

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ca.

May Session of the January Adjourned

Term. 20 26

County of Boone

21st

day of May

20 26

In the County Commission of said county, on the

the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the attached asset transfer agreement with the City of Columbia for assets located at the former Joint Communications site at the City's Walnut Water Tower. The Commission approved the declaration of surplus of said assets in Commission Order 461-2025. The terms of the agreement are set out in the attached, and the Presiding Commissioner is authorized to sign the same.

Done this 21st day of May 2026.

ATTEST:

Brianna L. Lennon SEU
Brianna L. Lennon
Clerk of the County Commission

Kip Kendrick
Kip Kendrick
Presiding Commissioner

Justin Aldred
Justin Aldred
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

026301
Permanent Record
Filed in Clerk's Office

Introduced by Buffaloe

First Reading 4-20-26

Second Reading 5-4-26

Ordinance No. 026301

Council Bill No. B 105-26

AN ORDINANCE

authorizing a cooperative agreement with Boone County, Missouri for the ownership transfer of an equipment shelter and a power generator for emergency communication services on City's Walnut Water Tower property located at 13 E. Walnut Street; and fixing the time when this ordinance shall become effective.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF COLUMBIA, MISSOURI, AS FOLLOWS:

SECTION 1. The City Manager is hereby authorized to execute a cooperative agreement with Boone County, Missouri for the ownership transfer of an equipment shelter and a power generator for emergency communication services on City's Walnut Water Tower property located at 13 E. Walnut Street. The form and content of the agreement shall be substantially as set forth in "Exhibit A" attached hereto and made a part hereof.

SECTION 2. This ordinance shall be in full force and effect from and after its passage.

PASSED this 4th day of May, 2026.

ATTEST:

[Signature]
City Clerk

[Signature]
Mayor and Presiding Officer

APPROVED AS TO FORM:

[Signature]
City Counselor

**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) 10x

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.

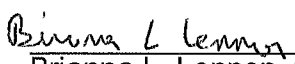
IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed by their duly-authorized officers on day and year indicated by their signature below.

BOONE COUNTY MISSOURI

By: 
Kip Kendrick, Presiding Commissioner

Date: 5/21/24

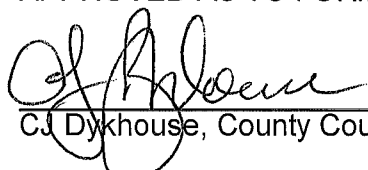
ATTEST:

 SEU
Brianna L. Lennon, County Clerk

ACKNOWLEDGED:

 by A.N. @
Kyle Rieman, County Auditor

APPROVED AS TO FORM:


C.J. Dykhouse, County Counselor

CITY OF COLUMBIA

By: E-SIGNED by De'Carlton Seewood
on 2026-05-05 14:37:51 GMT
De'Carlton Seewood, City Manager

E.K.

Date: May 05, 2026

ATTEST:

E-SIGNED by Sheela Amin
on 2026-05-05 23:44:13 GMT
Sheela Amin, City Clerk

APPROVED AS TO FORM:

E-SIGNED by Nancy Thompson
on 2026-04-30 19:01:17 GMT E.K.
Nancy Thompson, City Attorney/ek

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

E-SIGNED by Matthew Lue
on 2026-03-31 15:34:55 GMT
By: Matthew Lue, City Finance Director