AGREEMENT WITH
 ST. CHARLES COUNTY, MISSOURI, TO ACQUIRE AND
 DONATE LICENSE PLATE READER AND PAN TILT ZOOM
 CAMERA SYSTEMS AND MATTERS RELATING THERETO

WHEREAS, the City of Weldon Spring, Missouri, owns or intends to acquire certain License Plate Reader (LPR) and Pan-Tilt-Zoom (PTZ) cameras and wishes to donate said LPR and PTZ camera systems to St. Charles County, Missouri; and

WHEREAS, St. Charles County desires to accept the donation of the LPR and PTZ camera systems given the conditions and terms of this Agreement; and

WHEREAS, the City of Weldon Spring City and, St. Charles County wish for the LPR and PTZ camera systems to be operated in furtherance of law enforcement efforts in the City of Weldon Spring, and St. Charles County and aid in crime response, prevention, and resolution.

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF WELDON SPRING MISSOURI, AS FOLLOWS:

SECTION 1: That the Board of Aldermen of the City of Weldon Spring, Missouri, hereby authorize the Mayor to execute an agreement for the donation, maintenance, and operation of certain license plate reader (LPR) and pan-tilt-zoom (PTZ) camera systems, a copy of which is attached hereto as "**Exhibit A**" and is incorporated by reference herein.


SECTION 2: That this Ordinance shall be in full force and effect upon its enactment and approval.

READ TWO TIMES AND PASSED BY THE BOARD OF ALDERMEN OF THE CITY OF WELDON SPRING, MISSOURI, THIS 13th DAY OF JULY, 2023.



 Donald D. Lickliger, Mayor

Attest:



 William C. Hanks, City Clerk



BILL NO. 1201

ORDINANCE NO. 23-10

To approve Bill #

Motioned: Clutter

Seconded: Baker

Baker	<u>X</u>	<u> </u>	<u> </u>
Clutter	<u>X</u>	<u> </u>	<u> </u>
Conley	<u>X</u>	<u> </u>	<u> </u>
Kolb	<u>X</u>	<u> </u>	<u> </u>
Martiszus	<u> </u>	<u> </u>	<u> </u>
Yeager	<u>X</u>	<u> </u>	<u> </u>
Lickliger	<u> </u>	<u> </u>	<u> </u>

Absent: None

INTERGOVERNMENTAL AGREEMENT BETWEEN WELDON SPRING AND ST.
CHARLES COUNTY, MISSOURI REGARDING THE DONATION, MAINTENANCE, AND
OPERATION OF CERTAIN LICENSE PLATE READERS AND PAN TILT ZOOM
CAMERAS.

This intergovernmental agreement (Agreement or Contract) is made and entered into by and between the County of St. Charles, a political subdivision of the state of Missouri, hereinafter referred to as "County" and the City of Weldon Spring, a municipal corporation organized under the laws of the State of Missouri, hereinafter referred to as "City".

RECITALS

WHEREAS, the City owns or intends to acquire certain License Plate Readers (LPRs) and Pan-Tilt-Zoom (PTZ) cameras and wishes to donate said LPRs and PTZs to the County; and

WHEREAS, the County desires to accept the donation of the LPRs and PTZs given the conditions and terms of this Agreement; and

WHEREAS, the City and County wish for the LPRs and PTZs to be operated in furtherance of law enforcement efforts in the City and County and aid in crime response, prevention, and resolution.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Transfer of Ownership.** The City shall transfer full and complete ownership of the LPR and PTZ cameras and related equipment identified and defined in attached Exhibit 1 without any reservation or retention effective the date of the execution of this agreement.
2. **Costs.** The City shall retain and assume responsibility for all costs associated with the purchase or lease of the donated LPRs and PTZs. The City may comply with this obligation either by performing and ensuring completion of such directly, by way of contracting with a third-party vendor subject to County approval, or by direct reimbursement of the County for costs incurred. This includes the cost to maintain any licenses (software or otherwise) necessary for the ongoing operation of the LPRs and PTZs and any related information technology costs. When the County incurs costs for the

operation of the LPRs and PTZs, it shall endeavor to provide the City with reasonable notice. The County may submit an invoice to the City for costs at the time they are incurred, quarterly, or annually. City shall reimburse County within the same County fiscal year as it received the invoice from County. City does not agree to reimburse County for any costs associated with the operation of LPRs and PTZs not transferred by this agreement or later obtained by County by any other means except that the parties may make additional transfers pursuant to the same terms of this agreement by written amendment.

3. **Data Retention.** The parties agree and acknowledge that post-execution of this agreement and transfer of ownership of the LPRs and PTZs, any data, video, or other records created by the LPRs and PTZs will be the property of County. County will assume and maintain sole responsibility for retention and storage of the data created and shall comply with all relevant record retention laws. Any records created prior to the transfer of ownership shall remain the property of the party maintaining control and ownership of the records at that time.
4. **Open Records Laws.** The parties agree and acknowledge that each party is solely responsible for its own compliance with any applicable open records laws. It is the assumption of the parties that the County, after execution of this agreement and transfer of ownership of the LPRs and PTZs and equipment at issue, will be responsible for responding to open records requests as to County property and records. This agreement creates no joint responsibilities as the parties relate to one another and reflects no intent on either party to assume responsibility for the other's compliance with said laws.

Response to requests made to the city by third parties prior to execution of this agreement remain the city's sole responsibility.

5. **Placement of LPR Devices.** While the County will retain the ultimate decision-making authority post-execution as to the placement of the LPRs and PTZs and related equipment, the County shall solicit the input of the City as to any placement decisions and endeavor to work with City in good faith.
6. **Ongoing Operations.** The County shall be responsible for ongoing operation of the LPR's including but not limited to regular oversight and supervision, storage of data or records produced by the system after transfer, and monitoring of system performance. The County shall utilize the LPRs and PTZs for law enforcement efforts within the City. County will allow City access to LPRs and PTZs data by way of electronic file upon City's request.
7. **Defense of Claims.** City is not responsible for defense of claims against the County or County departments arising from the operations of the LPRs and PTZs. County will be responsible for defense of such claims. However, City shall be responsible for asserting rights, providing cooperation, communicating with manufacturer/seller/lessor of LPRs and PTZs, and any similar action at request of County should latent defects, warranty issues, manufacturer's liability issues, or any other issues, claims, or damages arise from the initial purchase of the LPRs and PTZs or their manufacture.
8. **Effective Date.** This agreement shall become effective as of the date when it is fully executed by the last party to sign this agreement.
9. **Term & Renewals.** City and County enter into this agreement effective the date of execution and for an initial period thereafter subject to the same terms for five (5)

calendar years. The parties may renew this agreement thereafter for additional five (5) year periods through the service life of the last functioning LPR and PTZ transferred by this agreement still in operation (or subsequent LPRs and PTZs City may donate to County and transferred by amendment subject to the terms of this original agreement).

10. Termination.

- a. Either party may terminate this contract upon written notice to the other party of material breach, provided that the non-terminating party shall have 30 days to cure the alleged breach. If the non-terminating party fails to cure the breach within the 30-day notice period, the non-breaching party may terminate the contract by final notice. Such termination shall be without prejudice to any other rights or remedies that the non-breaching party may have against the breaching party, including the right to seek damages or other relief.
- b. Either party may terminate this contract for convenience upon 90 days written notice to the other.
- c. No termination of this agreement shall relieve a party of any obligation to pay for costs already incurred by the other party under the contract prior to the effective date of termination.

11. Notices. Any notice provided for or permitted pursuant to the terms of this Agreement shall be served by delivering same to the party to receive notice either by one or more of the following methods: hand delivery, e-mail or facsimile transmission, or certified or registered United States mail, return receipt requested. All notices shall be delivered, transmitted by e-mail or fax or mailed pursuant to the following instructions:

To County:

County Executive Steve Ehlmann
Executive Office Building
100 North Third Street, Suite 318
St. Charles, Missouri 63301
E-mail: Executive@sccmo.org

and

County Counselor
Executive Office Building
100 North Third Street, Suite 216
St. Charles, Missouri 63301
E-mail: Counselor@sccmo.org

To City:

Mayor Donald Lickliger
City of Weldon Spring
5401 Independence Road
Weldon Spring, Missouri 63304
Facsimile number: (636) 441-8495

Notice served by e-mail, facsimile, or personal delivery shall be deemed delivered and received upon actual receipt which in the case of service by facsimile transmission may be proved by reference to the sender's printed facsimile transmission report, verified by affidavit of the operator, and in the case of personal delivery by the affidavit of the person or representative of the company effecting delivery. Notice of service by mail shall be deemed delivered on the second day following deposit of the notice in the United States Postal Service system as reflected on the certified or registered mail receipt.

12. **Assignments.** This Agreement is not assignable by either party. The rights and privileges created and granted by this Agreement are to be exercised solely by County and City.
13. **Entire Agreement.** This agreement contains the entire understanding and agreement between the parties relating to the subject matter of this agreement and supersedes all

prior negotiations, understandings, and other related agreements between the parties, whether written or oral.

14. **Counterparts.** This agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A signed copy of this agreement transmitted by facsimile, email, or other electronic means shall have the same legal effect as an original signed copy of this agreement.

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WHEREFORE, the parties hereto have executed this Agreement and Addendum, with the effective date of the day and year last written below.

CITY OF WELDON SPRING, MISSOURI

Donald D. Licklider
Donald Licklider, Mayor

July 25, 2023
Date

ATTEST:

Mark C. Hanks
City Clerk

ST. CHARLES COUNTY, MISSOURI

Steve Ehlmann, County Executive

Date

ATTEST:

Brenda Hinton, County Registrar