

MEMORANDUM

Agenda Item No. 8(I)(1)

TO: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

DATE: July 8, 2021

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution approving the terms and authorizing the execution of a Data Sharing and Use Agreement between the Regents of the University of Michigan, Brown University, the Board of Trustees of Leland Stanford Junior University, the Board of Trustees of the University of Pennsylvania, the Trustees of Princeton University, and Miami-Dade County, by and through the Miami-Dade Police Department, for the purpose of conducting a comprehensive study of police-community interactions using body worn camera footage and other relevant data, for an initial term of three years with options to extend for additional one-year terms; and authorizing the County Mayor to exercise the termination, withdrawal, modification, and extension provisions contained therein, and to execute modifications to and extensions of the agreement, provided that such modifications do not alter the purpose of the Agreement

Resolution No. R-649-21

The accompanying resolution was prepared by the Miami-Dade Police Department and placed on the agenda at the request of Prime Sponsor Commissioner Sally A. Heyman.



Geri Bonzon-Keenan
County Attorney

GBK/uw

Memorandum



Date: July 8, 2021

To: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

From: Daniella Levine Cava *Daniella Levine Cava*
Mayor

Subject: Resolution Approving the Terms and Authorizing the Execution of a Data Sharing and Use Agreement Between the University of Michigan, Brown University, Leland Stanford Junior University, University of Pennsylvania, Princeton University, and Miami-Dade County

Recommendation

It is recommended that the Miami-Dade Board of County Commissioners (Board) approve the attached resolution authorizing the County Mayor or County Mayor's designee to enter into a Data Sharing and Use Agreement (Agreement) between the Regents of the University of Michigan, on behalf of the Department of Political Science and the School of Information, Brown University, on behalf of The Policy Lab, the Board of Trustees of the Leland Stanford Junior University, on behalf of the Department of Political Science, the Board of Trustees of the University of Pennsylvania, on behalf of the Operations, Information, and Decisions Department and Analytics at Wharton, and The Trustees of Princeton University, on behalf of the Department of Sociology and Computer Science (collectively, the Researchers) and Miami-Dade County (County), by and through the Miami-Dade Police Department (MDPD) (collectively, the Parties). The purpose of the Agreement is to conduct a comprehensive study of police-community interactions using crime and arrest data, calls for service data, personnel records, body-worn camera (BWC) footage, clinical data, and other relevant information (collectively MDPD data). It is further recommended that the Board authorize the County Mayor or County Mayor's designee to exercise termination, withdrawal, modification, and extension provisions, and to execute modifications to and extensions of the Agreement, provided that such amendments do not alter the term or purpose of the Agreement. The no cost Agreement will commence upon signature by all Parties and will remain in effect for an initial period of three years, with options to extend for additional one-year terms, unless terminated.

Scope

This Agreement provides for countywide services.

Delegation of Authority

The County Mayor or County Mayor's designee is authorized to execute the Agreement between the Parties, to exercise termination, withdrawal, modification, and extension provisions, and to execute modifications to and extensions of the Agreement, provided that such modifications do not alter the purpose of the Agreement, which is to collaborate with the Researchers to conduct a comprehensive study of police-community interactions using MDPD data.

Fiscal Impact/Funding Source

The Parties agree to cover their own costs for any work performed under this Agreement. Therefore, there is no fiscal impact to the County.

Track Record/Monitor

Major Thomas Buchanan, of the MDPD's Intracoastal District, and Commander Janet Lewis, of MDPD's Police Legal Bureau, will oversee the tracking and monitoring of this Agreement.

Background

The MDPD is the eighth largest police agency in the nation, serving Miami-Dade County, populated by over 2.7 million residents. The MDPD provides direct services to approximately 1.2 million residents, and sheriff and specialized services to the remaining 1.5 million community members. The MDPD serves the County's diverse community with a sworn force of approximately 3,100 police officers and 1,700 support personnel.

In the fall of 2012, the MDPD began studying the utilization of BWCs for patrol officers. That research included reviewing numerous publications and studies, conducting market research, performing a pilot program, and contacting numerous local, state, and out-of-state police agencies, the Office of Miami-Dade State Attorney, the Miami-Dade Public Defender's Office, the American Civil Liberties Union of Florida, and the Dade County Police Benevolent Association. The MDPD also worked with the Dade County Police Benevolent Association to develop policies outlining the use and management of BWCs for its officers.

Former Miami-Dade County Mayor Carlos Gimenez supported, and the Miami-Dade Board of County Commissioners unanimously approved, the purchase of a commercially available, cloud-based BWC and Video Management Solution to capture and store recorded video. In 2015, the MDPD implemented its BWC program and deployed cameras to all uniformed patrol officers and sergeants and some specialized units. The BWC program was instituted to improve police services, increase accountability for individual interactions, and enhance public safety.

The MDPD is interested in sharing available MDPD data with the Researchers to better understand police-community interactions, particularly with respect to police use of force. The Researchers will work with the MDPD to develop a coding scheme, code the video footage, and analyze the resulting data. The coding scheme will include factors such as subject compliance/non-compliance, clarity of communications, race of subject, officer adherence to department policy, escalation/de-escalation tactics, proportionality of action/reaction, and other factors as deemed appropriate by the Parties. In addition to the primary objective of identifying patterns in and predictors of use of force, this study will also pinpoint training opportunities for police officers as well as opportunities to improve communications with members of the public.

The MDPD shall in its sole discretion determine what MDPD data is provided to Researchers and will only provide that is a public record. Due to the complexity of this research and difficulty estimating how long it will take to complete the project, the Parties will have the option to extend the term of the Agreement in one-year increments after the expiration of the initial three-year term.

This Agreement governs the sharing, use, safeguarding, and ownership of MDPD data and research data exchanged between the MDPD and the Researchers for the purposes of carrying out the research activities detailed in the research program as provided in Attachment A attached hereto.



JD Patterson
Chief Public Safety Officer



MEMORANDUM

(Revised)

TO: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

DATE: July 8, 2021

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(I)(1)

Please note any items checked.

- ☐ "3-Day Rule" for committees applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Statement of social equity required
- ☐ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- ☐ No committee review
- ☐ Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____ to approve
- ☐ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(I)(1)
7-8-21

RESOLUTION NO. _____ R-649-21

RESOLUTION APPROVING THE TERMS AND AUTHORIZING THE EXECUTION OF A DATA SHARING AND USE AGREEMENT BETWEEN THE REGENTS OF THE UNIVERSITY OF MICHIGAN, BROWN UNIVERSITY, THE BOARD OF TRUSTEES OF LELAND STANFORD JUNIOR UNIVERSITY, THE BOARD OF TRUSTEES OF THE UNIVERSITY OF PENNSYLVANIA, THE TRUSTEES OF PRINCETON UNIVERSITY, AND MIAMI-DADE COUNTY, BY AND THROUGH THE MIAMI-DADE POLICE DEPARTMENT, FOR THE PURPOSE OF CONDUCTING A COMPREHENSIVE STUDY OF POLICE-COMMUNITY INTERACTIONS USING BODY WORN CAMERA FOOTAGE AND OTHER RELEVANT DATA, FOR AN INITIAL TERM OF THREE YEARS WITH OPTIONS TO EXTEND FOR ADDITIONAL ONE-YEAR TERMS; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE THE TERMINATION, WITHDRAWAL, MODIFICATION, AND EXTENSION PROVISIONS CONTAINED THEREIN, AND TO EXECUTE MODIFICATIONS TO AND EXTENSIONS OF THE AGREEMENT, PROVIDED THAT SUCH MODIFICATIONS DO NOT ALTER THE PURPOSE OF THE AGREEMENT

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board:

Section 1. Approves the Data Sharing and Use Agreement ("Agreement"), in substantially the form attached hereto as Attachment A and made part hereof, between the Regents of University of Michigan, on behalf of the Department of Political Science and the School of Information, Brown University, on behalf of The Policy Lab, the Board of Trustees of the Leland Stanford Junior University, on behalf of the Department of Political Science, the Board of Trustees

of the University of Pennsylvania, on behalf of the Operations, Information, and Decisions Department and Analytics at Wharton, and the Trustees of Princeton University, on behalf of the Departments of Sociology and Computer Science (collectively, the “Researchers”) and Miami-Dade County, by and through the Miami-Dade Police Department, for an initial term of three years, with options to extend for additional one-year terms, and at no cost. The purpose of the Agreement is to conduct a comprehensive study of police-community interactions using body-worn camera footage and other relevant data provided by the Miami-Dade Police Department.

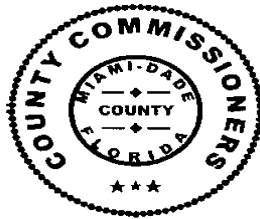
Section 2. Authorizes the County Mayor or County Mayor’s designee to execute the Agreement with the Researchers.

Section 3. Authorizes the County Mayor or County Mayor’s designee to exercise the termination, withdrawal, modification, and extension provisions contained therein, and to execute modifications to and extensions of the Agreement, provided that such modifications do not alter the purpose of the Agreement as provided in section 1 above.

The foregoing resolution was offered by Commissioner **Rebeca Sosa** , who moved its adoption. The motion was seconded by Commissioner **Joe A. Martinez** and upon being put to a vote, the vote was as follows:

Jose “Pepe” Diaz, Chairman	aye		
Oliver G. Gilbert, III, Vice-Chairman	aye		
Sen. René García	aye	Keon Hardemon	aye
Sally A. Heyman	absent	Danielle Cohen Higgins	aye
Eileen Higgins	aye	Joe A. Martinez	aye
Kionne L. McGhee	absent	Jean Monestime	aye
Raquel A. Regalado	aye	Rebeca Sosa	aye
Sen. Javier D. Souto	aye		

The Chairperson thereupon declared this resolution duly passed and adopted this 8th day of July, 2021. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.



MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: **Melissa Adames**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

A handwritten signature in dark ink, appearing to be "SAG", written over a horizontal line.

Shanika A. Graves

DATA SHARING AND USE AGREEMENT

The parties to this data transfer and use agreement ("Agreement") are the Regents of the University of Michigan, on behalf of the Department of Political Science and the School of Information ("UM"), Brown University, on behalf of The Policy Lab ("Brown"), the Boards of Trustees of the Leland Stanford Junior University, on behalf of the Department of Political Science ("Stanford"), the Board of Trustees of the University of Pennsylvania, on behalf of the Operations, Information, and Decisions Department and Analytics at Wharton ("Penn"), and The Trustees of Princeton University, on behalf of the Departments of Sociology and Computer Science ("Princeton") — collectively, the "Researchers" — and Miami-Dade County, by and through the Miami-Dade Police Department ("MDPD") — collectively, the "Parties."

RECITALS

WHEREAS, this Agreement is designed to outline the terms and conditions of the Parties during the mutual research and evaluation of police-community interactions using body-worn camera (BWC) footage in Miami-Dade County. This Agreement governs the sharing, use, safeguarding, and ownership of BWC footage and research data exchanged between the MDPD and the Researchers for the purposes of carrying out the research activities detailed in the research program ("Research Program"), attached hereto as **Exhibit A** and hereby incorporated by reference;

WHEREAS, this Agreement is intended to establish a mechanism to make law enforcement and public safety data collected by MDPD — including, but not limited to, crime and arrest data, calls for service data, personnel records, body-worn camera video footage, clinical data, and other relevant information (collectively, the "MDPD Data") — available to the Researchers in a form and manner that facilitates the research and analyses contemplated by the Research Program and for purposes of conducting the evaluation of police-community interactions; and

WHEREAS, Miami-Dade County enters this Agreement to share information in compliance with Florida Statutes Chapter 119, Public Records,

NOW, THEREFORE, in consideration of the terms and conditions contained herein, the Parties hereby agree as follows:

1. TERM; WITHDRAWAL; TERMINATION

- a. Term. This Agreement shall remain legally binding on the Parties for the period of three (3) years, with an option for extension in one (1) year increments at the conclusion of the three-year period, commencing upon the date of signature of the Agreement by all signatory Parties (the "Effective Date"), unless terminated on an earlier date in accordance with the actions outlined in the section below.
- b. Withdrawal. A Party may withdraw from this Agreement for any reason or no reason at all upon providing the remaining Parties thirty (30) days advance notice of its intent to withdraw from the Agreement. If a Party withdraws from the Agreement (the "Leaving Party"), then (i) the Leaving Party shall automatically cease to be a Party to this Agreement; (ii) the Leaving Party will provide reasonable support or cooperation

requested by the remaining Parties to ensure the performance of the research activities contemplated hereunder; and (iii) the Leaving Party will provide the remaining Parties a copy of all the Leaving Party's research results it has relating to the Research Program as reasonably requested by the remaining Parties within thirty (30) business days after leaving to ensure the remaining Parties may continue the Research Program without delay or hindrance.

- c. Termination for Cause. If one or more Parties materially breaches any term or condition of this Agreement, and fails to correct such breach within thirty (30) days after receiving written notice from a non-breaching Party of such material breach, the breaching party's participation under this agreement shall be terminated.
- d. Termination at Will. This Agreement may be terminated for any reason or no reason at all by mutual agreement of all Parties.

2. RESEARCH PROGRAM

The Researchers will conduct the research in accordance with the roles and responsibilities outlined in the Research Program in **Exhibit A**. Notwithstanding the foregoing, based on the BWC footage provided to the Researchers by the MDPD, the Researchers reserve the right to decide what BWC footage will need to be analyzed and what tasks it will need to perform and to prepare a summary report, based on its skill and expertise.

3. MDPD DATA SHARING, USE AND PROTECTION

- a. Data Sharing and Ownership. The MDPD Data shall be made available to the UM, who, in addition to their work as a Researcher, shall serve as the Data Control Center (the "Data Control Center") and subsequently make such data available to the Researchers in the manner described in further detail at Section 4(d), below, and upon the Effective Date, or as soon as technically feasible thereafter. Miami-Dade County is and shall remain the sole owner of the MDPD Data, and retains the right to use such data for any other purpose. MDPD Data may contain personal identifiers of individual officers, civilian employees, or persons whose names appear in investigative records. If Personally Identifiable Information, as defined below, or other confidential or sensitive information does not need to be included in the MDPD Data or otherwise shared with the Researchers in order to allow the Researchers to fulfill the purpose of this Agreement and/or the Research Program, MDPD shall redact or otherwise mask such information contained within the MDPD Data before sharing said data with the Data Control Center.
- b. Data Use. The MDPD agrees to transfer to the Data Control Center the MDPD Data and any accompanying information related to the Research Program and the relevant metrics and information necessary to evaluate police-community interactions, subject to the following conditions:
 - i. Prior to the Effective Date, the MDPD shall furnish all MDPD substantive rules, policies, and procedures required or requested and all rules, policies, and

procedures required to access the relevant MDPD Data (collectively, the “MDPD Rules”) to the Researchers for review. The Researchers shall agree to abide by and use the MDPD Data in accordance with the MDPD Rules to the extent the MDPD Rules are consistent and do not conflict with the policies and regulations governing the respective institutions with which the Researchers members are affiliated.

- ii. The Researchers shall recognize and acknowledge the need to protect the MDPD Data, and accompanying private or confidential information, if any, and the necessity for protecting and preserving the integrity of such information by preventing access by unauthorized personnel and inappropriate use by all user personnel; and
 - iii. The Researchers will not share or disseminate the MDPD Data to other agencies or persons without advance written permission from the MDPD, except when required to be released by law or court order.
- c. Data Protection. Any collected or downloaded MDPD Data will be afforded the same physical, technical, and security safeguards and protections as the Researchers maintain to secure the privacy and confidentiality of each’s own sensitive data and information. The MDPD Data shall only be accessed or transferred via encrypted network protocols and shall not be knowingly exposed either in transport or at rest to the public, world wide web (Internet), or any other publicly accessible network.
- d. Personally Identifiable Information (PII). “Personally Identifiable Information” or “PII” means information that can be used to identify, contact, or locate a specific individual (such as a name, address, social security number, driver’s license number, taxpayer identification number, email address, telephone number, financial records, educational records, health records, criminal records, or biometric information and indirect identifiers, such as an individual’s date of birth, place of birth, or mother’s maiden name) or information for which there is a reasonable basis to believe that the information can be used to identify an individual in combination with other reasonably available information. Notwithstanding MDPD’s obligations under Section 3(a) and (b) above, the Researchers recognize that the MDPD Data is law enforcement data and may be or otherwise contain PII and that the disclosure of the MDPD Data to unauthorized personnel could hamper ongoing investigations, put innocent persons at risk, or divulge protected PII. The MDPD and the Researchers shall respect all controls and limitations placed upon the MDPD Data under this Agreement, with the exception of Replication Data, as defined below, which will be made publicly available. The Researchers will minimize its use, querying, and storage of PII to only what is necessary for proper analysis. Any PII will be handled, stored, and destroyed in accordance with all applicable federal, state and local laws and regulations. The Researchers will report to MDPD any unauthorized disclosures, breaches or inadvertent releases of data or information promptly upon discovery.
- e. Replication Data. “Replication Data” are defined as the final, de-identified versions of all datasets used in the Research Program. Replication Data will not contain any Personally Identifiable Information (PII) or MDPD Data, as defined below, and will be

vetted and cleaned through procedures documented by the Researchers in a codebook. Attribution of the MDPD Data used in subsequent publication or academic materials shall include the relevant contextual information on the source of the data and the date the information was accessed.

- f. Data Disposition. All PII Data provided to the Data Control Center and Researchers must be deleted or destroyed upon the conclusion of the Research Program, expiration or early termination of this Agreement, or at the direction of MDPD, whichever comes first. Researchers (or their designees) shall provide notice of such disposition to MDPD. For the avoidance of doubt, this clause 3(f) is not intended to restrict the Parties' use of MDPD data provided in accordance with Florida Statutes Chapter 119, Public Records; Replication Data; or any de-identified data generated by the Researchers in performance of the Research Program.

4. MDPD DATA

- a. Access to MDPD Data. The Parties acknowledge and agree that a fundamental component of this Agreement is the access by the Researchers to the MDPD Data. The MDPD reserves the right to decline any request by the Data Control Center or Researchers for data or any request for additional data, but acknowledges any denial may impact the analysis and research being conducted under the Research Program.
- b. Data Custodians. To accomplish the goals of this Agreement and the Research Program, the Researchers designate the following pre-approved Data Custodians: Dr. Christian Davenport of UM, Ms. Anita Ravishankar of UM, Dr. Hakeem Jefferson of Stanford, Dr. David Yokum of Brown, and Ms. Rachel Mariman of Penn and Princeton, (each a "Data Custodian"). Each Data Custodian is an employee or agent at their respective institution and is responsible for initially receiving the MDPD Data. Once the MDPD Data is received by the Data Control Center and provided to the Researchers, the Researchers' Data Custodians are responsible for:
 - i. providing the MDPD Data to Authorized Users as needed, as defined below;
 - ii. maintaining a record of all Authorized Users;
 - iii. ensuring that Authorized Users receive access to the MDPD Data only in conformity with this Agreement;
 - iv. maintaining a record of all MDPD Data requested and received by the Data Custodian;
 - v. ensuring that the MDPD Data is disposed in accordance with Section 3(f) of this Agreement; and
 - vi. providing notice of such disposition as set forth in Section 3(f) of this Agreement.
- c. Authorized Users. Researchers shall disclose or otherwise provide MDPD Data only to Authorized Users (as described in subsection i. of this section) to carry out the purposes of this Agreement. In addition, Researchers shall only disclose or provide as much MDPD Data to an Authorized User as is necessary or useful for the authorized user to carry out his or her work in fulfilling the purposes of this Agreement.

- i. "Authorized Users" are individuals whose services are determined to be necessary or useful to fulfill the purposes of this Agreement by Researchers. Authorized Users are defined as researchers under the direct supervision and control of a Data Custodian who are authorized to access and analyze the MDPD Data.
- d. Transfer of MDPD Data. The transfer of MDPD Data between the MDPD and the Data Control Center will take place utilizing a document management system that is licensed by the Data Control Center.
 - i. The Data Control Center will make available the MDPD Data to the Researchers.
- e. Treatment of MDPD Data. The Researchers shall use the standards of care of the MDPD Data as specified in this Agreement and use the MDPD Data only to accomplish the purposes of this Agreement and subject to audit review by Miami-Dade County upon reasonable written notice and at a mutually agreeable day and time.

5. COOPERATION IN PROVISION OF ACCESS TO MDPD DATA

The Parties hereby commit to work together, in good faith, to provide the Researchers access to all records necessary to conduct the Research Program, consistent with the MDPD Rules, institutional policies, and the terms of this Agreement. The Parties acknowledge that without provision of the MDPD Data, or any other information or data as described in this Agreement, the Researchers will not be able to conduct the scope of research specified in Research Program and this Agreement.

6. CONTACT INFORMATION

The following individuals shall serve as the technical/scientific points of contact at each institution for this Agreement:

Thomas Buchanan
Major
Miami-Dade Police Department
tbbuchanan@mdpd.com

Christian Davenport
Professor
Department of Political Science
University of Michigan
cdavenpt@umich.edu

Hakeem Jefferson
Assistant Professor
Department of Political Science
Stanford University
hakeem@stanford.edu

Kevin Wilson

Head of Data Science
The Policy Lab
Brown University
kevin_wilson@brown.edu

Brandon Stewart

Assistant Professor
Department of Sociology
Princeton University
bms4@princeton.edu

Dean Knox

Assistant Professor
Operations, Information and Decisions Department
University of Pennsylvania
deknox@wharton.upenn.edu

The following individuals shall serve as the legal points of contact at each institution for this Agreement:

Eric S. Ward

Project Representative
Office of Research and Sponsored Projects
The Regents of the University of Michigan
escottw@umich.edu

Joshua Murphy, JD

Research Contracts Officer
Office of Sponsored Research
Stanford University
murphyjd@stanford.edu

Kevin J. Licciardi, JD

University Counsel
Princeton University
licciard@princeton.edu

Jennifer Welch

Research Agreement Manager
Office of Research Integrity
Brown University
jennifer_welch@brown.edu

Beth Alioto

Associate Director
Office of Research Services

University of Pennsylvania
bmarie@upenn.edu

Janet Lewis, Esq.
Commander, Police Legal Bureau
Miami-Dade Police Department
jllewis@mdpd.com

7. PUBLICATION AND PUBLICITY

- a. Publicity: No Party shall use the name, trade name, trademark, trade dress, service mark, logo, likeness, symbol, or any other designation of another Party in connection with any products, promotion, advertising, press release, or publicity without the prior written permission of the non-publicizing Party. The Parties will seek permission from one another by submitting the proposed use, well in advance of any deadline, to the legal points of contact listed in Section 6 above. Nothing herein shall restrict any Party's right to disclose the existence of this Agreement, the identity of the parties, or the nature and scope of the project, provided such disclosure is limited to statements of facts and does not constitute an endorsement of any other Party's goods, services, or activities outside the scope of this Agreement.
- b. Publication. The Researchers shall be free to publish the results of their research in their exclusive discretion and as they see fit without approval of or interference by Miami-Dade County or anyone associated with the MDPD. Any publication by the Researchers will be subject to the advance notice and confidentiality requirements specified in this Agreement. MPDP's review period shall not exceed thirty (30) business days and such review shall be limited in purpose to ensuring the protection of Confidential Data and PII.

8. INTELLECTUAL PROPERTY

Each party shall own the entire right, title, and interest, including all patents, copyrights, and other intellectual property rights, in and to all inventions solely developed by its personnel under this Agreement. Inventions jointly developed by the parties will be jointly owned.

9. DISCLAIMER OF WARRANTIES

EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, EACH PARTY DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED, OR OTHERWISE, INCLUDING WITHOUT LIMITATION, ALL WARRANTIES OF ACCURACY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, AND ALL WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE.

10. LIMITATION OF LIABILITY

Each Party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, directors, agents, and representatives in the performance

of the Research Program and the administration of this Agreement, to the extent allowed by law. IN NO EVENT WILL ANY PARTY BE LIABLE TO ANY OTHER PARTY FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES OF ANY KIND, OR FOR ANY LOSS OF PROFITS, LOSS OF REVENUE, LOSS RESULTING FROM INTERRUPTION OF BUSINESS, OR LOSS OF USE OR DATA, WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH LOSS, HOWSOEVER CAUSED, WHETHER FOR BREACH OR REPUDIATION OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, INABILITY TO USE ANY TECHNOLOGY, OR OTHERWISE. No indemnification for any loss, claim, damage, or liability is intended or provided by either party under this Agreement.

11. INDEPENDENT CONTRACTOR

It is understood and agreed that Stanford, Brown, UM, Princeton, and Miami-Dade County shall act as and at all times be independent contractors to one another in the performance of this Agreement and the Research Program and not that of an agent or employee of any other Party.

12. COMPLIANCE WITH LAW

It is the intent of all Parties to protect the confidentiality and security of law enforcement and public safety data subject to this Agreement, consistent with all applicable federal, state and local laws and regulations, including any applicable regulations on privacy and security, and relevant MDPD Rules.

13. COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Facsimile, Portable Document Format (PDF) or photocopied signatures of the Parties will have the same legal validity as original signatures.

14. FUNDING

This Agreement is neither a fiscal nor a funds obligation document. Absent a separate written agreement, the Parties will cover their own costs for any work performed under this Agreement.

15. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties and supersedes all prior written or oral agreements or understandings with respect thereto.

16. MODIFICATIONS; WAIVER

Modifications to this Agreement must be made in writing and signed and dated by authorized officials, prior to any changes being performed. Failure by a Party to enforce any rights under this Agreement will not be construed as a waiver of such rights nor will a waiver by a Party in

one or more instances be construed as constituting a continuing waiver or as a waiver in other instances.

17. NO THIRD-PARTY RIGHTS

This Agreement is solely for the benefit of the Researchers and Miami-Dade County. This Agreement is not intended to and does not create any cause of action, claim, defense or other right in favor of any party who is not a signatory to this Agreement.

18. GOVERNING LAW

The Parties agree to remain silent on which law will govern the interpretation and enforcement of this Agreement, except that the release of records by Miami-Dade County/MDPD shall be governed by Florida Statutes Chapter 119, Public Records.

19. HEADINGS

The headings to any section of this Agreement are not a part of the Agreement and shall have no effect upon the construction or interpretation of any part thereof.

20. SEVERABILITY

If any term, condition, or obligation of this Agreement is held by a court of competent jurisdiction to be invalid, the remainder of this Agreement shall remain in full force and effect.

21. ASSIGNABILITY

The Parties agree that the Agreement and any rights, duties, obligations, or interests in the Agreement cannot be assigned or transferred without the express, written consent of all Parties. The Parties agree that the expertise and experience of the Researchers are material considerations for this Agreement. Any attempt to transfer or assign without prior written consent shall be void.

22. SIGNATURES

The signatories below warrant and represent that they have the requisite authority on behalf of their respective entities to enter into the obligations set forth in this Agreement.

[SIGNATURES CONTINUE ON NEXT PAGE]

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed by their duly authorized representatives:

MIAMI-DADE COUNTY

Daniella Levine Cava, Mayor

Date: _____

Alfredo Ramirez III, Director
Miami-Dade Police Department

Date: _____

ATTEST:

Harvey Ruvin, County Clerk
Miami-Dade County, Florida

Date: _____

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

Anita Viciano
Assistant County Attorney
Miami-Dade County Florida

Date: _____

THE BOARD OF TRUSTEES OF THE LELAND STANFORD JUNIOR UNIVERSITY

Joshua Murphy JD,
Signature: CIPP/US

Digitally signed by Joshua
Murphy JD, CIPP/US
Date: 2021.03.29 08:24:40 -07'00'

Date: March 29, 2021

Joshua Murphy, JD
Authorized Official
Stanford University

THE REGENTS OF THE UNIVERSITY OF MICHIGAN

Signature: Eric S. Ward
Eric S. Ward
Authorized Official
The Regents of the University of Michigan

Date: 04/08/2021

BROWN UNIVERSITY

Signature: Jennifer Welch

Date: 3/29/2021

Jennifer Welch

Authorized Official

Brown University

PRINCETON UNIVERSITY

Signature: Kevin Licciardi

Date: 04/08/2021

Kevin Licciardi

Authorized Official

Princeton University

UNIVERSITY OF PENNSYLVANIA

Signature: Beth Alioto

Date: 04/08/2021

Beth Alioto

Authorized Official

University of Pennsylvania

READ, UNDERSTOOD, AND ACKNOWLEDGED BY:

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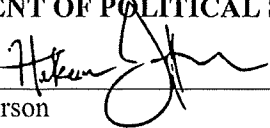
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Date: 04/08/2021

David Yokum

Director, The Policy Lab

**THE BOARD OF TRUSTEES OF THE LELAND STANFORD JUNIOR UNIVERSITY
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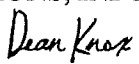
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Rachel Mariman
Research Project Manager

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Exhibit A

Research Program

“Understanding Police-Community Interactions Using Body-Worn Camera Video Footage”

PURPOSE

The MDPD is collaborating with the Researchers to conduct a comprehensive study of police-citizen interactions using BWC footage. The Researchers will provide research guidance and expertise to ensure the study is conducted in a valid and sound manner according to accepted methodologies of scientific research.

The Researchers will lead the design and implementation of the study, and will conduct the analyses of the data, as set forth in a pre-analysis plan document that will be drafted and pre-registered on the Open Science Framework website.

Expected work products include the aforementioned pre-analysis plan, presentation slides on study design and findings, a full written report documenting the study design, analysis, and results, and other content as needed (e.g., press releases, research briefs, web content, etc.).

BACKGROUND

The MDPD is the 8th largest police agency in the nation, and serves Miami-Dade County in southern Florida, populated by over 2.7 million residents. MDPD provides direct services to approximately 1.2 million residents, and sheriff and specialized services to the remaining 1.5 million community members. MDPD serves this diverse community with a sworn force of approximately 2,900 police officers and 1,700 support personnel.

In the fall of 2012, MDPD began to study the utilization of BWCs for patrol officers. This research included reviewing numerous publications and studies, conducting market research, performing a pilot program, and contacting numerous local, state, and out-of-state police agencies, the Miami-Dade Office of the State Attorney, the Miami-Dade Public Defender's Office, the American Civil Liberties Union of Florida, and the Dade County Police Benevolent Association (PBA). MDPD also worked with the PBA to develop policies outlining the use and management of BWC for its officers.

Miami-Dade County Mayor Carlos Gimenez supported, and the Miami-Dade Board of County Commissioners unanimously approved, the purchase of a commercially available, cloud-based BWC and Video Management Solution to capture and store the recorded video.

MDPD implemented its body-worn camera program in 2015 to improve police services, increase accountability for individual interactions, and enhance public safety. The department has deployed cameras to all uniformed patrol officers and sergeants and some specialized units. MDPD sworn members are instructed to place their BWC in the “Record Mode” and continue recording until the conclusion of the event under the following circumstances:

1. Upon being dispatched or responding to a call for service as the primary or back-up unit.
2. Before engaging in any field activity.
3. During any searches or transportation of individuals or prisoners.

The full MDPD BWC policy is attached as Exhibit C to this Agreement.

Video footage from these interactions is retained in accordance with the applicable laws (e.g., statute of limitations for the relevant offense). Non-evidentiary data is retained for at least 90 days, or as long as needed for administrative investigations or litigation.

MDPD is interested in sharing the available BWC footage with the Researchers to better understand police-citizen interactions, particularly with respect to police use of force. The Researchers will work with MDPD to develop a coding scheme, code the video footage, and analyze the resulting data. The coding scheme will include factors such as subject compliance/non-compliance, clarity of communications, race of subject, officer adherence to department policy, escalation/de-escalation tactics, proportionality of action/reaction, and other factors as deemed appropriate by the Parties.

In addition to the primary objective of identifying patterns in and predictors of use of force, this study also aims to pinpoint training opportunities for police officers as well as improvements to communications with members of the public regarding police practices.

ROLES AND RESPONSIBILITIES

The team working on the BWC research and evaluation includes individuals from MDPD and partnered academic institutions.

The MDPD will:

- Provide subject matter expertise in policing policy and practices;
- Provide access to the necessary BWC footage;
- Coordinate with the Researchers to design and implement the study and analyze the BWC data collected over the course of the study.

The Researchers will endeavor to:

- Design and guide implementation of the study, including identifying the scope of videos to be analyzed;
- develop the video coding scheme;
- analyze the data generated from coding the videos (along with relevant administrative data),
- update MDPD on study findings; and.
- seek funding to support this research effort, including grant funds from non-profit institutions.

INTENDED USE OF THE DATA

The Parties agree that the MDPD Data will only be used for the purposes of the specific research described herein. Any use of the MDPD Data unrelated to or falling outside of this stated Research Program is strictly prohibited unless expressly agreed to in writing by all Parties.

Exhibit B
Researchers

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Exhibit C

Miami-Dade Police Department Body Worn Camera Policy

CHAPTER 33 - PART 01 - BODY-WORN CAMERA SYSTEM

SECTION 1 - INTRODUCTION

- I. GENERAL: [CALEA 41.3.8a]**
 - A. Purpose:
 - B. Objectives:
- II. DEFINITIONS:**
 - A. Body-Worn Camera:
 - B. Body Worn Camera System:
 - C. Body Worn Camera System Accessories:
 - D. Casual Encounter:
 - E. Compliance Review:
 - F. Data:
 - G. Evidentiary Data:
 - H. Non-Evidentiary Data:
 - I. Official Law Enforcement Matter:
 - J. Officer:
 - K. Video management system/video management solution:
- III. BODY-WORN CAMERA ASSIGNMENT:**
 - A. Training:
 - B. Issuance of Equipment

SECTION 2 – ADMINISTRATIVE

- I. BODY WORN CAMERA POLICY REVIEW:**
- II. DOCUMENTATION AND RECORDING:**
- III. RETENTION AND PUBLIC RELEASE: [CALEA 41.3.8d,g]**

SECTION 3 - OPERATIONAL GUIDELINES

- I. EQUIPMENT MAINTENANCE AND READINESS:**
- II. USER GUIDELINES: [CALEA 41.3.8b,c]**
- III. MEDIA UPLOADING, STORAGE/EVIDENTIARY VALUE: [CALEA 41.3.8d]**
- IV. PROHIBITED CONDUCT: [CALEA 41.3.8b]**
- V. SUPERVISORY INSPECTION AND AUDIT RESPONSIBILITIES: [CALEA 41.3.8g]**

CHAPTER 33 - PART 01 - BODY-WORN CAMERA SYSTEM

VI. CRITICAL INCIDENTS AND SPECIAL CIRCUMSTANCES:

CHAPTER 33 - PART 01 - BODY-WORN CAMERA SYSTEM

SECTION 1 - INTRODUCTION

I. GENERAL: [CALEA 41.3.8a]

A. Purpose:

The purpose of this policy is to establish guidelines for the use and management of the Body-Worn Camera (BWC) system. This policy is intended to create guidelines for the management and official use of the BWC system and provide personnel with instructions for usage. It is not the intent of the Department to utilize the BWC system as a disciplinary tool. [CALEA 41.3.8a] This system is used to capture data for preservation in accordance with departmental policy and in compliance with applicable laws. Once captured, these original recordings cannot be altered in any way and are protected by multiple layers of security.

The Department recognizes that the BWC will not capture exactly what personnel see, hear, sense or experience. Footage captured by BWCs is only a portion of the encounters between law enforcement officers and individuals. The Department acknowledges that an officer's recollection of specific details may be different from what is captured by the BWC. Although the BWCs do not capture an officer's full knowledge of any particular situation, they are a valuable law enforcement tool to capture and preserve data.

B. Objectives:

The use of the BWC system will accomplish the following objectives:

1. Enhance safety.
2. Capture data and evidence during the course of police encounters with individuals.
3. Enhance the Department's ability to document and review data for both internal reporting requirements and for courtroom preparation/presentation.
4. Preserve data for use in current and future investigations.
5. Provide a tool for self-critique and field evaluation during training of personnel.

II. DEFINITIONS:

- A. **Body-worn camera:** A portable electronic recording device that is worn on a uniform and that records audio and video data in the course of the performance of official duties and responsibilities.
- B. **Body-worn camera system:** Includes the body-worn camera, microphone, battery pack, docking and charging equipment.
- C. **Body-worn camera system accessories:** Related equipment that interact with the body-worn camera system.
- D. **Casual encounter:** An encounter where law enforcement officer comes into contact with the general public, which may not be related to an official law enforcement matter.
- E. **Compliance review:** A process by which authorized members of the Department conduct reviews of the data captured by the BWC system.
- F. **Data:** Audio, video, and metadata captured on the BWC.

CHAPTER 33 - PART 01 - BODY-WORN CAMERA SYSTEM

- G. **Evidentiary data:** Footage of an incident or encounter that could prove useful for investigative purposes, such as a crime, an arrest or citation, a search, a use of force incident, or a confrontational encounter with a member of the public. Evidentiary footage is further categorized by specific incident type, and the retention period is governed by evidentiary rules and applicable law.
- H. **Non-evidentiary data:** Footage that does not have value to aid in an investigation or prosecution, such as footage of an incident or encounter that does not lead to an arrest, or citation, or footage of general activities performed while on duty (e.g., assisting a motorist or clearing a roadway).
- I. **Official law enforcement matter:** An encounter where a law enforcement officer acting in an official capacity comes in contact with the general public. These contacts include: response to calls for service, traffic enforcement, and self-initiated enforcement activities. Although every encounter that may result in an official law enforcement matter cannot be identified in advance, officers are to use their training and experience when determining what may turn into an official law enforcement matter.
- J. **Officer:** To include any and all MDPD personnel assigned a BWC.
- K. **Video management system/video management solution:** System comprised of the applications and website used to store videos collected from BWCs and other forms of digital evidence. Redaction and evidence management is controlled via a video management solution.

III. BODY-WORN CAMERA ASSIGNMENT:

BWCs are to be worn by personnel of the rank of Police Sergeant and Police Officer assigned to uniform patrol functions during their tour of duty. Additional personnel, as determined by the Director or designee, may also be assigned BWCs. The primary use of the BWC is to enhance officer safety, public safety, and promote accountability and transparency while fostering positive relationships with the community.

A. Training:

BWC operators shall receive hands-on training prior to using the system in the community. Training and refresher training will be conducted by the Body-Worn Camera Unit (BWCU) staff. [CALEA 41.3.8f]

B. Issuance of Equipment:

1. The BWC system and BWC system accessories will only be assigned to personnel who have completed the approved BWC training.
2. A record of the inventory will be maintained by the Professional Compliance Bureau (PCB) BWC U and the appropriate user district or bureau.
3. BWCU shall coordinate the equipment transfer when removing a BWC system from one user to another or between Department entities.
4. Officers are responsible for the proper care of all departmental property and/or equipment assigned to them. Officers will immediately report any loss of, or damage to, any part of the BWC system and BWC system accessories via their respective chains-of-command. Reports of damaged or lost equipment will be documented on an Offense/Incident report, and an Action Memorandum which will be forwarded to the BWCU via the chain-of-command.
5. BWCs shall be hand delivered to the BWCU office. Under no circumstance will a damaged or faulty BWC be sent via interoffice mail.
6. Personnel transferring to an assignment requiring the use of a BWC will keep their assigned BWC and will notify the BWCU via e-mail (BWCU@mdpd.com) of their old and new assignment.

CHAPTER 33 - PART 01 - BODY-WORN CAMERA SYSTEM

7. Personnel transferring to assignments that do not require the use of a BWC shall respond to the BWCU office, and return their BWC system and BWC system accessories.
8. An employee who separates from service will ensure that the BWC system and BWC system accessories are returned to the BWCU prior to the effective date.
9. The supervisor of an employee who is relieved of duty, or suspended with or without pay, or on light duty when it exceeds 30 days, shall ensure that the assigned BWC system and BWC system accessories are returned to the BWCU.

SECTION 2 - ADMINISTRATIVE

I. BWC POLICY REVIEW [CALEA 41.3.8a]

The BWC program and this policy will be reviewed annually, or as needed, to ensure compliance with current law. Best practices as published by the law enforcement community will be considered in the review of this policy.

II. DOCUMENTATION AND RECORDING:

- A. Use of the BWC shall be documented on the appropriate official departmental record (i.e., Offense-Incident Report, Field Interview Report, or Uniform Traffic Citation) in all cases where a BWC is operational. Any use of the BWC will be documented on the officer's Daily Activity Report.
- B. When preparing an official departmental record in connection with an investigation or police event, employees shall indicate on the last line of the report that a BWC was utilized.
- C. BWC data recordings are intended to supplement departmental reports. Submitted written reports are still required to comprehensively capture the entire incident.

III. RETENTION AND PUBLIC RELEASE: [CALEA 41.3.8d,g]

- A. The contents of BWC recordings are presumed official public records and subject to release to the public after the appropriate redactions are made, if any. Any contents that are not connected to official business are not public records and are not subject to statutory public records disclosure requirements. For example, contents of BWC recordings concerning an officer's use of a restroom or a brief personal conversation with a friend about a social event are not public records and are not required to be disclosed pursuant to public records laws.
- B. The release of BWC recordings through a public records request or other legal authority shall be governed by applicable law.
- C. Prior to releasing any BWC recordings, BWCU staff will ensure that any and all redactions are in compliance with Florida's public records laws, consulting with the Police Legal Bureau as necessary.
- D. The BWCU will be responsible for all duplication and redaction of data, and will provide BWC recordings to the Central Records Bureau for release in compliance with Florida law and Department policy. Proper redactions will be made when the law permits privacy in certain locations such as a private residence, medical facility or place of worship. [CALEA 41.3.8c]
- E. The BWCU will be responsible for receipt and tracking all public records requests for BWC recordings.
- F. All BWC recordings shall be retained for at least three years. Recordings related to discipline and/or internal investigations or litigation holds/preservation requests shall be retained until manually deleted by the BWCU upon authorization by PCB, the Police Legal Bureau, or the appropriate court. All other

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BWC recordings shall be retained for at least the minimum periods described below: [CALEA 41.3.8d,g]

Category	Retention Period
Critical incidents or Special Circumstances	Manually Deleted by BWCU upon proper authorization
Officer Injury - Crash	Manually Deleted by BWCU upon proper authorization
Homicide, Sexual Battery, Missing Person	100 Years
Criminal Investigation, Arrest	13 Years
Baker Act, Medical	5 Years
Traffic Stop, Crash	5 Years
Uncategorized	3 Years
Non-Evidentiary	3 Years
"Pending Review" after review complete and converted to Uncategorized	3 Years

- G. All BWC system data, including police involved shootings, shall be the sole property of MDPD and will only be released by the BWCU after review and proper redaction.
- H. The BWCU will ensure BWC operators, supervisors, the Police Legal Bureau, and investigators have "view only" access to the recorded data for legitimate law enforcement purposes or for other official reasons. [CALEA 41.3.8c,e]

SECTION 3 - OPERATIONAL GUIDELINES

I. EQUIPMENT MAINTENANCE AND READINESS:

- A. The BWCU will be responsible for the assignment and maintenance of the BWC system. [CALEA 41.3.8c,e]
- B. Individual officers will be responsible for the care and custody of the BWC once assigned.
- C. At the beginning of each tour of duty, the officer will:
 - 1. Inspect the BWC system and BWC system accessories for physical damage.
 - 2. Ensure that the battery is fully charged.
 - 3. Conduct a functionality test by recording a test video.
 - 4. Report equipment malfunctions to the BWCU, via e-mail to BWCU@mdpd.com, with notification to the employee's supervisor. [CALEA 41.3.8e]
 - 5. Ensure that the BWC is uploaded and fully charged prior to an off-duty assignment, and at the beginning of the next regular work shift, when a BWC is required for an off-duty assignment.

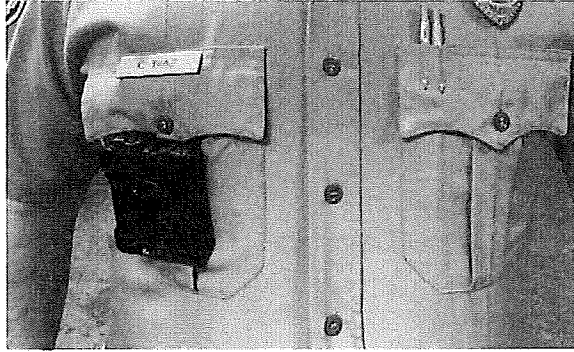
II. USER GUIDELINES: [CALEA 41.3.8b,c]

- A. Prior to going into service with a BWC, officers will ensure that they are wearing an authorized uniform, clearly identifying them as an MDPD officer, unless otherwise authorized by the Department Director or designee.
- B. Personnel assigned to wear a BWC shall place the device on their uniform in a location approved

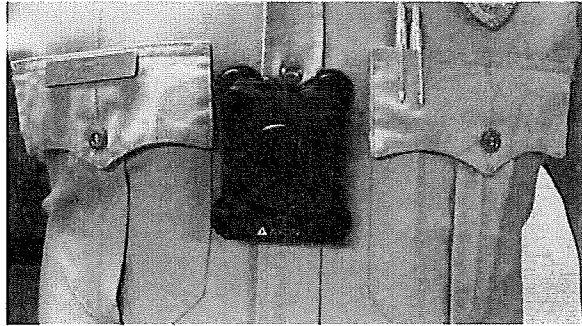
CHAPTER 33 - PART 01 - BODY-WORN CAMERA SYSTEM

by the Department, consistent with vendor recommendations, as shown below:

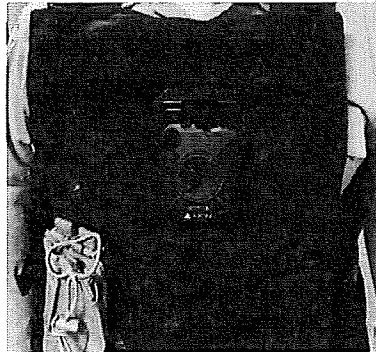
1. Pocket Clip



2. Magnet Clip



3. Tactical Vest



- C. Officers shall follow existing officer safety procedures when conducting enforcement stops as outlined in Department policies and procedures. Officer safety shall not be compromised in order to record an event.
- D. Officers will place the BWC in the "Record Mode" and continue recording until the conclusion of the event under the following circumstances:
 - 1. Upon being dispatched or responding to a call for service as the primary or back-up unit.

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2. Before engaging in any field activity.
3. During any searches or transportation of individuals or prisoners.

Officers who fail to activate the BWC as required, must notify their supervisor and explain the reason for the non-activation. Additionally, the officer will document the incident and reason for non-activation via an email message to the element commander by the end of the shift. [CALEA 41.3.8b]

- E. Once the BWC is turned on, officers will continue to record until the conclusion of the event.
- F. While on the scene of an incident, officers engaging in an administrative, investigative or legal conversation with a supervisor, police legal advisor, union attorney or employee representative shall activate the "mute mode" as follows:
 1. State the reason for muting the conversation. For example, say "I am about to mute my conversation with my union attorney."
 2. If the conversation is in person, turn the BWC camera away from the conversation (i.e., point the camera down).
 3. Mute the conversation.
 4. Once the conversation is over, deactivate "Mute Mode" and continue recording until the conclusion of the incident.
- G. Officers are not required to obtain consent from individuals to video/audio record. Officers are not required to inform individuals that they are being recorded. If however, the officer determines that informing an individual may de-escalate a situation, or if asked whether a BWC is being utilized, the officer should disclose that he/she is recording.
- H. At the end of each tour of duty, the officer assigned a BWC or a supervisor will place the BWC in the appropriate docking station where it will be downloaded and charged. [CALEA 41.3.8b]
- I. Officers, supervisors, and investigators may use data captured via the BWC system to assist with the investigation and/or completion of appropriate reports. [CALEA 41.3.8 c]
- J. Pursuant to Florida Statutes, Section 943.1718(2)(d), officers using a BWC shall be allowed to review the recorded footage from the BWC, upon his/her own initiative or request, before writing a report or providing a statement regarding any event arising within the scope of his/her official duties. However, the above provision may not interfere with an officer's inherent duty to immediately disclose information necessary to secure an active crime scene or to identify suspects or witnesses.
- K. Officers and supervisors may use data captured via the BWC system for training purposes, with proper and prior authorization from the District/Bureau Commander. Specific employees will not be identified.
- L. Officers should balance the need to capture data of non-evidentiary value with the dignity of individuals who may be experiencing matters of a personal nature, and may turn off their BWC after stating on the BWC the reason for deactivation. Supervisory notification shall be made at the conclusion of the event. [CALEA 41.3.8b]
- M. Officers may turn off the BWC for intelligence gathering, or to obtain information for a criminal investigation when an individual will not provide said information on video. Officers shall ensure that the BWC has captured video and sound evidence supporting the need to turn off the BWC to obtain such intelligence information. Supervisory notification shall be made at the conclusion of the event.

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III. MEDIA UPLOADING, STORAGE/EVIDENTIARY VALUE: [CALEA 41.3.8d]

- A. Once the data has been uploaded, the BWC operator shall be responsible for reviewing the footage and assigning data into categories in accordance with the video management system.
- B. If applicable, the officer will tag the segments of the recordings that have evidentiary value and label them according to event number, case number, officer's name, and badge number.
- C. Personnel are required to identify the BWC footage as follows:
 - 1. Indicate MDPD report number (case number) or event number, where no case number was issued.
 - 2. Categorize the event with the appropriate category from the drop down menu in the BWC video management system.
- D. Officers may add the incident location after the date and time, and if applicable, the subject's name and date of birth (i.e., Doe, John – 01/01/1970 – 123 Anywhere Street).
- E. All footage shall be properly marked and identified within 72 hours, unless exigent circumstances exist.
- F. If evidentiary copies of BWC recordings are required, the BWCU will be notified.

IV. PROHIBITED CONDUCT: [CALEA 41.3.8b]

- A. The BWC will not be utilized to record under the following circumstances: [CALEA 41.3.8b]
 - 1. To record other Department members unless it is during the course of an official law enforcement matter as defined in this policy;
 - 2. During employee meal and restroom breaks;
 - 3. During case discussions with other officers;
 - 4. During other administrative functions;
 - 5. During operational, tactical, or planning briefings and meetings.
 - 6. During training exercises, unless the appropriate supervisor requests such use in advance by emailing the BWCU at BWCU@mdpd.com.
 - 7. During general or performance related discussions with employees/supervisors;
 - 8. During any court related matter, to include pre-file conferences, depositions, or any other activity within a courtroom; only officers assigned to the Court Services Bureau are authorized to record inside a courtroom and only when handling an official law enforcement matter;
 - 9. While inside any police or County owned facility, unless the officer is in the process of handling an official law enforcement matter.
- B. Officers assigned a BWC shall not record confidential informants or officers working in an undercover capacity. If advised that a confidential informant or an officer working in an undercover capacity was recorded, the officer will tag the video with "informant/UC" from the drop down menu in the tags section of the BWC video management system.
- C. Officers will not allow the public to review recordings on the scene. A supervisor shall be notified if

CHAPTER 33 - PART 01 - BODY-WORN CAMERA SYSTEM

an individual insists on viewing the recording on the scene. The supervisor will explain the procedure to obtain or view a copy of the footage.

- D. Employees will not copy, distribute or facilitate the release of any recording obtained via the BWC system. Only BWCU staff can release BWC recordings or data via public records requests, subpoenas, court orders or at the request of the Director or the Director's designee.
- E. Employees will not make copies of any recordings for personal use, and are prohibited from using any recording device (such as a phone, camera, or secondary video camera) to record any data captured by the BWC system.
- F. Employees will not use any other electronic devices, or other means, in order to intentionally interfere with the capabilities of the BWC.
- G. Employees will not post BWC footage to any social media site, without prior written approval from the Department Director or designee.
- H. Employees shall not erase, alter, modify or tamper with any original BWC data.
- I. Employees are not permitted to utilize any personal video recording device to capture any event while on duty.
- J. Employees will not alter or modify a BWC system or BWC system accessories unless approved by the Director or designee (i.e., adding stickers, rubber bands, etc.)

V. SUPERVISORY INSPECTION AND AUDIT RESPONSIBILITIES: [CALEA 41.3.8g]

- A. Supervisors are responsible to ensure that the BWC system is operated in accordance with established Department policy.
- B. BWC recordings and data are kept in a closed, cloud based solution which is regularly managed and audited. These features ensure the integrity of the data uploaded to the cloud. The BWCU will maintain custody of this cloud based system.
- C. Supervisors should review data captured via the BWC system prior to the completion of any MDPD administrative reports, such as crash reports, Supervisor's Report of Response to Resistance, etc., where a BWC was utilized by any of the employees on the scene. With supervisory approval, BWC users may view recordings captured by others to assist with the investigation and the preparation of reports.
- D. BWC data will not be utilized indiscriminately for disciplinary purposes.
- E. Supervisors may access applicable BWC data to verify and address complaints, and prepare a memorandum to the PCB Commander documenting the action taken and disposition.
- F. Supervisors will review BWC data in response to an observed performance deficiency.
- G. Compliance Reviews will be conducted once a quarter. Procedures for the reviews are as follows: [CALEA 41.3.8g]
 - I. The BWCU will generate a list of 30 random case numbers from the previous quarter year. The list of random case numbers will be forwarded to the entities assigned BWCs along with a questionnaire that will be provided by the BWCU. Each entity will complete a questionnaire for each of the 30 random case numbers. The questionnaire will include the following items and may be modified by the BWCU on

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an as needed basis (e.g., changing trends, changing technology, new equipment with new features, etc.):

- a. Are there videos for the case/report number? If no, Why? If camera malfunctioned, was BWCU contacted via email?
 - b. How many officers took a signal on the call?
 - c. How many officers have video for the incident?
 - d. How many videos are there for the incident?
 - e. Are all videos categorized correctly?
 - f. Do the times on the videos match the times on the call (E-Police)?
 - g. After viewing the primary officer's video, are there any training/policy/safety concerns present?
2. Entity Commanders will assign designated case numbers to a lieutenant or higher to ensure that the BWCs are being utilized in compliance with Department policy.
 3. Once the review is completed, a memorandum or an email message with the questionnaires attached will be forwarded to the appropriate division chief by the designated date with the findings, with a copy to the PCB's Accreditation Section.
- H. BWC recordings may be utilized for training purposes after redaction of the involved employee's identity.

VI. CRITICAL INCIDENTS AND SPECIAL CIRCUMSTANCES:

- A. Officers may encounter critical incidents or special circumstances that require an immediate response from investigative units. They include, but are not limited to, the following:
1. Contact police shootings;
 2. In-custody deaths;
 3. Officer involved traffic crashes with fatalities or serious injuries;
 4. On-scene complaints of excessive force;
 5. Officer serious injury or death in the line of duty;
- B. During these circumstances, officers equipped with BWC systems that captured the incident will stop recording by powering down the device at the conclusion of the event. The BWC system will remain affixed to the officer(s) in the same position as it was affixed throughout the event, and shall not be handled in any fashion unless emergency medical attention is necessary, requiring that the device be removed. The BWCU supervisor will process the BWC(s) according to agency standards for handling evidence and will be responsible for the recovery and storage of all data evidence captured on the device.
- C. Officers equipped with BWCs should be cognizant that any conversations following the event may be captured by active BWCs or other recording devices. See Section 3 - II. F. above for conversations during the event.