

**RESEARCH/SERVICES AGREEMENT
AGREEMENT NO. 18-0287**

This agreement is effective as of the 25 day of June, 2018, by and between the University of South Dakota, a public institution of higher education located at 414 E. Clark Street, Vermillion, South Dakota, 57069, hereinafter referred to as "University" and the City of Rapid City, hereinafter referred to as "Sponsor" and as follows.

RECITALS

WHEREAS, University has experience and resources in a field of mutual interests between the parties; and

WHEREAS, the Sponsor desires certain services to be performed in accordance with the scope of work in terms outlined in this Agreement; and

WHEREAS, the performance of such services is consistent, compatible and beneficial to the role and mission of the University;

NOW, THEREFORE, in consideration of the foregoing Recitals and of the mutual promises herein contained, the parties agree as follows:

1. Scope of Work. University agrees to perform for Sponsor the services described in the "Scope of Work" attached hereto as Exhibit A and incorporated by this reference under the direction and supervision of Dr. Richard Braunstein, the Principal Investigator, and in accordance with the terms set forth in the scope of work attached hereto. Dr. Braunstien's research is in support of the Rapid City Police Department's sub recipient role with the International Association Chiefs of Police as the principal lead for the Vision 21: Law Enforcement and the Communities They Serve: Supporting Collective Healing in the Wake of Harm initiative. Dr. Braunstien's chief contact at the RCPD will be Dave Kinser, Research and Development Specialist;
2. Independent Contractor: Any person that performs work or services under this Agreement shall do so in the capacity of an independent contractor and shall in no way be deemed and officer, employee, or agent of the City in performance in such services.
3. Term. This Agreement is effective on the dates hereinabove set forth and shall terminate on September 30th, 2019, unless sooner terminated as provided herein or extended by mutual written agreement of the parties.
4. Payment. Sponsor agrees to pay University for services performed under this Agreement the sum of \$70,000 payable in the following manner:

One hundred percent (100%) upon submission by the University of a final report;

5. Reporting Requirement. University will provide reports on the progress of the services as outlined or required in the Scope of Work, Exhibit A.
6. Confidentiality. It may be necessary for the Sponsor to disclose proprietary information to University representatives so that the work can be performed. Sponsor will, at the time of disclosure, designate which information is proprietary. Proprietary information will not include information that: a) at the time of disclosure or subsequent to that time is generally available to the public; b) is known by University at the time of disclosure and substantiated in written documents; or, c) is made known to the University by a third party not connected with the Sponsor. Except as may otherwise be required by law, the University agrees to use its best efforts to maintain the confidentiality of the information, not to use the information for any purposes other than contained in the scope of work and not to disclose the information to anyone other than those directly involved with the execution of this Agreement.
7. Equipment. All equipment purchased with funds provided under this Agreement for use in connection with performance of the scope of work shall be the property of University and shall be dedicated to providing the services under this Agreement while this Agreement is in effect.
8. Publication.
 - a. The University, as a state institution of higher education, engages in research that is compatible, consistent and beneficial to its academic role and mission. Therefore, significant results of research activities must be reasonably available for publication. The parties acknowledge that the University shall have the right to publish results. The University agrees, however, that during the term of this Agreement and for six (6) months thereafter, the Sponsor shall have thirty (30) days to review and comment on any proposed publication. The University agrees that any proprietary information supplied to it by the Sponsor during the course of research performed by the University will not be included in any published material without prior approval by the Sponsor.
 - b. The Sponsor will not include the name of the University in any advertising, sales promotion, or other publicity matter without the prior written approval of the Director of Marketing and University Relations.
9. Each Party Responsible for Its Own Acts. Each party hereto agrees to be responsible for its own wrongful or negligent acts or omissions, or those of its officers, agents or employees to the extent permitted by law. Nothing herein shall be construed as a waiver of immunity provided by law. The University must certify by signing this document that it is not on the federal debarment/suspension list as found on www.SAM.gov and if the University should be disbarred or suspended during the life of this Agreement, it shall notify the RCPD immediately;

10. Conflict of Interest. The University knows of no agreements or transactions to which it is a party or in which its rights, duties, obligations, or interests conflict with, or are inconsistent with, those of the IACP, the grantor, or this Agreement. The Sub-Recipient is not aware of any other contract or agreement, which would compete with or conflict with its obligations under this Contract. If the University becomes aware of potential, actual or apparent conflict during the project period, it will immediately notify the Rapid City Police Department in writing.
11. Insurance. Sponsor represents or warrants that it maintains comprehensive general liability insurance and all coverages required by law sufficient for the purpose of carrying out the duties and obligation arising under this Agreement. The Sponsor will provide copies of insurance policies upon request.
12. Governing Law. The parties hereto each agree to comply with all applicable federal, state and local laws, codes, regulations, rules and ordinances in the performance of this Agreement. The laws of the State of South Dakota shall apply in the interpretation and enforcement of this Agreement, without regard to any conflicts of law rules, and any action arising hereunder shall be filed and tried, if at all, in the Circuit Court, County of Pennington, State of South Dakota.
13. Assignment. Neither party shall assign or transfer this Agreement, or any interest therein, nor assign any claims for money due or to become due under this Agreement, without the prior written approval of the other party.
14. Termination. A party will be considered in default of its obligation under this Agreement if the party should fail to observe, to comply with, or to perform any term, condition or covenant contained herein and such failure continues for thirty (30) days after the non-defaulting party gives the defaulting party written notice thereof. In the event of default, the non-defaulting party upon written notice to the defaulting party may terminate this Agreement as of the date specified in the notice and may seek such other relief as may be provided by law. Each party shall have the right to terminate this Agreement, without cause, upon not less than sixty (60) days prior written notice to the other party. If notice is so given, the Agreement shall terminate on the expiration of a specified time period and the liability of the parties hereunder for further performance of the terms of this Agreement shall thereupon cease. The parties shall not be released from their duties to perform their obligations up to the date of termination, including payment for non-cancellable obligations and expenses.
15. Notices. All notices hereunder shall be deemed to have been given when personally delivered, or when properly addressed, stamped and deposited in the U.S. Mail (certified mail), sent via courier service, or delivered electronically, return receipt requested, addressed as follows:

If to Sponsor's Administrative Contact:

If to University's Administrative Contact:

University of South Dakota
Attn: _____
414 E. Clark Street
Vermillion, SD 57069
Phone: 605-677-5370
Fax: 605-677-6387
Email: orsp@usd.edu

16. Amendments. This Agreement constitutes the entire agreement between the parties. No amendment to this Agreement shall be valid unless made in writing and signed by the parties.

UNIVERSITY:

SPONSOR:

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Exhibit A

SCOPE OF WORK

The goals of the Collective Healing Program are to (1) collaborate on the identification of issues that threaten public safety for the Native American Community, (2) initiate community-driven projects to respond to identified community needs, (3) create rapport and build trust between the Native American Community and the RCPD, and (4) improve victims services and support in Native American neighborhoods. The University will participate in the development and implementation of strategies to pursue these programmatic goals. University efforts are detailed in the following table presenting the nature and scope of the work to be performed and deliverables schedule.

Item Number	Action Item
1.	The University will participate in the IACP site visitation to review Collective Healing Program goals and objectives with key leadership.
2.	The University will conduct a study of youth suicide in the Native American community in Rapid City. The design of this study is to identify the risk factors contributing to Native American youth suicide, identify potential responses for reducing or removing identified risk factors, inventory existing resources available to law enforcement and perform a gaps analysis of potential and existing resources. The goal is to reduce or remove cases of Native American youth suicide and the impact youth suicide has on family and community members.
3.	The University will participate in the development and facilitation of listening sessions for the purpose of planning community-driven programmatic solutions to identified community needs.
4.	The University will present results from the listening sessions to RCPD command team for consideration in the development of community-driven programmatic solutions.
5.	The University will participate in the development and facilitation of listening sessions for the purpose of gaining feedback from community-driven programmatic solutions.
6.	The University will conduct performance evaluation of Collective Healing Program and present findings from the performance evaluation to RCPD command team.