

MEMORANDUM

Agenda Item No. 8(I)(2)

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

DATE: May 7, 2024

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution approving the terms of and authorizing the County Mayor to execute a Master Data Use Agreement and task orders between Miami-Dade County, by and through the Miami-Dade Police Department, and the University of Chicago ("University"), on behalf of its Crime Lab, for the purpose of sharing specified MDPD data in exchange for the Crime Lab's technical assistance, for a term beginning upon signature by all parties and expiring on January 6, 2025, unless terminated sooner; further authorizing the County Mayor to execute future task orders with the University of Chicago's Crime Lab, and to exercise the provisions contained therein

Resolution No. R-383-24

The accompanying resolution was prepared by the Miami-Dade Police Department and placed on the agenda at the request of Prime Sponsor Commissioner Juan Carlos Bermudez.



Geri Bonzon-Keenan
County Attorney

GBK/jp

MDC001

Memorandum



Date: May 7, 2024

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

From: Daniella Levine Cava 
Mayor

Subject: Resolution Approving the Terms and Authorizing the Execution of a Master Data Use Agreement and Task Orders Between Miami-Dade County and the University of Chicago's Crime Lab

Executive Summary

This item seeks the approval of terms and the authority to execute a Master Data Use Agreement (Agreement), and Task Orders between Miami-Dade County (County), through the Miami-Dade Police Department (MDPD), and the University of Chicago, on behalf of its Crime Lab. The purpose of the Agreement, attached to the resolution and labeled as Exhibit A, is to allow the MDPD to share its specified data with the Crime Lab in exchange for technical assistance, the terms of which are memorialized in Task Orders attached to the resolution and labeled as Exhibit B and C.

Task Order #1 outlines the purpose of the Crime Lab's Policing Leadership Academy (PLA), and the specific MDPD data requested by the Crime Lab to assist in measuring the effectiveness of the Crime Lab's PLA. The PLA aims to improve police effectiveness in preventing violent crime, managing employees, and building relationships with the community by training mid-level managers (e.g., commanding officers of districts) to become strong leaders. The PLA offers a multi-disciplinary curriculum that spans six months.

Task Order #2 outlines the Crime Lab's intent to evaluate the effectiveness of the Miami-Dade Public Safety Training Institute & Research Center's (MDPSTIRC) Phase II Training. Phase II Training refers to the portion of the MDPSTIRC's Basic Law Enforcement Academy that is not mandated by the Florida Department of Law Enforcement and occurs over a four-to-six-month period after the completion of the FDLE-mandated training. More specifically, Phase II Training provides officers with additional training on how to approach situations that law enforcement officers are likely to encounter in the field. Phase II Training is highly tactical and pragmatic and provides officers with the necessary tools to process information and make decisions that maximize the chances that encounters with the community are resolved peacefully. Task Order #2 governs the terms of the Crime Lab's evaluation of Phase II Training, and the specific data requested to do so.

Recommendation

It is recommended that the Miami-Dade Board of County Commissioners (Board) approve the attached resolution authorizing the execution of the Agreement and Task Orders between the County, through the MDPD, and the University of Chicago's Crime Lab, allowing the MDPD to share its data with the Crime Lab in exchange for technical assistance as memorialized in the Task Orders, for a term beginning upon signature by all parties, and expiring on January 6, 2025,

unless terminated earlier. It is further recommended that the Board authorize the County Mayor or County Mayor's designee to execute future Task Orders, and exercise the provisions contained in the Agreement and Task Orders.

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 and Task Orders, attached to the resolution, and labeled as Exhibit A, Exhibit B, and Exhibit C, between the County, through the MDPD, and the University of Chicago, on behalf of its Crime Lab, for the purposes described herein. The County Mayor or County Mayor's designee is further authorized to exercise the provisions contained therein, and to execute any future Task Orders, after a review for legal sufficiency by the County Attorney's Office.

Fiscal Impact/Funding Source

The University of Chicago has agreed to provide technical assistance at no cost to the County. As such, this item will not create a negative fiscal impact.

Track Record/Monitor

Major Yolanda Jacinthe, of the MDPSTIRC, shall track and monitor the implementation of the Agreement and Task Orders.

Background

The Crime Lab was founded in 2008, in response to articles detailing how many school-aged children were being shot and killed in Chicago and the tragic shooting of a University of Chicago doctoral student. A group of economists and gun violence prevention experts were spurred to leverage the research capacity of the University of Chicago to make Chicago and cities across the country safer. Today, the Crime Lab works with national and local partners with offices in Chicago and New York (where the Crime Lab was invited to locate in 2015 by the New York City Mayor's Office). The Crime Lab works directly with police agencies and experts to evaluate interventions to improve officer training, strengthen department management, narrowly focus violence reduction efforts, and rebuild police-community relationships. Additionally, the Crime Lab conducts evaluations of community violence intervention programs and works to find ways to make them even more effective at reaching individuals at the greatest risk of falling victim to violence, providing the right supports to improve outcomes, and scaling those successes. The MDPD desires to leverage the Crime Lab's technical assistance to further reduce crime in the County.



James Reyes
Chief of Public Safety

Memorandum



Date: April 1, 2024

To: Eugene Love, Agenda Coordinator

From: 
Stephanie V. Daniels, Director
Miami-Dade Police Department

Subject: Request to Process Late Departmental Agenda Item

We are requesting that the Miami-Dade Police Department's (MDPD) Resolution Approving the Terms and Authorizing the County Mayor or County Mayor's Designee to Execute a Master Data Use Agreement and Task Orders Between Miami-Dade County, by and Through the MDPD, and the University of Chicago ("University"), on Behalf of its Crime Lab, for the Purpose of Sharing Specified MDPD Data in Exchange for the Crime Lab's Technical Assistance, for a Term Beginning Upon Signature by All Parties and Expiring on January 6, 2025, Unless Terminated Sooner; Further Authorizing the County Mayor or County Mayor's Designee to Execute Future Task Orders with the University of Chicago's Crime Lab, and to Exercise the Provisions Contained Therein be placed on the agenda for the April 2024 Committee Cycle.

Although this item met the noticed deadline of March 6, 2024, it was provided to the Office of Agenda Coordination beyond the March 20, 2024, deadline. This item is time sensitive because it delays the University of Chicago's research process and subsequent technical assistance to be provided to the MDPD. This partnership has the potential to improve public safety throughout the County. As such, both parties desire to have the research process begin as soon as possible.



Approved by Mayor or Mayor's Designee, Signature



James Reyes

Print Name

Approved by Policy Director or Designee, Signature

Print Name

cc: Geri Bonzon-Keenan, County Attorney
CAOagenda@miamidade.gov



MEMORANDUM

(Revised)

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

DATE: May 7, 2024

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)
5-7-24

RESOLUTION NO. R-383-24

RESOLUTION APPROVING THE TERMS OF AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE A MASTER DATA USE AGREEMENT AND TASK ORDERS BETWEEN MIAMI-DADE COUNTY, BY AND THROUGH THE MIAMI-DADE POLICE DEPARTMENT, AND THE UNIVERSITY OF CHICAGO ("UNIVERSITY"), ON BEHALF OF ITS CRIME LAB, FOR THE PURPOSE OF SHARING SPECIFIED MDPD DATA IN EXCHANGE FOR THE CRIME LAB'S TECHNICAL ASSISTANCE, FOR A TERM BEGINNING UPON SIGNATURE BY ALL PARTIES AND EXPIRING ON JANUARY 6, 2025, UNLESS TERMINATED SOONER; FURTHER AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE FUTURE TASK ORDERS WITH THE UNIVERSITY OF CHICAGO'S CRIME LAB, AND TO EXERCISE THE PROVISIONS CONTAINED THEREIN

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 terms of the Master Data Use Agreement (Agreement) substantially in the form attached hereto as Exhibit A and incorporated herein between Miami-Dade County (County), through the Miami-Dade Police Department (MDPD), and the University of Chicago (University), on behalf of its Crime Lab, for the purpose of sharing MDPD's data with the University's Crime Lab in exchange for technical assistance.

Section 2. Authorizes the County Mayor or County Mayor's designee to execute the Agreement, between the County, through the MDPD, and the University's Crime Lab, for a term beginning upon the signature by all parties, and expiring on January 6, 2025, unless terminated earlier.

Section 3. Approves the terms of Task Order #1, attached hereto as Exhibit B and incorporated herein between the County, through the MDPD, and the University's Crime Lab.

Section 4. Authorizes the County Mayor or County Mayor's designee to execute Task Order #1.

Section 5. Approves the terms of Task Order #2, attached hereto as Exhibit C and incorporated herein between the County, through the MDPD, and the University's Crime Lab.

Section 6. Authorizes the County Mayor or County Mayor's designee to execute Task Order #2.

Section 7. Authorizes the County Mayor or County Mayor's designee to execute future Task Orders with the University's Crime Lab, subject to review and approval for legal sufficiency by the County Attorney's Office.

Section 8. Authorizes the County Mayor or County Mayor's designee to exercise the provisions contained in Exhibits A, B, and C.

The foregoing resolution was offered by Commissioner **Danielle Cohen Higgins** ,
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	aye		
Anthony Rodríguez, Vice Chairman	aye		
Marleine Bastien	aye	Juan Carlos Bermudez	aye
Kevin Marino Cabrera	aye	Sen. René García	aye
Roberto J. Gonzalez	aye	Keon Hardemon	aye
Danielle Cohen Higgins	aye	Eileen Higgins	aye
Kionne L. McGhee	aye	Raquel A. Regalado	aye
Micky Steinberg	aye		

The Chairperson thereupon declared this resolution duly passed and adopted this 7th day of May, 2024. 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 be "AV", written over a horizontal line.

Anita Viciano-Zapata



University of Chicago
Data Use Agreement

THIS MASTER DATA USE AGREEMENT ("Agreement") is between Miami-Dade County (hereinafter referred to as "County"), by and through the Miami-Dade Police Department (hereinafter referred to as "MDPD") and The University of Chicago (hereinafter referred to as "Recipient") on behalf of its Crime Lab. The County, the MDPD and Recipient may hereinafter be referred to individually as a "Party," and collectively as the "Parties." The effective date of this Agreement shall be the date of last signature (the "Effective Date").

WHEREAS, MDPD shall make copies of certain data, as set forth in Task Orders to be entered into by the Parties pursuant to this Agreement ("Data"), available to the Recipient for the purposes set forth herein; and

WHEREAS, it is contemplated that MDPD will make available such Data, as described in this Agreement and to be identified through the task order process identified herein, to Recipient for either of the two purposes described below; and

WHEREAS, the research and services contemplated by this Agreement will further the instructional and research objectives of Recipient in a manner consistent with its status as a non-profit, tax-exempt, educational institution; and

WHEREAS, the research and services contemplated by this Agreement shall further the goals and purposes of MDPD;

NOW, THEREFORE, the Parties hereto agree as follows:

1. **PURPOSE.** The purposes of sharing MDPD's Data with the Recipient under this Agreement are: (1) for the purpose of Recipient providing technical assistance services at no charge which may include, e.g., producing an analysis of the Data and reporting the results solely to MDPD, or (2) for the purpose of Recipient performing "research" as defined at 45 C.F.R. 46.102, which may result in academic publication, subject to the terms of this Agreement.
2. **DATA.** "Data" means the raw data disclosed by MDPD to Recipient pursuant to, or to facilitate Recipient's performance of, one or more Task Orders as set forth in such Task Order. Notwithstanding any other term or provision of this Agreement, Recipient will use and otherwise handle Data only as authorized under this Agreement. Recipient will only access and store Data outside of the MDPD's technical environment for the fulfillment of the Purpose as detailed in the corresponding Task Order. Recipient will also access Data via MDPD's Citrix system, only after each individual with data access has passed a background clearance check and completed CJIS Security Awareness Training. The MDPD will provide the Data at no cost. The Data shall not be further distributed by Recipient to others without MDPD's prior written consent.

Project collaborators defined as not employed by Recipient ("Collaborators") may be permitted to receive aggregated or deidentified versions of the Data to assist with analysis prior to publication under Article 5 of this Agreement if explicitly approved by the Data Owner within the Work Order. To be clear, such data aggregation or deidentification shall be done in a manner to prevent the Collaborators from re-identifying any individuals who might be the subject of the Data. The Data Owner has the right to approve or disapprove deidentified data access for proposed project collaborators as part of vetting and executing the associated Work Order.

3. **LIAISON.** Roseanna Ander, on behalf of Recipient, will serve as liaison to the MDPD and will supervise the research contemplated by this Agreement.



University of Chicago
Data Use Agreement

4. **TERM.** The Term commences on the Effective Date and shall expire on January 6, 2025.
5. **LICENSE TO USE DATA.** Subject to the terms and conditions of this Agreement, MDPD hereby grants to Recipient and Recipient Researchers the non-exclusive rights (i) to use the Data for research and related scholarly activities, including those listed in the Purposes; (ii) to use the Research Results, as defined below, in further research; and (iii) subject to Section 6, to publish, reproduce and/or use the Research Results and other products of the research in works such as (without limitation) academic journals, books, online publications, unpublished working papers, and reports, materials and information included in presentations for academic seminars, conferences and similar events relating to the Purposes provided that the Research Results do not include any Personally Identifiable Information as defined by the CJIS Security Policy 5.9.1 Section 4.3. Research Results will not include any PII "which can be used to distinguish or trace an individual's identity, such as name, social security number, or biometric records, alone or when combined with other personal or identifying information which is linked to linkable to a specific individual, such as date and place of birth, or mother's maiden name. Recipient shall own all Research Results created, generated, or derived from Data through activities performed pursuant to a Task Order ("Research Results"). For the avoidance of doubt, Research Results shall not be Data. MDPD shall retain ownership of any rights it may have in the Data.

Data may be used in the form of raw data and/or aggregated form. Data may be combined with other data sets.

Select Recipient Researchers will also be granted access to MDPD Data stored in MDPD's technical environment via their Citrix system, only after each individual with access has passed a background clearance check and completed CJIS Security Awareness Training. Access to MDPD Data via Citrix will be used solely for exploratory purposes to inform the development of subsequent Task Orders for Research, and technical assistance efforts to support MDPD's internal efforts. Access to Citrix will be limited to the following Recipient Researchers:

1. Dylan Fitzpatrick - djfitzpa@uchicago.edu
2. Martin Barron - barronm@uchicago.edu
3. Javier Lopez - jlopez75@uchicago.edu
4. Ted Jesus Chua - chuatedjesusc@uchicago.edu
5. Khoa Nguyen - khoa@uchicago.edu
6. Jacob Miller - jmilller26@uchicago.edu
7. Lucie Parker- laparker@uchicago.edu
8. Eddie Lin - tlin2@uchicago.edu
9. Justin Cox - jcox88@uchicago.edu
10. Reece McDevitt - rjmcdevitt@uchicago.edu
11. Stephy Riega Escalante - sriega@uchicago.edu

6. **INTELLECTUAL PROPERTY AND PUBLICATION.** Recipient and Recipient Researchers will be free to distribute and publish (i) Research Results and, (ii) unless otherwise agreed upon in writing in advance with respect to a specified Task Order in pursuant of technical assistance services to or for the benefit of the MDPD, publish on methodology, algorithms, and ideas used by Recipient in performing such Task Order, in works such as (without limitation) academic journals, books, and online publications, unpublished working papers, and reports, materials and information included



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in presentations for academic seminars and conferences, provided that the Recipient will not include Data in either such publication, except that the Recipient may include Deidentified Data.

Recipient agrees that prior to submission of a manuscript describing the results of the research for publication, Recipient shall allow the MDPD a thirty (30) day period in which to review each proposed publication in confidence, provided that the scope and purpose of such review will be limited to the identification of Data contained in the publication. MDPD shall be given the ability to verify Recipient's proposed analysis pertaining to MDPD's Data and provide any supplementary Data to correct any factual errors or otherwise remedy any discrepancy. If the Recipient refuses to revise the findings contained in its proposed publication, MDPD shall be given the opportunity to separately publish any supplementary analysis or explanation. At the end of the 30-day review period, Recipient and Recipient Researchers will have the right to publish, excluding Data. For the avoidance of doubt, once a work has been reviewed, the content may be disclosed in substantially the same form on multiple occasions without additional review by MDPD.

Recipient agrees to recognize the contribution of the MDPD in all written or oral public disclosures concerning Recipient's research using the Data, as appropriate in accordance with scholarly standards.

Recipient or Recipient Researchers, as the case may be under Recipient intellectual property policies, shall own the entire right, title and interest, including all patents, copyrights, and other intellectual property rights, in and to (i) all their Research Results and (ii) all Recipient Work Product, as defined below, conceived or developed in pursuant of the Purposes set forth in this Agreement and/or in a Task Order. Except as otherwise set forth in this Agreement, any and all copyrights, patents, trademarks, trade secrets, and other intellectual property developed by either Party shall at all times be and remain the property of the Party that developed the intellectual property.

All Data, and all copyrights in the Data (except as provided in this Section 6 herein) shall remain the property of the MDPD, subject to the right of Recipient to use the Data to perform the activities contemplated under each Task Order, including publication of any Research Results and/or Recipient Work Product, as subsequently defined. As between the Parties, all Research Results, deliverables, inventions, software, works of authorship, discoveries, materials, algorithms, ideas, methods, analysis, and other work product created pursuant to any Task Order and in pursuant of the Purposes ("Recipient Work Product"), and all copyright, patent, and other intellectual property rights therein, shall be the sole and exclusive property of Recipient. Recipient hereby grants to the MDPD a perpetual, irrevocable, worldwide, non-exclusive, royalty-free, fully paid-up license to make, have made, use, sell, offer for sale, import, export, copy, create derivative works of, distribute display, and otherwise utilize or exploit any services, data outputs, information, or other work product created, generated, or derived by the Recipient for the benefit of the Court and/or MDPD (collectively, "Deliverables").

7. **CONFIDENTIALITY.** Recipient (i) will protect the security of MDPD information and Data, (ii) will limit access to Data to authorized recipients as provided in Section 1 and the Task Orders; and (iii) except as otherwise set forth in this Agreement (including Section 7 herein) will not at any time during or after the term of this Agreement disclose Data to any other person or organization without first obtaining MDPD's prior written consent (except as otherwise required by Florida law in which case Recipient shall, unless otherwise prohibited by Florida law, notify MDPD prior to such disclosure). Recipient will report promptly to MDPD any disclosure of Data not provided for by this



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Data Use Agreement

Agreement of which it becomes aware. Recipient may only share and store Data in accordance with applicable law.

Notwithstanding anything else in this Agreement to the contrary, Recipient may not share any Data; provided, that Recipient may share Deidentified Data in accordance with the terms of Sections 5 and 6 or otherwise with written permission from the MDPD. If, pursuant to the terms of this Agreement, Recipient shares Data, Recipient will ensure that the recipients of the Data are also bound by substantially similar, but in no event less protective, confidentiality provisions to those in this Agreement.

Notwithstanding the foregoing, in no event is information Data if it (i) was lawfully in the possession of Recipient or Recipient Researchers before receipt from MDPD; (ii) is or becomes publicly available through no breach of this agreement; (iii) is received by Recipient or Recipient Researchers, without restriction as to further disclosure, from a third party having an apparent bona fide right to disclose the information to Recipient; or (iv) is independently developed by Recipient or Recipient Researchers without use of the Data.

When transmitting and storing MDPD Data, Recipient shall do the following:

- a) Protect the confidentiality of all Data pursuant to applicable state, federal and local laws;
- b) Use appropriate administrative, technical and physical safeguards designed to protect such Data from any unauthorized use, access, or disclosures not provided for in this Agreement. Ensure that the Data provided by MDPD will be kept in a secure location, and limit access to Data to Recipient Researchers.
- c) Not transmit, copy, or reproduce in any manner whatsoever the Data without the prior consent of MDPD, except as set forth in this Agreement.
- d) Adhere to internal Recipient security policies and procedures and other security measures as required when accessing Data or information within MDPD's physical or technical environments.

These obligations of confidentiality herein shall survive for five (5) years following termination or expiration of the applicable Task Order.

8. **NO REPRESENTATIONS AND WARRANTIES.** MDPD warrants that it has the right to disclose the Data to Recipient and Recipient Researchers. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, ALL DATA ARE PROVIDED "AS IS." MDPD MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, REGARDING THE DATA'S ACCURACY, COMPLETENESS OR USE. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

RECIPIENT AND RECIPIENT RESEARCHERS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND CONCERNING THE RESEARCH AND RESEARCH RESULTS AND DISCLAIM ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, ALL DELIVERABLES, RECIPIENT WORK PRODUCT, AND OTHER MATERIALS



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PROVIDED BY RECIPIENT TO THE COURT OR MDPD ARE PROVIDED "AS IS" AND WITHOUT ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF NON INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

9. **USE OF NAME.** Each party agrees that the name and other trademarks of the other party, its trustees, officers, agents and employees will not be used for advertising, product endorsement or purposes of advertising.
10. **TERMINATION.** Any Party may terminate this Agreement, in whole or in part, for any reason, with or without cause, upon thirty (30) days' prior written notice to the other Parties. MDPD may terminate this Agreement immediately if Recipient is determined to be in breach of this Agreement.

Upon termination or expiration of this Agreement, MDPD may instruct Recipient in writing to either destroy or return the Data to MDPD within a reasonable time limit, but not more than thirty (30) days from the date of notification, provided, however, that Recipient may retain one copy of the Data to the extent necessary to comply with the records retention requirements under any law or regulation and for the purposes of research integrity and verification.

11. **INDEMNIFICATION.** Each Party to this Agreement agrees to assume responsibility for the acts, omissions, or conduct of such Party's own employees while participating herein and pursuant to this Agreement, subject to the provisions of section 768.28, Florida Statutes, where applicable. "Assume Responsibility" shall mean incurring any and all costs associated with any suit, action, or claim for damages arising from the performance of this Agreement.
12. **COMPLIANCE WITH LAW.** MDPD and Recipient will perform under this Agreement in compliance with all requirements of all applicable Florida laws, rules and regulations, as well as all professional standards applicable to such research. The Parties shall cooperate with each other to facilitate compliance with these laws, regulations, and standards.
13. **NOTICES.** Any notice under this Agreement, excluding the actual provision of Data, may be delivered by electronic mail or by certified mail to the appropriate addresses listed in Exhibit B or to the most recent other contact information provided by the recipient (by means of notice complying with this paragraph).
14. **INDEPENDENT CONTRACTOR.** The Parties are independent contractors, and no Party shall be deemed to be an agent or employee of the other Party. No Party shall have authority to make any statements, representations, or commitments of any kind on behalf of the other Party, or to take any action which shall be binding on the other Party.
15. **NON-ASSIGNABILITY.** Neither party shall assign any of the obligations or benefits of this Agreement.
16. **MODIFICATION.** No modification or waiver of any provision of this Agreement or any Exhibit shall be valid unless in writing and executed by duly-authorized representatives of all Parties. A failure by one of the Parties to this Agreement to assert its rights hereunder shall not be deemed a waiver of such rights. No such failure or waiver in writing by any one of the Parties hereto with respect to any rights shall extend to or affect any subsequent breach or impair any right consequent thereon.



University of Chicago
Data Use Agreement

17. **SEVERABILITY.** If any provision of this Agreement is or becomes invalid or is ruled invalid by any court of competent jurisdiction or is deemed unenforceable, it is the intention of the parties that the remainder of this Agreement shall not be affected.
18. **COUNTERPARTS.** This Agreement may be executed in two or more counterparts, and by facsimile or electronic transmission, each of which will be deemed to be an original, but all of which together shall constitute one and the same instrument.
19. **ENTIRE AGREEMENT.** Unless otherwise specified, this Agreement and its Exhibits embody the entire understanding between the County, through the MDPD, and Recipient for the Purpose, and any prior or contemporaneous representations, either oral or written, are hereby superseded.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, MDPD and Recipient have executed this Agreement as of the Effective Date.

Recipient

DocuSigned by:

66ACC17C21E142C...

Jennifer A. Ponting
Associate VP for Research Administration
University of Chicago

DS

Alexandra S. Bernick, JD
Assistant Secretary of
Jennifer A. Ponting, JLI

14-Feb-2024

Date: _____

Miami-Dade County

Daniella Levine Cava, Mayor
Miami-Dade Police Department

Stephanie V. Daniels, Director
TITLE

Date: _____

Date: 3.6.24



The University of Chicago
Data Use Agreement



EXHIBIT A - TASK ORDER

TASK ORDER #_____

This Task Order is issued under the Master Data Use Agreement (the "Agreement") between Miami-Dade County, by and through the Miami-Dade Police Department ("MDPD"), and The University of Chicago ("Recipient") on behalf of its Crime Lab with an effective date _____. Together with the Agreement, this Task Order governs the conduct of the Research contemplated herein.

Purpose / Scope: _____

Data Requested: _____

Term: _____

Upon completion or termination of Task Order, Data shall be destroyed.

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

Recipient

Jennifer A. Ponting
Associate VP for Research Administration
University of Chicago

Date: _____

Miami-Dade County

Daniella Levine Cava, Mayor

Date: _____

Miami-Dade Police Department

Stephanie V. Daniels, Director

Date: _____ Date _____



The University of Chicago
Data Use Agreement



EXHIBIT B - NOTICES

	MDPD CONTACTS	RECIPIENT CONTACTS
Name: Address: Telephone: Email:	<u>Administrative Contact</u>	<u>Administrative Contact</u> Nicole Gillespie 33 N LaSalle, Suite 1600 Chicago, IL 60602 ngillespie@uchicago.edu
Name: Address: Telephone: Email:	<u>[OTHER]</u>	<u>Recipient Liaison</u> Roseanna Ander 33 N LaSalle, Suite 1600 Chicago, IL 60602 rander@uchicago.edu
Name: Address: Email:	<u>Authorized Official</u>	<u>Authorized Official</u> Jennifer A. Ponting Associate VP for Research Administration University Research Administration 6054 South Drexel Ave, Suite 200 Chicago, IL 60637 io-ura@lists.uchicago.edu



The University of Chicago
Data Use Agreement



TASK ORDER #1

This Task Order is issued under the Master Data Use Agreement (the "Agreement") between the Miami Dade Police Department ("MDPD") and The University of Chicago ("Recipient") on behalf of its Crime Lab with an effective date Feb 14, 2024. Together with the Agreement, this Task Order governs the conduct of the Research contemplated herein.

Purpose / Scope:

- The Policing Leadership Academy (PLA) aims to improve police effectiveness in preventing violent crime, managing their employees, and building relationships with the communities they serve by training mid-level managers (e.g., commanding officers of districts/precincts) to become stronger leaders. The PLA will offer a multidisciplinary curriculum that spans six months. Students will apply knowledge from the behavioral, organizational, and sociological sciences to become stronger leaders and advance effective and efficient evidence-based practices within their organizations, striving to identify the root causes of violence within the communities they serve.
- Measuring the effects of the PLA on policing operations within participating departments as well as the communities they serve will be critically important for demonstrating the value of investment in police leadership training at scale and over the long-term. The research team access to administrative data that will enable measurement of outcomes related to crime control, police legitimacy, and management practices. Additionally, the research team will be collecting qualitative data pertaining to participants participation in the Policing Leadership Academy.
- Additionally, the data owner approves the Crime Lab to provide VPN access to deidentified, nonconfidential information stored and secured in the Crime Lab environment to three academic affiliates from Cornell and University of Pennsylvania who are partnering with the Crime Lab on this project. No confidential or identified data will be accessed by individuals not employed by the University of Chicago Crime Lab, and no data will be transferred outside of the Crime Lab's secure environment.

Data Requested:

- Data on incidents of crime and police activity, 2018 - present - As itemized in 3 Tables Below
- Data on the organizational structure of the department, 2018 - present
 - o Geospatial files indicating precinct/district and beat boundaries, if available
 - o Data on assignments of division captains over time



Question 1: How does commander training at the PLA affect operations, management, and leadership practices?

Variable	Field-specific requirements
(1) Arrests by type (2) Discretionary stops – traffic and street, by type (3) Citations/ summonses by type (4) Arresting officer district of assignment	• Geospatial identifiers: where the event occurred (e.g., address, coordinates, district, etc.) • Arresting officer district assignment: if available and different from the district where the arrest occurred. • Time identifiers: when the event occurred • Variables that allow for linkage with other data sets (e.g., report number, incident number, arrestee ID, etc.) • Demographics of arrestees (age, race, gender, etc.) • Information on activity type, such as: • For arrests: FBI code, UCR code, statute, description, misdemeanor/felony indicator, and charge status; officer-initiated arrests vs. emergency call arrests (if available) • For stops, citations, and summons: reasons for the activities.

Question 2: How does commander training at the PLA affect public safety?

Variable	Field-specific requirements
(5) Crime reports by type (6) Calls for service by type (7) Geospatial files indicating district boundaries	• Geospatial identifiers: where the event occurred (e.g.: address, coordinates, district, etc.) • Time identifiers: when the event occurred (i.e., where and when a crime report, call for service occurred) • Variables that allow for linkage with other data sets (e.g., report number, incident number, arrestee ID, etc.) • Demographics of victims (age, race, gender, etc.) • Information on activity type, such as: ○ For crimes: ▪ Type categorization: FBI code, UCR code, statute, description, misdemeanor/felony indicator ▪ (If available) location categorization: outdoor/indoor, home, office, street, etc. ▪ (If available) clearance indicator (cleared by arrest, cleared by exceptional means) ○ For calls for service: source of call (i.e., civilian, officer-initiated)



	• Shapefiles containing district boundaries + information on whether those have changed in previous years. • Shooting and assault data (if maintained separately from general crime and victimization data).
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Question 3: How does commander training at the PLA affect trust and legitimacy in police within their communities?

Variable	Field-specific requirements
(8) Complaints by type (reports made by civilian towards one or several police officers) (9) Use of force reports by type (report indicating a use of force occurred during police-civilian interaction)	• Geospatial identifiers: where the event occurred (e.g.: address, coordinates, district, etc.) • Force-using officer district assignment: if available and different from the district where the use of force occurred. • Variables that allow for linkage with other data sets (e.g., report number, incident number, arrestee ID, etc.) • Time identifiers: ○ When the event occurred ○ When the event was reported • Information on activity type, such as: ○ For complaints: ▪ Disposition: open, unfounded, not sustained, sustained ▪ Sub-type of complaints ○ For uses of force: ▪ Sub-type of force: level, tactics, injuries (to subject or officer), hospitalization, disposition, etc.

Term

Upon execution of the Work Order, through the expiration of the Master Data Use Agreement.

Upon completion or termination of Task Order, Data shall be: Destroyed



The University of Chicago
Data Use Agreement



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

Recipient

DocuSigned by:


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Jennifer A. Ponting
Associate VP for Research Administration
University of Chicago

DS

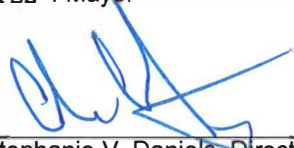

Associate VP for Research Administration
Jennifer A. Ponting DS

Date: 08-Feb-2024

Miami-Dade County

NAME: Daniella Levine Cava
TITLE: Mayor

Date: _____


Stephanie V. Daniels, Director
Miami-Dade Police Department

Date: 3.6.24

ATTEST: Juan Fernandez-Barquin
Clerk of the Court and Comptroller

By: _____

Print Name: _____

Date: _____

AS TO FORM AND LEGAL SUFFICIENCY:

Anita Viciano Zapata
Assistant County Attorney
Miami-Dade County, Florida



The University of Chicago
Data Use Agreement



TASK ORDER #2 PHASE II TRAINING

This Task Order is issued under the Master Data Use Agreement (the "Agreement") between the Miami-Dade Police Department ("MDPD") and The University of Chicago ("Recipient") on behalf of its Crime Lab with an effective date _____. Together with the Agreement, this Task Order governs the conduct of the Research contemplated herein.

Purpose / Scope

The Miami-Dade Public Safety Training Institute and Research Center (MDPSTIRC) provides recruits of the Miami-Dade Police Department (MDPD) with both training mandated by the Florida Department of Law Enforcement (FDLE) and additional training specific to MDPD (hereafter, "Phase II training"). The Phase II training, which occurs over approximately four months after the completion of FDLE-mandated training, provides officers with additional training on how to approach situations that they are likely to encounter on the job. The training is highly tactical and pragmatic and provides officers with the tools to process information and make decisions that maximize the chances that encounters with suspects are resolved peacefully.

Since the Phase II training was introduced, all new MDPD recruits have been required to complete it. In addition, many existing MDPD officers who had previously completed their academy training, including Field Training Officers (FTOs), have voluntarily completed the Phase II training. Following the adoption of the Phase II training, the rate at which MDPD officers use force has reportedly declined significantly.

We, a team of policing researchers at the University of Pennsylvania and Cornell University, propose to study the impact of the Phase II training. Specifically, we hope to learn the effect of the training on the likelihood that an officer uses force—both force that is inside and outside of department policy—sustains an injury, receives a complaint, or makes an arrest during an encounter with a civilian. To do so, we plan to conduct several types of analyses designed to isolate and measure the impact of the Phase II training.

Officer-level analyses

Using administrative data collected by MDPD, we will observe whether officers who were subject to the Phase II training tended to resolve incidents differently after the training, as compared to officers who did not yet receive the Phase II training. These analyses will focus on the period during which the Phase II training was being introduced and therefore a substantial share of MDPD officers had yet to receive it.

Officers who received the Phase II training as of a given date and those who had not, or the incidents in which the two types of officers are involved, may differ along many different dimensions. As a result, a simple comparison of outcome rates between officers who had and had not received the Phase II training might be contaminated by these other differences. We propose two specific types of analyses that are likely to avoid this problem:

1. Comparing outcome among incidents in which the officers involved attended adjacent academy classes, where the more recent class had received the Phase II training while the less recent class had not.
2. Comparing outcome rates of incidents in which officers were dispatched to respond to a call for service based on their proximity to an incident's location, where some officers dispatched had received the Phase II training while others had not.



A related analysis considers the impact of the Phase II training on officers depending upon whether they were assigned to an FTO who had previously completed the Phase II training or one who did not. After the Phase II training was introduced and was received by all new academy graduates, some of the FTOs to whom these trainees were assigned had themselves received the Phase II training ("trained FTOs") while others had not ("untrained FTOs"). If trained FTOs were more likely to reinforce the lessons of the Phase II training with their trainees, then we might expect the impact of the Phase II training to be greater for trainees paired with them. We propose to compare outcomes rates during an incident between officers who had and had not been assigned to trained FTOs.

Agency-level analysis

To complement the officer-level analyses, we also propose to compare rates of outcomes like use of force between MDPD and other Florida police agencies, before and after the introduction of the Phase II training, using data state-wide data.

Data Requested:

The proposed research will begin with an assessment of MDPD databases and other information resources available to evaluate the impact of the Phase II training on officer behavior and incident outcomes. It is anticipated that the required data will need to be collected from multiple databases.

A general description of the data needed is provided here.

- Incident-level (e.g., arrest or stop) records containing identifiers for the MDPD officers involved; whether the incident resulted in an officer using force or sustaining an injury; and basic details of the incident itself (e.g., time, location). **Note that officer identifiers need not contain an officer's actual name or other identifying information; they are only needed to link across incidents that involve the same officer.**
- Data on whether and, if so, when each MDPD officer received Phase II training along with basic demographic data (e.g., an officer's rank and date of hire).

These data would ideally be available starting several years prior to the introduction of the Phase II training and continue into the period after its introduction.

- FDLE data on agency-level outcomes like rates of use of force, before and after the introduction of the MDPD Phase II training. We understand that these data would need to be procured from the FDLE.

Term:

Upon execution of the Work Order, through the expiration of the Master Data Use Agreement.

Upon completion or termination of Task Order, Data shall be destroyed.



The University of Chicago
Data Use Agreement



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

Recipient

DocuSigned by:

alida

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DS

alida
Jennifer A. Ponting, D
Associate VP for Research Administration
University of Chicago

Date: 19-Feb-2024

Jennifer A. Ponting
Associate VP for Research Administration
University of Chicago

Miami-Dade County

Daniella Levine Cava, Mayor

Date _____

[Signature]
Stephanie V. Daniels, Director
Miami-Dade Police Department

Date 3-2-24

ATTEST: Juan Fernandez-Barquin
Clerk of the Court and Comptroller

By: _____

Print Name: _____

Date: _____

AS TO FORM AND LEGAL SUFFICIENCY:

Anita Viciano Zapata
Assistant County Attorney
Miami-Dade County, Florida

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