JOINT COOPERATIVE AGREEMENT
BETWEEN THE CITY OF RAPID CITY AND WESTERN DAKOTA TECHNICAL INSTITUTE
ADMINISTRATION OF COMMUNITY POLICING DEVELOPMENT MICRO GRANT

This Agreement is made and entered into this____day of______, 2017, by and between Western Dakota Technical Institute (WDTI), acting by and through its governing body, hereinafter referred to as WDTI, and the CITY of RAPID CITY, acting by and through its governing body, the City Council, hereinafter referred to as CITY, both of WDTI, 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 WDTI $74,999.76 from the CPD award for the administration of the Akicita program as defined below:

<table>
<thead>
<tr>
<th>BUDGET SUMMARY</th>
<th>Category Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>B. Civilian/Non-Sworn Officer Positions</td>
<td>$40,000.00</td>
</tr>
<tr>
<td>Civilian/Non-Sworn Officer Fringe Benefits</td>
<td>$16,338.00</td>
</tr>
<tr>
<td>C. Equipment/Technology</td>
<td>$0.00</td>
</tr>
<tr>
<td>D. Supplies</td>
<td>$0.00</td>
</tr>
<tr>
<td>E. Travel Training</td>
<td>$16,661.76</td>
</tr>
<tr>
<td>F. Contracts Consultants</td>
<td>$0.00</td>
</tr>
<tr>
<td>G. Other Costs</td>
<td>$0.00</td>
</tr>
<tr>
<td>H. Indirect Costs</td>
<td>$0.00</td>
</tr>
<tr>
<td><strong>Total Project Amount</strong></td>
<td><strong>$74,999.76</strong></td>
</tr>
<tr>
<td><strong>Total Federal Share Amount</strong></td>
<td><strong>$74,999.76</strong></td>
</tr>
<tr>
<td><strong>Total Local Share Amount</strong></td>
<td><strong>$0.00</strong></td>
</tr>
</tbody>
</table>

WHEREAS, the CITY and WDTI believe it to be in their best interests to consolidate the CPD funds under WDTI

NOW THEREFORE, the WDTI and CITY agree as follows:

Section 1.

CITY agrees to pay WDTI a total of $74,999.76 of the CPD funds.
Section 2.
WDTI agrees to use $74,999.76 for the administration and support of the CPD Akicita program.

Section 3.
Nothing in the performance of this Agreement shall impose any liability for claims against WDTI 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

______________________________
Mayor

______________________________
WDTI President

ATTEST:

______________________________
Finance Officer

APPROVED AS TO FORM:

______________________________
City Attorney