

CITY OF COLUMBIA, MISSOURI
And
BOONE COUNTY, MISSOURI

LAW ENFORCEMENT ASSET TRANSFER COOPERATIVE AGREEMENT

THIS AGREEMENT (hereinafter "Agreement") by and between the City of Columbia, Missouri, a municipal corporation, hereinafter called or "City", and Boone County, Missouri, a political subdivision of the State of Missouri, hereinafter called the "County", is made and entered into on the date of the last signatory noted below ("Effective Date"). City and County are each individually referred to herein as a "Party" and collectively as the "Parties".

WHEREAS, City has acquired certain law enforcement assets for the operation of the City of Columbia Police Department; and

WHEREAS, City and County routinely assist each other's law enforcement efforts for the benefit of the citizens of Columbia and all of Boone County; and

WHEREAS, County has need of certain automatic license plate reader equipment; and

WHEREAS, City has available certain surplus automatic license plate reader equipment; and

WHEREAS, County's law enforcement efforts will benefit from the transfer of these assets from the City to the County for continued law enforcement use; and

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

WHEREAS, Section 70.220 RSMo 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 personal property from City to County for law enforcement purposes, to wit three (3) Automatic License Plate Reader packages identified as follows:
 - a. Leonardo M7, S/N GOM321298 and three cameras with S/N's: GM7BA30573, GM7AA30931 and GM7EA31179
 - b. Elsag AD3-s/PB/2, S/N GTP6921 and three cameras with S/N's: GMSBA06838, GMSBA06836 and GMSAA06845

- c. Elsag AD3-S/PB/1, S/N GOP6994 and three cameras with S/N's: GMSAAo6813, GMSBAo7010 and GMSBAo7011
- 2. CITY AGREEMENTS. Within thirty (30) days after the final execution of this Agreement, City will transfer all right, title, and interest in the following items of property to County, to wit three (3) Automatic License Plate Reader packages identified as follows:
 - a. Leonardo M7, S/N GOM321298 and three cameras with S/N's: GM7BA30573, GM7AA30931 and GM7EA31179
 - b. Elsag AD3-s/PB/2, S/N GTP6921 and three cameras with S/N's: GMSBAo6838, GMSBAo6836 and GMSAAo6845
 - c. Elsag AD3-S/PB/1, S/N GOP6994 and three cameras with S/N's: GMSAAo6813, GMSBAo7010 and GMSBAo7011

The above items are not under any currently effective maintenance or service contracts, or other agreements between City and any other party, service provider or manufacturer.

- 3. COUNTY AGREEMENTS. County will accept the transferred assets on an "as-is" basis and place the same in service for law enforcement purposes for so long as County deems it appropriate.
- 4. NO WARRANTIES. The personal property transferred herein is delivered in an "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 prior, written consent of the other party.
- 6. SOLE BENEFIT OF THE 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 of 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.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives as of the date of the last signatory to this Agreement.

CITY OF COLUMBIA, MISSOURI

BY: _____
De'Carlton Seewood, City Manager



DATE: _____

ATTEST:

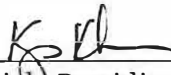
By: _____
Sheela Amin, City Clerk

APPROVED AS TO FORM:

By: _____
Nancy Thompson, City Counselor/mc

BOONE COUNTY, MISSOURI

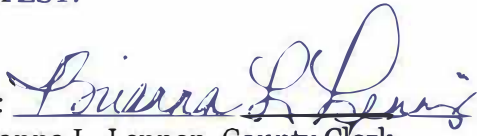
BY: _____
Kip Kendrick Presiding Commissioner



DATE: 11.13.2025

ATTEST:

BY: _____
Brianna L. Lennon, County Clerk



Approved:

By: _____
Dwayne Carey, Sheriff



Approved as to legal form:

BY: _____
CJ Dykhouse, County Counselor

