

Introduced by: City Manager Nathan Mai-Lombardo

**AN ORDINANCE OF THE CITY OF BERKELEY, MISSOURI, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR INSTALLATION, OPERATION, AND MAINTENANCE OF CAMERAS WITHIN ST. LOUIS COUNTY MAINTAINED RIGHT OF WAY (THE COUNCIL FIND THAT AN EMERGENCY EXISTS AND DECLARES THAT PASSAGE OF THIS WELFARE OF THE CITIZENS OF THE CITY OF BERKELEY.)**

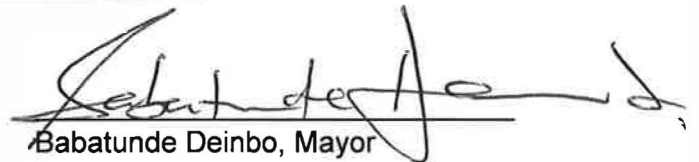
**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BERKELEY, MISSOURI, AS FOLLOWS:**

- Section 1.** The City Manager is hereby authorized to enter into and execute an agreement for the installation, operation, and maintenance of license plate recognition cameras within St. Louis County’s maintained right of way.
- Section 2.** The agreement is attached and hereby incorporated herein and made a part of this ordinance, as if fully set out herein.
- Section 3.** This Ordinance shall be in full force and effect from and after its date of passage.
- Section 4.** This Council does hereby find and declare that an emergency exists, which requires the immediate passage of this ordinance for the preservation of the welfare of the citizens of the City of Berkeley.

1st Reading this 05<sup>th</sup> day of February 2024

2nd Reading this 05<sup>th</sup> day of February 2024

3rd Reading, PASSED and APPROVED, this 05th day of February 2024

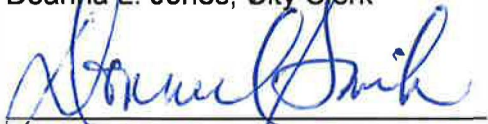


Babatunde Deinbo, Mayor

ATTEST:



Deanna L. Jones, City Clerk



Approved as to Form:  
Donnell Smith, City Attorney

Final Roll Call:

|                                       |                                             |
|---------------------------------------|---------------------------------------------|
| Councilwoman Verges                   | Aye ___ Nay ___ Absent ___ Abstain ___      |
| Councilwoman Williams                 | Aye <u>X</u> Nay ___ Absent ___ Abstain ___ |
| Councilman Hoskins                    | Aye ___ Nay <u>X</u> Absent ___ Abstain ___ |
| Councilwoman Anthony                  | Aye <u>X</u> Nay ___ Absent ___ Abstain ___ |
| Councilman Hindeleh                   | Aye <u>X</u> Nay ___ Absent ___ Abstain ___ |
| Councilwoman-at-Large Crawford-Graham | Aye <u>X</u> Nay ___ Absent ___ Abstain ___ |
| Mayor Deinbo                          | Aye <u>X</u> Nay ___ Absent ___ Abstain ___ |

100

**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 Berkeley (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. Airport Rd @ Witsell Ave West Bound
  - b. Airport Rd @ Langdon Ct East Bound
  - c.
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.
  - 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 Berkeley

ST. LOUIS COUNTY, MISSOURI



\_\_\_\_\_  
County Executive

Title City Manager

Date 2/7/24

Date \_\_\_\_\_

ATTEST:


ATTEST:



\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Administrative Director

APPROVED AS TO LEGAL FORM:



\_\_\_\_\_  
City Attorney

APPROVED:

\_\_\_\_\_  
Director, Department of Transportation and Public Works



APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
County Counselor

APPROVED:

\_\_\_\_\_  
Accounting Officer

Legal Review: \_\_\_\_\_

CE Review: \_\_\_\_\_