

326 -2023

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ca.

July Session of the July Adjourned

Term. 20 23


In the County Commission of said county, on the 27th day of July 20 23

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

Now on this day, the County Commission of the County of Boone does hereby approve a request to transfer an employee above the Authorized Transfer Policy for position 66, Director of Information Technology and does hereby authorize an annual salary of \$123,000 for said position.

Done this 27<sup>th</sup> day of July 2023.

ATTEST:

  
Brianna L. Lennon  
Clerk of the County Commission

  
Kip Kendrick  
Presiding Commissioner

  
Justin Aldred  
District I Commissioner

  
Janet M. Thompson  
District II Commissioner

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STATE OF MISSOURI

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July Session of the July Adjourned

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County of Boone

In the County Commission of said county, on the

27th

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20 23

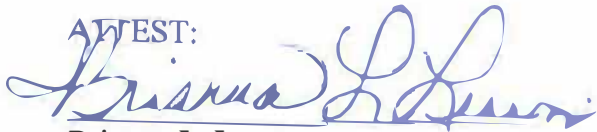
the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby approve the attached LEPC Grant Asset Transfer Cooperative Agreement.




The terms of the Agreement are set out in the attached, and the Presiding Commissioner is authorized to sign the same.

Done this 27<sup>th</sup> day of July 2023.

ATTEST:



Brianna L. Lennon  
Clerk of the County Commission

  
\_\_\_\_\_  
Kip Kendrick  
District I Commissioner  
\_\_\_\_\_  
Justin Aldred  
District I Commissioner  
\_\_\_\_\_  
Janet M. Thompson  
District II Commissioner

**BOONE COUNTY, MISSOURI  
AND  
BOONE COUNTY LOCAL EMERGENCY PLANNING COMMITTEE (LEPC)**

**GRANT ASSET TRANSFER COOPERATIVE AGREEMENT**

THIS AGREEMENT, dated this 27<sup>th</sup> day of July, 2023, is made and entered into by and between the parties, **Boone County, Missouri**, a political subdivision of the State of Missouri, herein "**Boone County**" and the **Boone County Local Emergency Planning Committee (LEPC)**, a committee established and authorized per RSMo Secs. 292.600-292.625, herein "**LEPC**".

WHEREAS, the Missouri Emergency Response Committee, herein "MERC", in cooperation and collaboration with the Missouri State Emergency Management Agency, herein "SEMA", made certain grant funding available to local LEPCs; and

WHEREAS, in order to be considered for these grant funds LEPCs needed to collaborate with their local Emergency Management offices; and

WHEREAS, Boone County's LEPC requested that Boone County, by and through its Emergency Management department, apply for these grant funds on LEPC's behalf; and

WHEREAS, Boone County Office of Emergency Management made application for LEPC through the SEMA grant portal and was successful in obtaining grant funding for LEPC; and

WHEREAS, Boone County, at LEPC's request, acquired certain assets and services consisting of certain training courses or studies, herein "services", with said grant funding for LEPC's use; and

WHEREAS, the parties now wish to document the transfer of those assets and services, which have been received by Boone County and/or LEPC, to LEPC for LEPC's further use and deployment; and

WHEREAS, the citizens of Boone County will benefit from LEPC's access to these grant-acquired assets and services as facilitated by Boone County; and

WHEREAS, this Cooperative Agreement (hereinafter referred to as "Agreement") memorializes the parties' understanding regarding the transfer of these assets and services to LEPC.

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 receipt of and continued ownership by LEPC of certain items of personal property and the receipt of certain services acquired by Boone County with the successful grant funding from MERC. Such items and services are enumerated in Exhibit A which is attached hereto and is incorporated as part of this Agreement.
2. **BOONE COUNTY AGREEMENTS.** Boone County, having facilitated the purchase of the above-described assets and services with the successful grant funds, stands ready to deliver these assets to LEPC along with documentation concerning their purchase from the applicable vendors. Boone County will have no right, title, or interest in the assets or services after pick-up or consumption by LEPC, nor shall Boone County be responsible for tracking, maintaining, insuring, or disposing of said assets or services.
3. **LEPC AGREEMENTS.**

- a. LEPC will pick up the transferred assets from the Boone County Office of Emergency Management as soon as practicable and will execute this agreement acknowledging receipt of the same.
  - b. Although these are new assets, LEPC will accept the transferred assets from Boone County on an “as-is” basis and pursue any warranty, repair, or other issues which may arise directly with the selling vendors.
  - c. LEPC will place these assets in service for LEPC purposes for so long as LEPC deems it appropriate.
  - d. LEPC shall make use of such services as are authorized under the grant agreement to be transferred to and used by LEPC and its members.
4. **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.
5. **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.
6. **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.
7. **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.

8. **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.
9. **COUNTERPARTS.** This Agreement may be executed by the parties in several counterparts, each of which shall be deemed an original instrument.
10. **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.
11. **AUTHORITY OF SIGNATORIES.** Each of the persons signing this Agreement on behalf of either party represents 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 the day and year indicated by their signature below.

[Signatures follow on next page.]

**BOONE COUNTY MISSOURI**

By:

  
\_\_\_\_\_  
Kip Kendrick, Presiding Commissioner

Date: 7.27.2023

**LEPC**

By:


  
\_\_\_\_\_  
Pete Martin, Chair

Date: \_\_\_\_\_

ATTEST:

  
\_\_\_\_\_  
Brianna L. Lennon, County Clerk

ACKNOWLEDGED:

  
\_\_\_\_\_  
Kyle Rieman, Boone County Auditor

APPROVED AS TO FORM:

  
\_\_\_\_\_  
CJ Dykhouse, County Counselor

# EXHIBIT A

PO #	INVOICE	VENDOR	QUOTE	ITEM #	QTY	DESCRIPTION	RATE	AMOUNT	TOTAL	PAID DATE	CHECK #
2023-163	7883	All Safe Industries, Inc.	14586	Z2B428-LG/XL	1	Zytron 200 Coveralls 6/case	\$ 189.93	\$ 189.93			
		All Safe Industries, Inc.	14586	Z2B428-2X	1	Zytron 200 Coveralls 12/case	\$ 208.93	\$ 208.93			
		All Safe Industries, Inc.	14586	Z2B414-LG/XL	1	Zytron 200 Coveralls 12/case	\$ 220.39	\$ 220.39			
		All Safe Industries, Inc.	14586	Z2B414-2X/3X	1	Zytron 200 Coveralls 12/case	\$ 242.18	\$ 242.18			
		All Safe Industries, Inc.	14586	Z2H571-LG/XL	1	Zytron 200 Splash Encapsulating Suits 6/case	\$ 524.93	\$ 524.93			
		All Safe Industries, Inc.	14586	Z2H571-2X/3X	1	Zytron 200 Splash Encapsulating Suits 6/case	\$ 577.43	\$ 577.43			
		All Safe Industries, Inc.	14586	Z3H576-92-LG/XL	1	Zytron 300 Splash Encapsulating Suit 1/case	\$ 1,512.28	\$ 1,512.28			
		All Safe Industries, Inc.	14586	Z3H576-92-2X/3X	1	Zytron 300 Splash Encapsulating Suit 1/case	\$ 1,663.51	\$ 1,663.51			
		All Safe Industries, Inc.	14586	Z5H582-94C2RPBC-OR-LG/XL	1	Zytron 500 Vapor Encapsulating Suite 1/case	\$ 1,105.75	\$ 1,105.75			
		All Safe Industries, Inc.	14586	Z5H582-94C2RPBC-OR-2X/3X	1	Zytron 500 Vapor Encapsulating Suite 1/case	\$ 1,216.33	\$ 1,216.33	\$ 7,461.66		
2023-164	7776 & 7905	All Safe Industries, Inc.	14609	081030COM	2	M8 Chemical Agent Liquid Detection Paper	\$ 7.59	\$ 15.18			
		All Safe Industries, Inc.	14609	90609	2	Watesmo Water Detection Paper	\$ 41.00	\$ 82.00			
		All Safe Industries, Inc.	14609	90758	2	Potassium iodide starch paper	\$ 21.84	\$ 43.68			
		All Safe Industries, Inc.	14609	F-100	2	Fluoride Test Paper	\$ 37.18	\$ 74.36			
		All Safe Industries, Inc.	14609	UNIV-114LD	2	Universal PH 1-14 Paper	\$ 10.07	\$ 20.14			
		All Safe Industries, Inc.	14609	570010	2	Spilifyter Chemical Classifier Strips	\$ 120.00	\$ 240.00			
		All Safe Industries, Inc.	14609	Our-Claw-S-HF	4	Our-Claw Test Paper Card	\$ 16.00	\$ 64.00			
		All Safe Industries, Inc.	14609		2	Shipping	\$ 36.00	\$ 72.00	\$ 611.36		
2023-165	7975	All Safe Industries, Inc.	14611	HCP-50_18	1	Husky Containment Pool	\$ 174.39	\$ 174.39			
		All Safe Industries, Inc.	14611	HM543	1	10" Chemical Resistance Decon Brush	\$ 28.59	\$ 28.59			
		All Safe Industries, Inc.	14611	HM545	1	Telescoping Decon Handle	\$ 25.79	\$ 25.79			
		All Safe Industries, Inc.	14611	HM6006	1	Decon Wand	\$ 94.50	\$ 94.50			
		All Safe Industries, Inc.	14611	HM213	1	Grip & Spray Nozzle	\$ 12.98	\$ 12.98			
		All Safe Industries, Inc.	14611	SPG	1	Syntho Golfball Plug	\$ 52.00	\$ 52.00			
		All Safe Industries, Inc.	14611	SPF	1	Syntho-Plug Football Activated Foam Leak Plug	\$ 107.00	\$ 107.00			
		All Safe Industries, Inc.	14611		1	Shipping	\$ 118.24	\$ 118.24	\$ 613.49		
		Did not order as the lead time was too far out for delivery.									
2023-166		All Safe Industries, Inc.	14601								
2023-167	75523	Calibration Technologies, LLC	48227	BW-Ultra-XWHMQ1	4	Portable 5-Gas Detectors	\$ 2,722.50	\$ 10,890.00	\$ 10,890.00		
<b>SERVICES</b>											
2023-168	2023_1_Boone	Emergency Operational Solutions, LLC	Verbal	HM_Sizeup	1	HM_Sizeup 8 hour course	\$ 2,800.00	\$ 2,800.00	\$ 2,800.00		
		Emergency Operational Solutions, LLC	Verbal	HM_Tech_R	1	HM_Tech 8 hour responder course	\$ 4,100.00	\$ 4,100.00	\$ 4,100.00		
Pay Req											
2023-2146	20230508-001	Point Technology, Inc.	Verbal	Commodity Flow Study	1	Boone County Flow Study	\$ 9,800.00	\$ 9,800.00	\$ 9,800.00		
									\$ 36,276.51	\$ 36,276.51	