

MEMORANDUM

Agenda Item No. 8(I)(2)

TO: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: November 7, 2023

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution approving the terms of and authorizing the County Mayor to execute a Data Access and Use Agreement (“Agreement”) between Miami-Dade County, through the Miami-Dade Police Department (“MDPD”), and the Partnership for Policing Innovation and Reform (“Policing Lab”), for the purpose of providing the Policing Lab with access to and use of pertinent MDPD records and data for the purpose of developing a future relationship between the parties wherein the Policing Lab may provide the MDPD with expert technical assistance, training, technology, and subject matter expertise; and authorizing the County Mayor to exercise the termination provision contained therein, execute amendments, provided that such amendments do not alter the term or purpose of the Agreement

Resolution No. R-978-23

The accompanying resolution was prepared by the Miami-Dade Police Department and placed on the agenda at the request of Prime Sponsor Community Safety, Security and Emergency Management.



Geri Bonzon-Keenan
County Attorney

GBK/ks

MDC001

Memorandum



Date: November 7, 2023

To: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

From: Daniella Levine Cava
Mayor 

Subject: Resolution Approving the Terms of and Authorizing the County Mayor or County Mayor's Designee to Execute a Data Access and Use Agreement with the Partnership for Policing Innovation and Reform

Executive Summary

This item seeks the authority to execute a Data Access and Use Agreement (Agreement) between Miami-Dade County (County), through the Miami-Dade Police Department (MDPD), and the Partnership for Policing Innovation and Reform (Policing Lab), that allows the Policing Lab to access and use pertinent MDPD records and data for the purpose of developing a future relationship between the parties wherein the Policing Lab may provide expert technical assistance, training, technology, and subject matter expertise to the MDPD. The Agreement will be effective upon signature by the parties, and will expire on January 6, 2025, unless terminated earlier.

Recommendation

It is recommended that the Board of County Commissioners (Board) approve the attached resolution authorizing the County Mayor or County Mayor's designee to execute the Agreement between the County, through the MDPD, and the Policing Lab, that allows the Policing Lab to access and use pertinent MDPD records and data for the purpose of developing a future relationship between the parties wherein the Policing Lab may provide expert technical assistance, training, technology, and subject matter expertise to the MDPD. It is further recommended that the Board authorize the County Mayor or County Mayor's designee to exercise the termination provision contained therein, execute amendments, provided that such amendments do not alter the term or purpose of the Agreement.

Scope

The impact of this item is Countywide.

Delegation of Authority

The County Mayor or County Mayor's designee is authorized to execute the Agreement with the Policing Lab, for the purpose described herein, for a term expiring on January 6, 2025, unless terminated earlier. The County Mayor or County Mayor's designee is further authorized to exercise the termination provision contained therein, and execute amendments to the Agreement, provided that such amendments do not alter the term or purpose of the Agreement.

Fiscal Impact/Funding Source

This item will not create a negative fiscal impact, as the Policing Lab will utilize grant dollars to fund any prescribed programs and/or technology for Miami-Dade County and the MDPD.

Track Record/Monitor

To ensure compliance, Interim Director Stephanie V. Daniels, of the MDPD, will track and monitor the implementation of the Agreement, as well as any future contracts with the Policing Lab.

Background

The Policing Lab assists law enforcement agencies with strategic optimization of their data and analytical capabilities by assembling and deploying teams that possess the expertise and perspective to address unique needs of a law enforcement agency. The Policing Lab focuses on opportunities to improve a law enforcement agency's ability to share information, perform tactical and strategic analysis, increase operational effectiveness, and improve investigative functions. Moreover, the Policing Lab has fostered a unique working relationship with the University of Chicago's Crime Lab that allows the Policing Lab to leverage resources and expertise with one of the leading research institutions in the world. Through this relationship, the Policing Lab is able to interpret observed phenomena, as well as test the efficacy of pilot programs, and then use that information to scale solutions in both urban and suburban communities. The Policing Lab approaches law enforcement agency support with a holistic and strategic application of ideas that have been proven to be effective. The Policing Lab has worked with law enforcement agencies in Miami, Philadelphia, Baltimore, Chicago, and Los Angeles to enable policing innovation through diverse, specialized, and evidence-based methods.



JD Patterson
Interim Chief of Public Safety



MEMORANDUM

(Revised)

TO: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: November 7, 2023

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(I)(2)

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)(2)
11-7-23

RESOLUTION NO. R-978-23

RESOLUTION APPROVING THE TERMS OF AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE A DATA ACCESS AND USE AGREEMENT ("AGREEMENT") BETWEEN MIAMI-DADE COUNTY, THROUGH THE MIAMI-DADE POLICE DEPARTMENT ("MDPD"), AND THE PARTNERSHIP FOR POLICING INNOVATION AND REFORM ("POLICING LAB"), FOR THE PURPOSE OF PROVIDING THE POLICING LAB WITH ACCESS TO AND USE OF PERTINENT MDPD RECORDS AND DATA FOR THE PURPOSE OF DEVELOPING A FUTURE RELATIONSHIP BETWEEN THE PARTIES WHEREIN THE POLICING LAB MAY PROVIDE THE MDPD WITH EXPERT TECHNICAL ASSISTANCE, TRAINING, TECHNOLOGY, AND SUBJECT MATTER EXPERTISE; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE THE TERMINATION PROVISION CONTAINED THEREIN, AND EXECUTE AMENDMENTS, PROVIDED THAT SUCH AMENDMENTS DO NOT ALTER THE TERM OR 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 Access and Use Agreement (Agreement) attached hereto as Exhibit A and incorporated herein between Miami-Dade County (County), through the Miami-Dade Police Department (MDPD), and the Partnership for Policing Innovation and Reform (Policing Lab), providing the Policing Lab with access to and use of pertinent MDPD records and data for the purpose of developing a future relationship between the parties wherein the Policing Lab may provide the MDPD with expert technical assistance, training, technology, and subject matter expertise.

Section 2. Authorizes the County Mayor or County Mayor's designee to execute the Agreement, in substantially the form attached hereto and labeled as Exhibit A, between the County, through the MDPD, and the Policing Lab, for a term expiring on January 6, 2025, unless terminated earlier.

Section 3. Authorizes the County Mayor or County Mayor's designee to exercise the termination provision contained therein, and to execute amendments, provided that such amendments do not alter the term or the purpose of the Agreement.

The foregoing resolution was offered by Commissioner **Juan Carlos Bermudez** , who moved its adoption. The motion was seconded by Commissioner **Anthony Rodriguez** and upon being put to a vote, the vote was as follows:

	Oliver G. Gilbert, III, Chairman	absent	
	Anthony Rodríguez, Vice Chairman	aye	
Marleine Bastien	absent	Juan Carlos Bermudez	aye
Kevin Marino Cabrera	aye	Sen. René García	aye
Roberto J. Gonzalez	absent	Keon Hardemon	aye
Danielle Cohen Higgins	aye	Eileen Higgins	absent
Kionne L. McGhee	absent	Raquel A. Regalado	absent
Micky Steinberg	aye		

The Chairperson thereupon declared this resolution duly passed and adopted this 7th day of November, 2023. 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

JUAN FERNANDEZ-BARQUIN, CLERK

By: Basia Pruna
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

A handwritten signature in black ink, appearing to read "AVZ", is written over a horizontal line.

Anita Viciano Zapata

DATA ACCESS AND USE AGREEMENT**BETWEEN****MIAMI-DADE COUNTY****AND****THE PARTNERSHIP FOR POLICING INNOVATION AND REFORM**

This Data Access and Use Agreement ("Agreement"), effective as of the date of final signature below ("Effective Date"), is made by and between the Miami-Dade County ("County"), by and through the Miami-Dade Police Department ("MDPD"), and The Partnership For Policing Innovation And Reform ("the Policing Lab"), an independent non-profit 501(c)(3) charitable organization incorporated in the State of Florida and headquartered in Miami, Florida, (individually, a "Party", and together, the "Parties").

- I. **PURPOSE AND USE.** The purpose of this Agreement is to authorize and facilitate access to and use of pertinent data and records from the MDPD to the Policing Lab for the purpose of developing a future relationship between the Parties wherein the Policing Lab may provide expert technical assistance, training, technology, and subject matter expertise to the MDPD (the "Relationship").
- II. **TERM OF AGREEMENT.** This Agreement shall take effect on the date last signed by the Parties and shall expire on January 6, 2025, unless terminated sooner.
- III. **AMENDMENTS AND CHANGES.** This Agreement fully incorporates and reflects all prior negotiations, interpretations, agreements, and understandings between the Parties concerning the subject matter of this Agreement and is a full and complete expression of their agreement concerning data access and use. Excluding changes to Agreement Liaisons under Section XIII, which may be done informally, any change, alteration, deletion, or addition to the terms set forth in this Agreement must be done by written amendment executed by authorized representatives of the Parties.
- IV. **DATA SHARING, USE AND PROTECTION.**
 - A. **Data Sharing and Ownership.** MDPD data shall be made available to the Policing Lab and its agents upon the effective date of this Agreement, or as soon as technically feasible thereafter. The County is and shall remain the sole owner of MDPD data and retains the right to use such data for any other purposes.
 - B. **Data Use.** The MDPD shall allow the Policing Lab access to MDPD data and any accompanying information related to the Relationship and the relevant metrics and information, subject to the following conditions:
 1. 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 Policing Lab for review. The Policing Lab shall agree to abide by and use the MDPD data in accordance with the MDPD Rules.
 2. The Policing Lab 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.

3. The Policing Lab shall 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.** The Policing Lab shall ensure that any collected or downloaded MDPD data will be afforded the same physical, technical, and security safeguards and protections required according to MDPD Rules. The Policing Lab further agrees to secure any data received from the MDPD in such a way that unauthorized persons or entities cannot retrieve the information by any means, including but not limited to access via computer, remote terminal, or by any other electronic or non-electronic means.

D. **Confidential, Exempt and Personally Identifiable Information (PII).** For purposes of this Agreement, confidential and exempt information shall have the same meaning as used in Florida Statutes Chapter 119, Public Records, and related Florida Statutes. “Personally Identifiable Information” or “PII” means information that can be used to identify, contact, or locate a specific individual (such as name, address, social security number, driver’s license number, taxpayer identification number, e-mail 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 the MDPD’s obligations under Section 4 (a) and (b) above, the Policing Lab recognizes that the MDPD data is law enforcement data and may be or otherwise contain confidential, exempt or PII, and that the disclosure of the MDPD data to unauthorized personnel may violate the law and/or hinder ongoing investigations or put innocent persons at risk.

1. The Policing Lab shall respect all controls and limitations placed upon the MDPD data under this Agreement.
2. The Policing Lab shall not copy, disseminate, or allow access to any confidential, exempt or PII.
3. The Policing Lab will minimize its use, querying, and storage of confidential, exempt or PII to only what is absolutely necessary for the sole purpose of assisting the MDPD in assessing, developing, implementing, and evaluating programs and strategies in the best interests of the County and the MDPD.
4. Any confidential, exempt or PII will be handled, stored, and destroyed in accordance with all applicable federal, state, and local laws and regulations.
5. The Policing Lab will report to the MDPD any unauthorized disclosures, breaches, or inadvertent releases of data or information promptly upon discovery.
6. The Policing Lab agrees to require an acknowledgement and agreement to the

terms of this Agreement by all Policing Lab's employees, contractors or other staff assigned to this project who have any access, direct or indirect, to MDPD systems, technology, and data.

7. The Policing Lab's obligation as a recipient of confidential, exempt and PII under this Agreement shall survive and continue for a period of three years following the expiration or earlier termination of this Agreement.

V. **Data Disposition.** Any and all PII data, including any and all copies whether electronic or paper, provided to, or retained by, the Policing Lab must be deleted or destroyed upon the conclusion of the Relationship, expiration or early termination of this Agreement, or at the direction of the MDPD, whichever comes first. The Policing Lab shall provide notice of such disposition to the MDPD.

A. Access to MDPD Data. The Parties acknowledge and agree that a fundamental component of this Agreement is authorizing the Policing Lab access to MDPD data. The MDPD reserves the right to decline any request for additional data but acknowledges any denial may impact the analysis and research being conducted under the Relationship.

B. Data Custodians. To accomplish the goals of this Agreement and the Relationship, the Policing Lab designates the following pre-approved Data Custodians:
Marjolijn Bruggeling

Each Data Custodian is an employee or agent of the Policing Lab. The Policing Lab shall ensure that:

1. MDPD data is accessible only to Authorized Users as defined below;
2. A record of all Authorized Users is maintained and available to MDPD;
3. Authorized Users receive access to the MDPD data only in conformity with this Agreement;
4. A record is maintained of all MDPD data requested and reviewed by the Data Custodians; and
5. MDPD data is disposed and notice provided in accordance with this Agreement.

C. Authorized Users. The Policing Lab shall disclose or otherwise provide MDPD data only to authorized users (as defined below) to carry out the purposes of this Agreement. In addition, the Policing Lab 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.

"Authorized Users" are individuals, as determined by the Policing Lab, whose services are determined to be necessary to fulfill the purposes of this Agreement and are under the direct supervision and control of the Policing Lab.

VI. SAFEGUARDS ON CONFIDENTIAL INFORMATION

- A. Use and Access.** The Policing Lab shall use data and information obtained pursuant to this Agreement only in the performance of its official duties in connection with the Relationship. The Policing Lab shall not use data and information obtained pursuant to this Agreement for any other purpose or in any other manner. The Policing Lab shall limit access to data and information obtained pursuant to this Agreement to only those authorized employees who have a recognized need for access to such data and information.
- B. Storage.** The Policing Lab shall store data and information obtained pursuant to this Agreement in a place physically and electronically secure from access, review, and retrieval, or dissemination by any unauthorized persons by any means. The Policing Lab shall not store such data or information on any portable media device (i.e., thumb drives, cell phones, laptops).
- C. Instructions.** The Policing Lab shall instruct all employees and agents with access to data and information transmitted obtained pursuant to this Agreement regarding the contents and restrictions outlined in this Agreement.
- D. Breach.** Should the Policing Lab experience a breach of security relating to data and information obtained pursuant to this Agreement, they shall immediately notify the MDPD following the determination that a breach occurred. Such notification shall include the suspected reason(s) or cause(s) of breach, if known.
- E. Retention and Destruction.** The Policing Lab shall retain data and information obtained pursuant to this Agreement for only such time as is reasonably deemed necessary to assist in the performance of official duties in connection with the Relationship. Once such data and information are no longer needed, the Policing Lab shall destroy all such data and information in its possession, including any duplicates, copies or other replication, and such destruction shall be conducted in a manner that prevents reconstruction, duplication, retrieval, or access to such data or information.
- VII. LIABILITY AND INDEMNIFICATION.** The Policing Lab agrees that the County and the MDPD, and any of its agents or employees, shall not be liable for any acts or omissions arising from the production of confidential information and/or PII by the Policing Lab pursuant to this Agreement. The Policing Lab shall indemnify and hold the County and the MDPD and its employees and officers harmless for any and all claims, lawsuits, causes of action, damages or costs incurred in any adjudication or settlement of claims, including attorney's fees and costs, which may arise from any alleged use or misuse of data, information or documents provided by the MDPD, or for which access has been granted by the MDPD, pursuant to this Agreement, or by any negligent or willful act or omission on the part of the Policing Lab.
- VIII. COSTS.** No payments of any kind between the Parties are contemplated under this Agreement.
- IX. TERMINATION.** Either Party may terminate this Agreement at any time, with or without cause, by giving prior written notice to the other Party.
- X. INTELLECTUAL PROPERTY.** Ownership of intellectual property that is created or developed in connection with this Agreement will vest as follows:

- A. Intellectual property created or developed by the Policing Lab will be owned by the Policing Lab.
- B. Intellectual property created or developed by the County will be owned by the County.
- C. Intellectual property created or developed through creative contributions of both Parties will be jointly owned by the Parties.

XI. AGREEMENT LIASIONS.

- A. For County/MDPD: _____
- B. For the Policing Lab: Marjolijn Bruggeling

XII. USE OF NAME OR RELATIONSHIP FOR PUBLICITY. Neither Party shall use the name of the other Party in any advertising or promotional material without written approval of the other.

XIII. COMPLIANCE WITH THE LAW. The Parties shall comply with all applicable federal, state, local laws and regulations and nothing in this Agreement shall be construed to require either Party to violate such provisions of the law, or subject either Party to liability for adhering to such provisions of the law.

XIV. GOVERNING LAW. This Agreement shall be governed by the laws of the State of Florida.

XV. INDEPENDANT CONTRACTOR. The Policing Lab shall be deemed to be and shall be an independent contractor and, as such, the Policing Lab shall not be entitled to any benefits applicable to employees of the County. Neither Party is authorized or empowered to act as an agent for the other for any purpose and shall not, on behalf of the other, enter any contract, warranty, or representation as to any matter. Neither shall be bound by the acts or conduct of the other.

XVI. ASSIGNABILITY. Neither Party shall assign any of the obligations or benefits of this Agreement.

XVII. PUBLICATION OF RESULTS.

- A. MDPD data and information shall at all times remain the property of the County and the Policing Lab shall not use, reproduce, disseminate, adapt, or transmit in any form or by any means such documents or any part thereof or permit the same to be so used, reproduced, disseminated, adapted, or transmitted as stated or published other than for the intended purposes in this Agreement.
- B. The Policing Lab will not publish any report with the County and/or the MDPD data or evaluation of this Relationship until such final report has been approved by the County and the MDPD.

XVIII. MISCELLANEOUS.

- A. **Entire Agreement.** This Agreement constitutes the entire agreement with

respect to the subject matter hereof, supersedes all prior negotiations and agreements regarding the arrangements contemplated herein, and may only be modified by the written mutual agreement of the Parties.

- B. If the Parties desire to pursue the Relationship, the Parties will execute a separate written agreement to govern such arrangement. Nothing in this Agreement shall serve as a waiver the County's obligation to comply with all rules and policies relating to the procurement of goods and/or services.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date last written below.

THE PARTNERSHIP FOR POLICING INNOVATION AND REFORM:

Marjolijn Bruggeling
MARJOLIJN BRUGGELING
DIRECTOR

Date: May 3, 2023

MIAMI-DADE COUNTY:

DANIELLA LEVINE CAVA
MAYOR

Date: _____

MIAMI-DADE POLICE DEPARTMENT:

ALFREDO "FREDDY" RAMIREZ III
DIRECTOR

Date: _____