
WHEREAS, Section 70.220 RSMo. authorizes an intergovernmental agreement between political subdivisions for the purposes herein set out; and

WHEREAS, various municipalities throughout St. Charles County have agreed to share the cost of high resolution geo-referenced aerial photography imagery with the County; and

WHEREAS, the County and some cities have previously obtained orthoimagery through various regional government consortiums; and

WHEREAS, this project will replace the need for the county and each city to contract separately with a consortium for orthoimagery and provide the County and its participating municipalities with both ortho and
oblique imagery; and

WHEREAS, the County and municipalities have determined that in addition to orthoimagery, oblique imagery will greatly assist staff in the assessment process, and will also notably benefit County and Municipal staff in code enforcement, law enforcement, and other such purposes; and

WHEREAS, the orthoimagery currently utilized by the County and available on its public facing GIS map is now two years old and it is necessary in a growing county to capture imagery regularly to provide current data for the county and its residents; and

WHEREAS, the Council approved a contract with Pictometry International Corporation in September 2019 to provide these services and capture imagery every two years; and

WHEREAS, this project was included within the Capital Improvement Plan with the County’s portion of project cost being provided largely by the County Assessor’s Assessment Fund supplemented with funds from the County’s Capital Improvement Fund.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY COUNCIL OF ST. CHARLES COUNTY, MISSOURI, AS FOLLOWS:

Section 1. The County Executive is hereby authorized to execute the Agreement Between St. Charles County and the City of O’Fallon, the City of St. Charles, the City of St. Peters,
the City of Wentzville, the City of Lake Saint Louis, the City of Dardenne Prairie, the City of Weldon Spring, and the City of Cottleville, to share costs regarding ortho and oblique imagery from Pictometry.

Section 2. The Agreement Between St. Charles County and the Cities shall be substantially the same in form and content as that attached hereto as **EXHIBIT A** and incorporated herein.

Section 3. Compliance with all terms of the agreement shall be the responsibility of the County Assessor.

Section 4. This ordinance shall be in full force and effect from and after the date of its passage and approval and such agreement shall be valid upon the passage of an ordinance of the governing body of each governmental entity entering into such agreement as required by Chapter 70 of the Revised Statutes of the State of Missouri.

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DATE PASSED

DATE APPROVED BY COUNTY EXECUTIVE

CHAIR OF THE COUNCIL

COUNTY EXECUTIVE
ATTEST:

________________________
COUNTY REGISTRAR
EXHIBIT A


This Agreement is made by and between ST. CHARLES COUNTY, MISSOURI, (hereinafter “County”) and the CITIES OF O'FALLON, ST. CHARLES, ST. PETERS, WENTZVILLE, LAKE SAINT LOUIS, DARDENNE PRAIRIE, WELDON SPRING, and COTTLEVILLE, MISSOURI, municipal corporations, (hereinafter “Cities”), each also referred to individually as “City”, (County and each City each being a “Party” and collectively “Parties”) pursuant to Section 70.220 RSMo., and authorized by Ordinance ______________ of the County.

Section 1. Purpose: County and Cities enter into this agreement to share costs for high resolution geo-referenced aerial imagery services (hereinafter “Imagery”) provided to the County by Pictometry International Corporation (hereinafter “Pictometry”) pursuant to the agreement dated ______________, between County and Pictometry (hereinafter “Pictometry Services Agreement”) hereby attached as Exhibit A.

Section 2. Imagery Background: Generally, the County will procure ortho and oblique imagery on behalf of the parties. Ortho imagery will be provided to each City and County will require Pictometry International Corporation to furnish a viewer to each Party to this Agreement to utilize the obliques by only authorized users through its Connect Explorer web application. Further, the obliques can be accessed by utilization of an API (Application Programming Interface) through the County and Cities’ public facing mapping application if they so elect.

Section 3. Responsibilities of the Cities:

A. Each City shall each be responsible for their respective annual cost specified in Section 14 of this Agreement.
B. Each City agrees to and acknowledges that access and use of the images will be per each individual City, and that payment is also individualized, regardless of the actions of the other Cities.
C. Each City agrees to use the Imagery solely for business purposes and to not allow resale or redistribution of the data for non-governmental business.
D. Each City shall provide a point of contact for the County regarding this Agreement.
E. Each City shall submit to the County Information Systems Department the name, department, title and email address of each City employee that is to be provided authorized access to Connect Explorer for the purposes of viewing oblique imagery.
F. Each City shall respond to County requests to review and update authorized user lists.

G. Each City shall be responsible to ensure that their employee authorized users abide by all relative terms and conditions contained in the Pictometry Services Agreement.

Section 4. Responsibilities of the County:

A. The County shall provide Cities a copy (by electronic or physical means) of Imagery and associated metadata as delivered to the County by Pictometry pursuant to the Pictometry Services Agreement.

B. The County shall maintain a database of authorized users from the County and each City that are assigned a login username and password to access the Pictometry-hosted custom imagery libraries through Connect Explorer.

C. The County shall annually purge any authorized users to Connect Explorer that have not logged in during the prior twelve-month period.

D. The County shall provide API’s as delivered to the County by Pictometry to each City for their use to provide the oblique imagery viewer through any City hosted public facing GIS webmap.

E. The County shall be the point of contact with Pictometry.

F. The County will pay Pictometry all sums due for services rendered and enforce Pictometry’s obligations under the Pictometry Services Agreement at no cost to Cities.

G. County will contribute $90,000 annually for Pictometry Imagery under the Pictometry Services Agreement.

H. The County shall annually invoice the City in amounts pursuant to Section 14 below.

Section 5. Notices: The parties shall provide notices to each other in writing mailed or faxed to the persons identified on the signature page of this Agreement, or to such officials as those persons may designate in writing.

Change requests for authorized access to Connect Explorer shall be made to the County Information Systems Department at GISservices@sccmo.org.

Section 6. Term: This Agreement shall be for a term beginning January 1, 2020 and expiring on December 31, 2026.

Section 7. Indemnification: To the extent allowed or permitted by law, each City shall indemnify, defend, and hold harmless the County, its council members, executive, officers, employees, and agents, from and against losses, costs, claims, demands, damages and/or expenses arising out of any demand, claim, suit or judgment for damages to property or injury to or death of persons, and including payment under any workers’ compensation law, or under any plan for employee’s disability or death benefit, which may arise out of or be caused in whole or in part by the fault, failure, negligence, or alleged negligence of that City, its officers, employees, agents, or servants in performing its obligations under this Agreement.
To the extent allowed or permitted by law, the County shall indemnify, defend, and hold harmless each City, its officials, chief executive, officers, employees, and agents, from and against losses, costs, claims, demands, damages and/or expenses arising out of any demand, claim, suit or judgment for damages to property or injury to or death of persons, and including payment under any workers’ compensation law, or under any plan for employee’s disability or death benefit, which may arise out of or be caused in whole or in part by the fault, failure, negligence, or alleged negligence of the County, its officers, employees, agents, or servants in performing its obligations under this Agreement.

Section 8: Assignment: This Agreement is not assignable. No Party shall assign, transfer, or delegate any interest in this Agreement to anyone. Any attempted assignment shall be void and of no force and effect.

Section 9: Miscellaneous Provisions

A. The Agreement shall be governed by the laws of the State of Missouri, both as to interpretation and performance. Any and all legal action necessary to enforce this Agreement shall be brought in the Circuit Court of St. Charles County, Missouri.

B. This Agreement constitutes the entire agreement between the parties hereto with respect to the transactions contemplated herein.

C. The parties to this Agreement are independent entities, and none are an agent of the other.

D. Anything to the contrary contained herein notwithstanding, no provision, term, or condition in this Agreement shall constitute or be construed as, a waiver of the defenses of sovereign immunity, official immunity, or governmental immunity, by whatever name, as set forth in Section 537.600 RSMo. et seq., for any monetary amount whatsoever, or of any other defenses howsoever named, that are, or in the future may become, available to the parties by statute or common law.

E. Any obligation on the part of any City to pay any amount due under this Agreement is subject to appropriation by each City in each fiscal year of funds sufficient to fulfill the terms of this Agreement. Should a City fail to appropriate any funds to this agreement, this Agreement shall terminate effective immediately and the City will not receive access to the imagery as determined in the County’s sole discretion.

Section 10. Breach: Any of the following events will constitute a breach of this Agreement:

A. The failure by City to pay when due and payable, their payment to the County provided for in this Agreement.

B. The failure of any City or County to perform any other term, condition, or covenant of this Agreement which failure has not been corrected within 15 days of the date of written notice of such nonperformance given to it by the other party.

C. All instances specifically stated elsewhere in the Agreement to constitute a breach of this Agreement.
Section 11. Termination for Breach: The parties agree to the following remedies in the event of any breach, which shall be cumulative and not exclusive:

A. In the event of breach by a City, the County may terminate the Agreement as to that City by giving the City written notice no later than 30 days prior to the termination effective date stated in the written notice of termination, and keep the entire amount of annual payments, if any, already made to the County by the City under this Agreement, and restrict all City access to the imagery.

B. In the event of breach by the County, a City may terminate the Agreement as to that City by giving the County written notice of termination no later than 30 days prior to the termination effective date stated in the written notice of termination.

C. Termination by one City does not void or modify this Agreement as to other Parties.

Section 12. No Waiver: In no event shall the continued performance of services under this Agreement by any Party after the occurrence of any event of breach by any Party be construed as a waiver of damages for such breach or as a modification of this Agreement. The waiver of one breach under this Agreement by any Party shall not constitute a waiver of subsequent breaches.

Section 13. Amendments: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of each City and the County.

Section 14. Compensation Payable to St. Charles County:

<table>
<thead>
<tr>
<th>Municipality</th>
<th>Annual Cost</th>
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<tbody>
<tr>
<td>City of O’Fallon, Missouri</td>
<td>$13,856.50</td>
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<td>City of Weldon Spring, Missouri</td>
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<tr>
<td>City of Cottleville, Missouri</td>
<td>$942.80</td>
</tr>
</tbody>
</table>

Section 15. Execution in Counterparts: This Agreement may be signed in any number of counterparts, and if so signed and delivered, the counterparts, taken together and bearing the parties’ signatures, shall together be deemed to be an original and shall constitute but one and the same binding Agreement.
IN WITNESS WHEREOF, the Parties have entered into this Intergovernmental Agreement on the date last written below.

Executed by ST. CHARLES COUNTY, MO this _______ day of __________________, 2019.

ST. CHARLES COUNTY

Signature:___________________________

Printed Name:________________________

Title:  ______________________________

ATTEST:

Signature:___________________________

Printed Name:________________________

Title:  ______________________________

CERTIFICATE OF ST. CHARLES COUNTY DIRECTOR OF FINANCE

I certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this contract is chargeable, and a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made, each sufficient to meet this obligation.

____________________________
Director of Finance

____________________________
Date
Executed by THE CITY OF O’FALLON, MO this ______ day of __________________, 2019.

THE CITY OF O’FALLON

Signature: __________________________
Printed Name: ______________________
Title: ______________________________

ATTEST:

Signature: __________________________
Printed Name: ______________________
Title: ______________________________

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
Executed by THE CITY OF ST. CHARLES, MO this ______ day of ________________, 2019.

THE CITY OF ST. CHARLES

Signature:___________________________
Printed Name:________________________
Title:  ______________________________

ATTEST:

Signature: ___________________________
Printed Name:_________________________
Title:  ______________________________

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Executed by THE CITY OF ST. PETERS, MO this _______ day of __________________, 2019.

THE CITY OF ST. PETERS

Signature:___________________________
Printed Name:________________________
Title: ______________________________

ATTEST:

Signature: ___________________________
Printed Name:________________________
Title: ______________________________

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Executed by THE CITY OF WENTZVILLE, MO this _______ day of __________________, 2019.

THE CITY OF WENTZVILLE

Signature:__________________________
Printed Name:________________________
Title: ______________________________

ATTEST:

Signature: ___________________________
Printed Name:________________________
Title: ______________________________

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
Executed by THE CITY OF LAKE SAINT LOUIS, MO this _______ day of __________________, 2019.

THE CITY OF LAKE SAINT LOUIS

Signature:________________________
Printed Name:_____________________
Title: ____________________________

ATTEST:

Signature: _________________________
Printed Name:_____________________
Title: ____________________________

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
Executed by THE CITY DARDENNE PRAIRIE, MO this ______ day of __________________, 2019.

THE CITY OF DARDENNE PRAIRIE

Signature: __________________________
Printed Name: ______________________
Title: ______________________________

ATTEST:

Signature: __________________________
Printed Name: ______________________
Title: ______________________________

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
Executed by THE CITY OF WELDON SPRING, MO this _______ day of __________________, 2019.

THE CITY OF WELDON SPRING

Signature:_________________________
Printed Name:_____________________
Title: ____________________________

ATTEST:

Signature: _________________________
Printed Name: _____________________
Title: ____________________________

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
Executed by THE CITY OF COTTLEVILLE, MO this ______ day of __________________, 2019.

THE CITY OF COTTLEVILLE

Signature: ___________________________
Printed Name: _______________________
Title: ______________________________

ATTEST:

Signature: ___________________________
Printed Name: _______________________
Title: ______________________________

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