

**JOINT COOPERATIVE AGREEMENT
BETWEEN THE CITY OF RAPID CITY AND PENNINGTON COUNTY REGARDING ADMINISTRATION
OF THE BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD**

This Agreement is made and entered into this ____ day of _____, 2017, by and between PENNINGTON COUNTY, acting by and through its governing body, the Board of Commissioners, hereinafter referred to as COUNTY, and the CITY of RAPID CITY, acting by and through its governing body, the City Council, hereinafter referred to as CITY, both of Pennington County, South Dakota witnesseth:

WHEREAS, this Agreement is made under the authority of South Dakota Codified Law Sections 1-24-3; and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement; and

WHEREAS, the CITY agrees to provide the COUNTY \$92,618 from the JAG award for the joint equipment purchase; and

WHEREAS, the CITY and COUNTY believe it to be in their best interests to consolidate the JAG funds for purchasing equipment to receive a bulk discount and for grant reporting purposes.

NOW THEREFORE, the COUNTY and CITY agree as follows:

Section 1.

CITY agrees to pay COUNTY a total of \$92,618 of JAG funds.

Section 2.

COUNTY agrees to use \$92,618 for the joint equipment purchase until the expiration and closeout of the 2017 JAG grant.

Section 3.

Nothing in the performance of this Agreement shall impose any liability for claims against COUNTY other than claims for which liability may be imposed by South Dakota Codified Laws Chapter 20-9.

Section
4.

Nothing in the performance of this Agreement shall impose any liability for claims against CITY other than claims for which liability may be imposed by South Dakota Codified Laws Chapter 20-9.

Section
5.

Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section
6.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section
7.

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

CITY OF RAPID CITY,
SOUTH DAKOTA

COUNTY OF PENNINGTON, SOUTH
DAKOTA

Mayor

Sherriff

ATTEST:

Finance Officer

APPROVED AS TO FORM:

City Attorney