

**BOONE COUNTY, MISSOURI
AND
CITY OF COLUMBIA, MISSOURI**

ASSET TRANSFER COOPERATIVE AGREEMENT

THIS AGREEMENT is made and entered into by and between the parties, **Boone County, Missouri**, a political subdivision of the State of Missouri, herein "**County**" and the **City of Columbia**, Missouri, a political subdivision of the State of Missouri, herein "**City**" on the date of the last signatory noted below. County and City are each individually referred to herein as a "Party" and collectively as the "Parties".

WHEREAS, County has acquired certain assets for the operation of the Boone County Joint Communications; and

WHEREAS, County is decommissioning its emergency communication site at the City's Walnut Water Tower, 13 E Walnut Street; and

WHEREAS, City can make use of the decommissioned assets for other City purposes; and

WHEREAS, this Cooperative Agreement (hereinafter referred to as "Agreement") memorializes the parties' understanding regarding the transfer of these County assets to the City; and

WHEREAS, RSMo §70.220 authorizes the parties to enter into cooperative agreements for the purposes herein stated.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and agreements in this Agreement, the parties agree as follows:

1. **PURPOSE.** The purpose of this Agreement is to facilitate the transfer of ownership of certain items of property from County to City, to-wit: one (1) 10 x

15 Equipment Shelter (Boone County Asset Tag 21109) and one (1) Cummins Generator Model GGFD-5744023E (Boone County Asset Tag: 21111).

2. **COUNTY AGREEMENTS.** Within thirty (30) days after the final execution of this Agreement, County will transfer all right, title, and interest in the following items of personal property to City at no cost to either Party:

- a. One (1) 10 x 15 Equipment Shelter (Boone County Asset Tag 21109); and
- b. One (1) Cummins generator Model GGFD-5744023E (Boone County Asset Tag: 21111).

3. **CITY AGREEMENTS.**

City will accept the transferred assets on an “as-is” basis at their current location and place the same in service for City purposes so long as City deems it appropriate.

4. **NO WARRANTIES.** The property transferred herein is delivered in “as-is” condition with no warranties of any kind.

5. **ASSIGNMENT.** Neither Party may assign or transfer any of its rights or obligations under this Agreement to any other person or entity without the prior, written consent of the other Party.

6. **SOLE BENEFIT OF PARTIES.** This Agreement is for the sole benefit of the Parties to this agreement only, and nothing in this Agreement is intended to confer any rights or remedies on any other Party.

7. **RELATIONSHIP OF PARTIES.** Nothing in this agreement shall be deemed or construed by the Parties, nor by any other party, as creating the relationship of principal and agent, or of partnership, or of joint venture, between the Parties to this agreement.

8. **GOVERNING LAW AND VENUE.** This Agreement shall be governed by the laws of the State of Missouri, and any action relating to the same shall be brought in the Circuit Court of Boone County, Missouri.
9. **BINDING ON SUCCESSORS.** The covenants, agreements, and obligations herein contained shall extend to, bind, and inure to the benefit of the parties hereto and their respective successors and approved assigns.
10. **COUNTERPARTS.** This Agreement may be executed by the parties in several counterparts, each of which shall be deemed an original instrument.
11. **COMPLETE AGREEMENT.** All negotiations, considerations, representations, and understandings between the parties are incorporated herein, shall supersede any prior agreements, and may be modified or altered only in a writing signed by the parties hereto.
12. **AUTHORITY OF SIGNATORIES.** Each of the persons signing this Agreement on behalf of either Party represent that he/she has been duly authorized and empowered, by order, ordinance or otherwise, to execute this Agreement and that all necessary action on behalf of said Party to effectuate said authorization has been taken and done.

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed by their duly-authorized officers on day and year indicated by their signature below.

BOONE COUNTY MISSOURI

By:

Kip Kendrick, Presiding Commissioner

Date:_____

ATTEST:

Brianna L. Lennon, County Clerk

ACKNOWLEDGED:

Kyle Rieman, County Auditor

APPROVED AS TO FORM:

CJ Dykhouse, County Counselor

CITY OF COLUMBIA

By:

De'Carlton Seewood, City Manager

Date:_____

ATTEST:

Sheela Amin, City Clerk

APPROVED AS TO FORM:

Nancy Thompson, City Attorney/ek

CERTIFICATION: I certify that no City funds will be expended pursuant to this Agreement.

By: _____
Matthew Lue, City Finance Director