

Date October 4, 2021

APPROVING CONSENT AND ADDENDUM TO LICENSE AGREEMENT FOR SKYWALK SECURITY CAMERAS

WHEREAS, on September 14, 2020, by Roll Call Number 20-1528 the City entered into a "License Agreement (Skywalk Security System)" Des Moines Skywalk Association for the purpose of allowing the use of security cameras in City of Des Moines parking garages; and,

WHEREAS, Des Moines Skywalk Association seeks to modify the terms of the license to clarify locations of cameras and terms; and,

WHEREAS, the modifications are acceptable to the City.

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Des Moines, Iowa, that the attached Consent and Addendum to License Agreement for Skywalk Security Cameras is hereby approved. The Mayor and City Clerk are hereby authorized and directed to execute the Agreement on behalf of the City of Des Moines.

MOVED by Gatto to adopt.

FORM APPROVED:

/s/ Thomas G. Fisher Jr.

Thomas G. Fisher Jr.
Assistant City Attorney

| COUNCIL ACTION | YEAS | NAYS | PASS | ABSENT |
|----------------|------|------|------|--------|
| COWNIE | ✓ | | | |
| BOESEN | ✓ | | | |
| GATTO | ✓ | | | |
| GRAY | ✓ | | | |
| MANDELBAUM | ✓ | | | |
| VOSS | ✓ | | | |
| WESTERGAARD | ✓ | | | |
| TOTAL | 7 | | | |

MOTION CARRIED APPROVED

T. M. Franklin Cowie
Mayor

CERTIFICATE

I, P. Kay Cmelik, City Clerk of said City hereby certify that at a meeting of the City Council of said City of Des Moines, held on the above date, among other proceedings the above was adopted.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.

P. Kay Cmelik City Clerk

**CONSENT AND ADDENDUM
TO LICENSE AGREEMENT FOR
SKYWALK SECURITY CAMERAS**

WHEREAS:

- the undersigned LICENSOR is a party to a License Agreement providing, among other things, for the installation, operation, and maintenance of a system of security cameras in the Des Moines Skywalk, components of which will be located on property of the LICENSOR;
- the License Agreement provides that the LICENSOR must approve the plans and specifications of the system components that are to be installed on the LICENSOR's property prior to installation;
- all system components are to be installed and maintained in a good and workmanlike manner, in compliance with all applicable codes and ordinances, and with minimal disruption to LICENSOR's property and the use of the LICENSOR's property;
- some of the properties in which system components will be installed include the placement of the cameras themselves and those cameras, in order to operate, will require access/connection to electrical power from the electrical power system of the LICENSOR;
- the cameras will require a minimal amount of uninterrupted electrical power for operation;
- cable/wiring for the system installed in all of the various properties that have portions of the skywalk running through them will be appropriately labeled in order to distinguish that cable/wiring from other cable/wiring that may be located in proximity now or in the future;
- attached hereto is Exhibit A, which contains a schematic and plans and specifications for the portion of the security camera system that will be installed upon the LICENSOR's property.

THEREFORE, in consideration of the foregoing, the terms and provisions of the License Agreement, and other good and value consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

1. The LICENSOR consents to the installation and maintenance of security camera system components in accordance with the foregoing and the attached Exhibit A.
2. As an Addendum to the License Agreement, the LICENSOR agrees that it will not voluntarily or intentionally disturb cable/wiring traversing any portion of LICENSOR's property while the License Agreement remains in force and effect.
3. As an Addendum to the License Agreement, each LICENSOR in whose property one or more cameras will be installed and maintained, agrees that the camera(s) can be connected

to the electrical system of the LICENSOR and the LICENSOR will not voluntarily or intentionally interrupt that electricity supply while the License Agreement remains in force and effect.

4. Except as modified or clarified by this CONSENT AND ADDENDUM, all other terms and conditions of the License Agreement remain in force and effect.

Dated this 4th day of October, 2021

CITY OF DES MOINES, IOWA

ATTEST:

By: *P. Kay Cmelik*
P. Kay Cmelik, City Clerk

By: *T.M. Franklin Cownie*
T.M. Franklin Cownie, Mayor

STATE OF IOWA)
) ss.
COUNTY OF POLK)

On this 4th day of October, 2021, before me, the undersigned, a Notary Public in the State of Iowa, personally appeared T.M. FRANKLIN COWNIE and P. KAY CMELIK, to me personally known, and who, being by me duly sworn did state that they are the Mayor and City Clerk, respectively, of City of Des Moines, Iowa, a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the corporation; that the instrument was signed on behalf of City of Des Moines, Iowa, by authority of its City Council, as contained in the Resolution adopted by City Council under Roll Call No. 21- 1484 of City Council on the 4th day of October, 2021, and that T.M. FRANKLIN COWNIE and P. KAY CMELIK acknowledged the execution of the instrument to be the voluntary act and deed of City of Des Moines, Iowa, by it and by them voluntarily executed.

Catherine Lee Carr-Davis
Notary Public in the State of Iowa

APPROVED AS TO FORM:

Thomas G. Fisher Jr.
Thomas G. Fisher Jr.
Assistant City Attorney

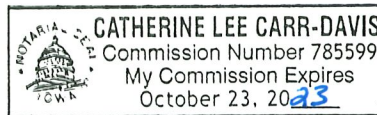
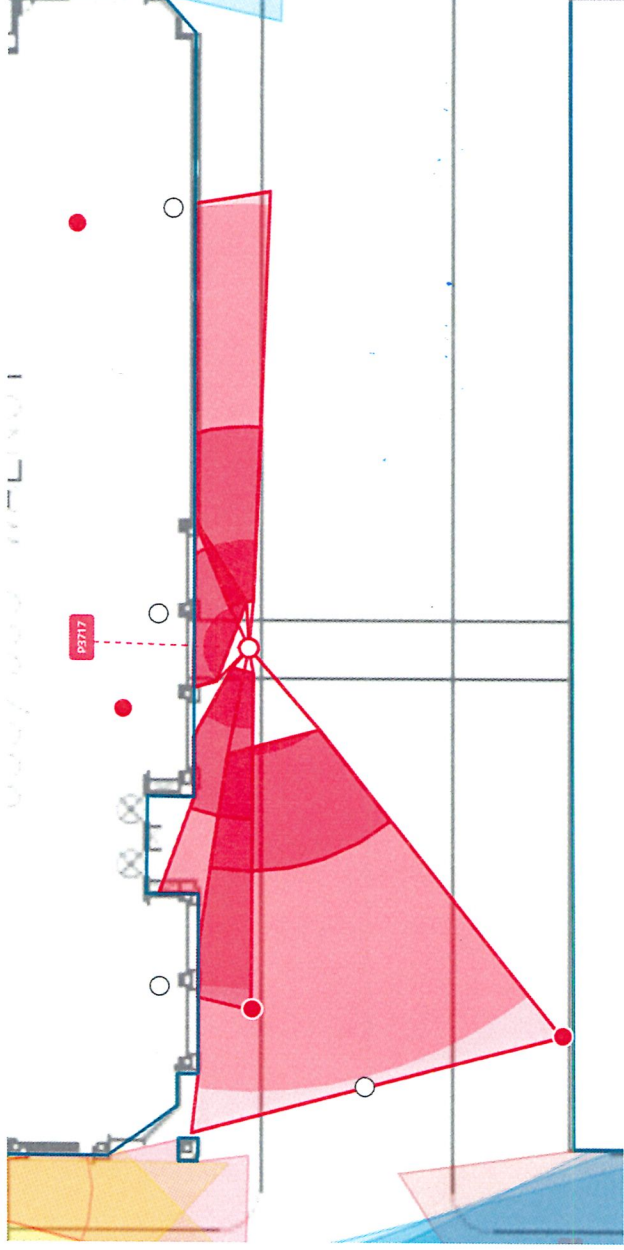


EXHIBIT A

Camera 1

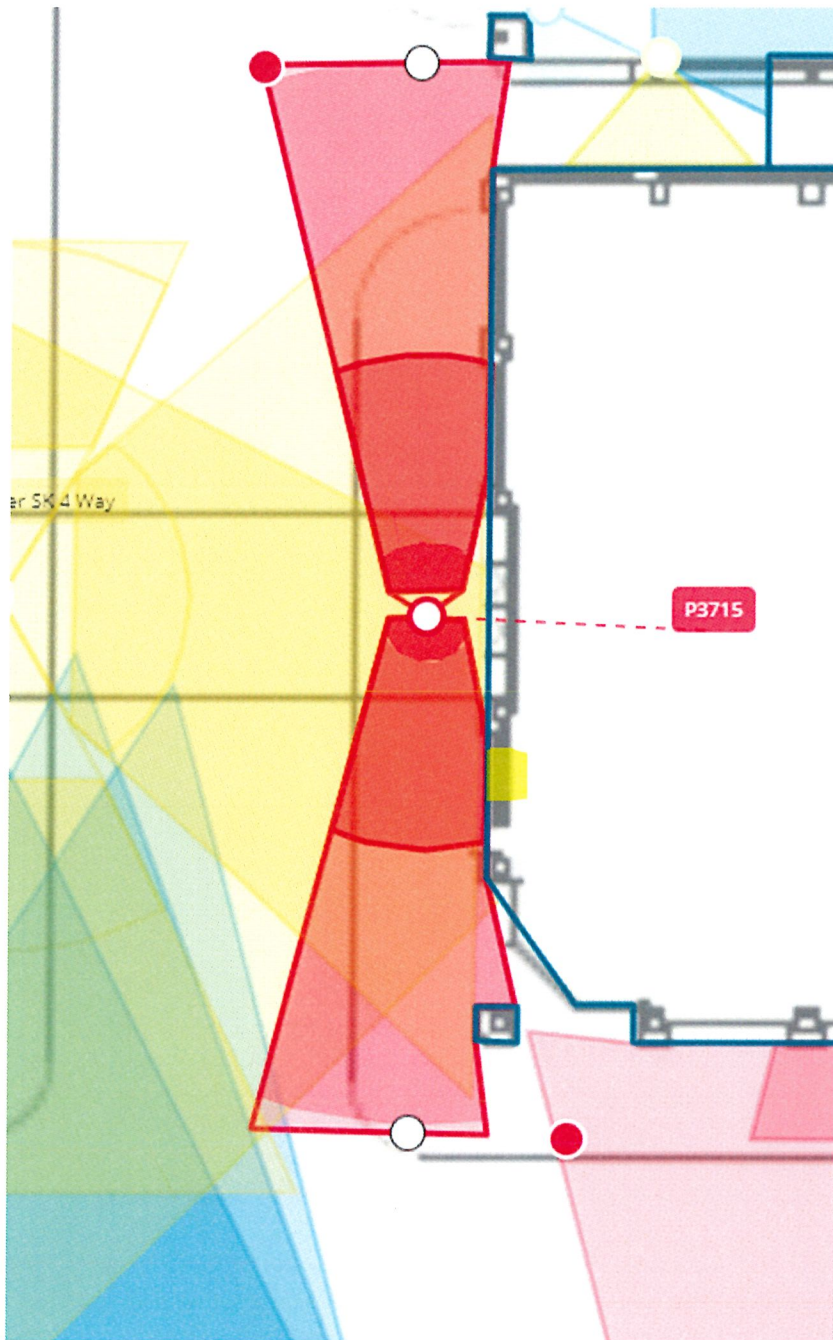


P3717

13' from building

14' from ground

Camera 2



P3715

8' from building Highlighted area is where I measured the 8' from, not the entry area

14' from ground

