



## RESEARCH AGREEMENT

### FOR RESEARCH PERTAINING TO THE RELEASE OF CRIMINAL HISTORY RECORD INFORMATION OR ANY OTHER RECORDS OR DATA FOR EVALUATIVE OR STATISTICAL PURPOSES

#### TITLE OF PROJECT: POLICE PROACTIVITY LAB AND PATROL TIME STUDY

This Agreement is made and entered into by and between the City of Seattle Police, through its Police Department (known as the Department), as represented by the Chief of Police, Carmen Best; and George Mason University, an educational institution and agency of the Commonwealth of Virginia, authorized to conduct research in the State of Washington and the City of Seattle ("Researcher").

Dr. Cynthia Lum, PhD  
4400 University Dr MS 6D12  
Fairfax, VA 22030  
Email: clum@gmu.edu

## 1. SCOPE OF WORK AND

### Scope of Work

The Researcher agrees to use the records and access provided pursuant to this Agreement only for the express research, evaluative or statistical purposes of this Agreement, specifically:

*See Attached*

Researcher may propose changes to the purposes or objectives of this evaluation, including the manner in which information will be used, but must receive the Department's prior written agreement before implementing any such changes.

No other use or purpose is authorized by the Department.

### Term of Agreement

The term of this Agreement shall commence on date of execution, and will remain in effect until February 18, 2020 or terminated pursuant to paragraph 13 Termination.

## 2. ACCESS TO SPD DATA AND RECORDS

The Department agrees to provide Researcher access and information only as follows. The parties anticipate that a need for access, data or information not mentioned below may appear as the research continues. Researcher may from time to time request such additional data, access or information in writing and this Agreement may be modified as described below to permit the Department to provide such additional data, access or information.

## 3. RESEARCHER SPECIAL CONDITIONS

For purposes of this Agreement, the Researcher shall:

- A. Use information/data specified in this Agreement only for the research, evaluative or statistical purposes described in the written research plan attached as Exhibit A, and for no other purpose;
- B. Limit access to information/data specified in this Agreement to only the Researcher and to Researcher employees whose responsibilities are to the research project cannot be accomplished without such access, and

who have been advised of and agreed to comply with the provisions of this Agreement and, as applicable, of 28 CFR Part 22;

- C. Secure all information/data specified in this Agreement in locked containers;
- D. Replace the name, address or any other personal identifier of any record with an alpha-numeric or other appropriate code;
- E. Immediately notify SPD, in writing, of any proposed changes in the purposes or objectives of its research, including the manner in which the data specified in this Agreement will be used;
- F. Safeguard all electronic forms of specified data/information to prevent unauthorized persons from accessing files; and
- G. Provide SPD a copy of all published or unpublished reports resulting from the research performed under this Agreement, and if published at least 30 days prior to publication.

For purposes of this Agreement, the Researcher shall not:

- A. Disclose any information/data in any form or format that would serve to identify an individual in any project report, or in any manner whatsoever, except as pursuant to 28 CFR Part 22.24 (a) (b) and (c), or as provided at Section 9.2;
- B. Make copies of any information/data specified in this Agreement, except as clearly necessary for use by Researcher employees to accomplish the purposes of the research;
- C. Make copies of information/data specified in this Agreement pertaining to criminal history record information or any other criminal justice records, except as absolutely necessary for reasons involving record access or volume.

#### **4. ASSIGNMENT AND SUBCONTRACTING**

The Researcher shall not assign or subcontract any tasks associated with this Agreement without the express, written approval of SPD. In the event that subcontracting is necessary and approved for purposes of the research, the Researcher shall not disclose any information without first notifying SPD and securing Subcontractor written acknowledgement of compliance with the terms of this Agreement

#### **5. CONFIDENTIALITY OF RECORDS AND NOTICE OF LOSS OR BREACH**

Only the Researcher or an authorized representative of the Researcher, who has signed a Nondisclosure Agreement may have access to the information provided under this Agreement. Researcher, including all authorized representatives, agrees to safeguard all information received under this Agreement as described herein.

Researcher agrees to verify whether or not IRB approval is required for this research, and to advise the Department in writing in advance of receiving any information under this Agreement if such approval has been granted or is not required. If an IRB is required, its disposition of data requirements must be consistent with those in this Agreement and to the extent they are more permissive the requirements of this Agreement take precedence. Researcher also agrees to provide the Department with a copy of a final IRB approval within 14 days of approval.

Researcher warrants full knowledge of and compliance with all applicable legal and administrative requirements relating to the use and confidentiality of information that may be provided under this Agreement, and administrative requirements of the Researchers organization, including but not limited to:

- 1) The provisions of 28 CFR, Part 22 Confidentiality of Identifiable Research and Statistical Information, including provisions for Information Transfer Agreement in Part 22.24 (C) and for Sanctions in Part 22.29 thereof,
- 2) Keeping and Release of Records by Juvenile Justice or Care Agencies.
  - a. (1) Conviction records may be disseminated without restriction.
  - b. (2) Any criminal history record information which pertains to an incident that occurred within the last twelve months for which a person is currently being processed by the criminal justice system, including the entire period of correctional supervision extending through final discharge from parole, when applicable, may be disseminated without restriction.
  - c. (3) Criminal history record information which includes nonconviction data may be disseminated by a criminal justice agency to another criminal justice agency for any purpose associated with the administration of criminal justice, or in connection with the employment of the subject of the record by a criminal justice or juvenile justice agency. A criminal justice agency may respond to any inquiry from another criminal justice agency without any obligation to ascertain the purpose for which the information is to be used by the agency making the inquiry.
  - d. (4) Criminal history record information which includes nonconviction data may be disseminated by a criminal justice agency to implement a statute, ordinance, executive order, or a court rule, decision, or order which expressly refers to records of arrest, charges, or allegations of criminal conduct or other nonconviction data and authorizes or directs that it be available or accessible for a specific purpose.
  - e. (5) Criminal history record information which includes nonconviction data may be disseminated to individuals and agencies pursuant to a contract with a criminal justice agency to provide services related to the administration of criminal justice. Such contract must specifically authorize access to criminal history record information, but need not specifically state that access to nonconviction data is included. The agreement must limit the use of the criminal history record information to stated purposes and insure the confidentiality and security of the information consistent with state law and any applicable federal statutes and regulations.
  - f. (6) Criminal history record information which includes nonconviction data may be disseminated to individuals and agencies for the express purpose of research, evaluative, or statistical activities pursuant to an agreement with a criminal justice agency. Such agreement must authorize the access to nonconviction data, limit the use of that information which identifies specific individuals to research, evaluative, or statistical purposes, and contain provisions giving notice to the person or organization to which the records are disseminated that the use of information obtained therefrom and further dissemination of such information are subject to the provisions of this chapter and applicable federal statutes and regulations, which shall be cited with express reference to the penalties provided for a violation thereof.
  - g. (7) Every criminal justice agency that maintains and disseminates criminal history record information must maintain information pertaining to every dissemination of criminal history record information except a dissemination to the effect that the agency has no record concerning an individual. Information pertaining to disseminations shall include:
    - h. (a) An indication of to whom (agency or person) criminal history record information was disseminated;
    - i. (b) The date on which the information was disseminated;

- j. (c) The individual to whom the information relates; and
  - k. (d) A brief description of the information disseminated.
  - l. The information pertaining to dissemination required to be maintained shall be retained for a period of not less than one year.
- 3) The court may permit inspection of records by, or release of information to, any clinic, hospital, or agency which has the subject person under care or treatment. The court may also permit inspection by or release to individuals or agencies, including juvenile justice advisory committees of county law and justice councils, engaged in legitimate research for educational, scientific, or public purposes. Each person granted permission to inspect juvenile justice or care agency records for research purposes shall present a notarized statement to the court stating that the names of juveniles and parents will remain confidential
- 4) Disclosure by Research Professional
  - a. No research professional who has established an individually identifiable research record from personal record information, or who has established a research record from data or information voluntarily provided by an agency client or employee under a written confidentiality assurance for the explicit purpose of research, may disclose such a record in individually identifiable form unless:
  - b. (1) The person to whom the research record pertains or the person's legally authorized representative has given prior informed written consent for the disclosure; or
  - c. (2) The research professional reasonably believes that disclosure will prevent or minimize injury to a person and the disclosure is limited to information necessary to protect the person who has been or may be injured, and the research professional reports the disclosure only to the person involved or the person's guardian, the person's physician, and the agency; or
  - d. (3)(a) The research record is disclosed in individually identifiable form for the purposes of auditing or evaluating a research program; and
  - e. (b) The audit or evaluation is authorized or required by federal or state law or regulation or is based upon an explicit provision in a research contract, grant, or other written research agreement; and
  - f. (c) No subsequent disclosure of the research record in individually identifiable form will be made by the auditor or evaluator except as provided in this section; or
  - g. (4) The research record is furnished in compliance with a search warrant or court order: PROVIDED, That:
  - h. (a) The court issues the search warrant or judicial subpoena concerning the research record solely for the purpose of facilitating inquiry into an alleged violation of law by the research professional using the record for a research purpose or by the agency; and
  - i. (b) Any research record obtained pursuant to (a) of this subsection and any information directly or indirectly derived from the research record shall remain confidential to the extent possible and shall not be used as evidence in an administrative, judicial, or legislative proceeding except against the research professional using the record for a research purpose or against the state agency.
- 5) Researchers organization internal standards for and human subjects research oversight;
- 6) All relevant U.S. Department of Health; and Human Services guidelines relating to the governing the protection of human subjects in research including but not limited to the regulations in 45 CFR 46; and
- 7) The Health Information Privacy Act (HIPPA) to the extent it may apply.

All information and/or data received pursuant to this Agreement shall be stored in locked containers and/or password protected locations. All electronic data, particularly that on any laptop or removable storage media, shall be protected by encryption to the standard required by the Researchers organization for the handling and storage of human subjects data.

Researcher shall notify the Department in writing of any loss of any copy (electronic or physical) of any information provided, or any attempted unauthorized access to systems containing the information whether or not access or loss resulted.

Researcher may not publish or in any other manner publically refer to any Department employee by name, serial number or in any other manner that permits their identity to be determined.

Researcher may not publish or in any other manner publically refer to any other person whose identity, address, birthdate or any other personally identifying information may be intentionally or accidentally included in information provided by the Department. Researcher will immediately notify the Department if Researcher receives individually identifiable personal information the release of which is not specifically contemplated by this Agreement.

## **6. REPORTS, PUBLICATIONS, AND PUBLICITY**

The Researcher agrees to provide updates and progress reports by way of a written report provided to SPD every 6 months unless otherwise requested.

Researcher agrees to provide SPD a copy of all published or unpublished reports resulting from the evaluation performed under this Agreement within 30 days of completion of such report or evaluation.

Researcher is free to publish, in any academic or professional journal, the results of their research. Such publication is subject to the confidentiality provisions of this Agreement. Researcher shall give the Department at least 30 days written notice prior to submitting their findings for such publication in order to allow the Department an opportunity to review and identify any confidential information. Such notice shall include the proposed draft article or findings.

Researcher acknowledges and agrees that the City is subject to the Washington Public Records Act, RCW 42.56, and that all materials received or used by the City are public records that the City may be required to disclose promptly upon request.

The Department and Researcher agree to communicate with each other immediately to the extent that either receive a media inquiry about the research or a public disclosure request for any information related to the research. Both parties agree to the extent reasonably possible to consult with each other prior to making any public statements in response to such requests.

Neither party will use the name, trademark, or any other symbol or logo of the other party in connection with this research without the prior written permission of the other party.

## **7. OWNERSHIP OF MATERIALS**

A. Any and all materials purchased by the Researcher specifically for utilization under this Agreement shall remain the property of the City. The Researcher grants the City an irrevocable license to use published or unpublished reports resulting from the evaluation performed under this Agreement

## **8. HUMAN SUBJECTS RESEARCH**

All research involving human subjects shall comply with all the relevant provisions under 45 CFR 46.

## **9. ASSIGNMENT AND SUBCONTRACTING**

The Researcher shall not assign or subcontract any tasks associated with this Agreement without the express, written approval of SPD. In the event that subcontracting is necessary the Researcher shall not disclose any information/data specified in this Agreement without first notifying SPD. All of the Researchers' employees, research partners, or research assistants who have access to information or data must sign non-disclosure agreements prior to access.

## **10. DISPOSITION OF POLICE RECORDS/INFORMATION**

Upon completion, termination or other suspension of the term of this Agreement, the Researcher shall surrender to SPD all information/data specified in this Agreement, including any copies made thereof, unless the Department provides the Researcher written authorization for the destruction, obliteration or other alternative disposition of the information.

## **11. PROTECTION OF PROPERTY**

Researcher is responsible for protecting its person and property at all times, including but not limited to supplies and equipment to perform services hereunder; Researcher releases and agrees to hold the City harmless from liability for losses or damages of any kind sustained by Researcher in performing the services required hereunder.

## **12. AUDIT**

With a reasonable prior notice of at least two (2) working days and during the term of this Agreement, the Researcher shall make available for inspection by SPD all Researcher or Subcontractor project records implemented or produced under this Agreement for purposes of monitoring, auditing and/or reviewing activities in order to assure compliance therewith.

## **13. TERMINATION**

In the event the Researcher fails to comply with the terms, conditions, covenants or attachments made a part hereof, the Department shall take such action as it deems appropriate, including termination of this Agreement. The Department may terminate this Agreement in whole or in part whenever the Department determines that such termination is in the best interests of the public or for lack of continuing appropriations, if applicable. If the Department terminates this Agreement, the Researcher, and any Subcontractors authorized under this Agreement, shall forthwith surrender all **Section 2.0** information, including copies made thereof, to the Department or make such alternative disposition thereof as directed by the Department. The exercise of remedies pursuant to this paragraph shall be in addition to all sanctions provided by law and legal remedies available to parties injured by disclosures.

## **14. DEBARMENT**

By signing this Contract the Researcher confirms it is not debarred from federal contracting nor is any subResearcher or Research Assistant used to perform this work. Debarment shall be verified at <https://www.sam.gov>. Researcher shall keep proof of such verification within the Researcher records.

## **15. SECTION 9.0 MISCELLANEOUS PROVISIONS**

- A. None of the provisions of this Agreement are intended to create, and none shall be deemed or construed to create, any relationship between the parties other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of the Agreement. Neither party is an employee of the other party; nor is either party entitled to any of the benefits and protections afforded to employees of the other party.



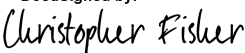
- B. This Agreement shall be governed in all respects by federal laws and regulations.  
C. This Agreement represents the entire understanding of the parties hereto with respect to the subject matter hereof and may be amended only by a written agreement signed by the parties hereto.

**16. COMPLIANCE AGREEMENT**

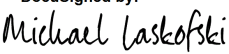
By affixing their signatures, the Authorized Representative of Researcher and/or the Researcher-supervised employee and/or other Researcher, acknowledges familiarity with the terms, conditions, covenants or attachments of this Agreement and agrees to comply with all the terms and conditions herein.

IN WITNESS WHEREOF, the Parties have executed this Research Agreement by having their authorized representatives affix their signatures below.


**SEATTLE POLICE DEPARTMENT**

Christopher Fisher	<small>DocuSigned by:</small>  <small>D608B5BA1E0E40F...</small>	3/8/2019
_____	_____	_____
Name	(Signature)	(Date)

**GEORGE MASON UNIVERSITY**

Michael Laskofski	<small>DocuSigned by:</small>  <small>058C8AFCD01C4D3...</small>	3/8/2019
_____	_____	_____
Name	(Signature)	(Date)

**ADDITIONAL AUTHORIZED PERSONS**

Cynthia Lum	<small>DocuSigned by:</small>  <small>30633826C904474...</small>	3/8/2019
_____	_____	_____
(Print Name)	(Signature)	(Date)
_____	_____	_____
(Print Name)	(Signature)	(Date)
_____	_____	_____
(Print Name)	(Signature)	(Date)

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*(Print Name)*

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*(Signature)*

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*(Date)*



**Exhibit A**  
Data Scope

<b>Project ID:</b>	2019-74		
<b>Project Name:</b>	Police Proactivity Lab and Patrol Time Study	<b>Primary Contact:</b>	Dr. Cynthia Lum

**See Attachment B****Request (data scope):****Offense Data****Date Range:**

1 January 2016 to 30 June, 2018

**Qualifiers and Reference Data:**

- See Attachment B

**Consideration and Confidentiality:**

- Research Agreement Required (location data requested)



Center for Evidence-Based Crime Policy Department of  
Criminology, Law and Society

4400 University Drive, MS6D12, Fairfax, Virginia 22030

Phone: 703 -993-3421; Email: [clum@gmu.edu](mailto:clum@gmu.edu) Web: [www.cebc.org](http://www.cebc.org)

To: Seattle Police Department  
Loren Atherley, Senior Research Scientist

From: Cynthia Lum, Director and Professor  
Christopher Koper, Principal Senior Fellow and Associate Professor  
Center for Evidence-Based Crime Policy (CEBCP)  
Department of Criminology, Law and Society  
George Mason University

Date: 1/25/2019

Re: Request for CAD data related to Patrol Time Study

Professors Cynthia Lum and Christopher Koper would like to request a data download of the computer aided dispatch (CAD) calls for service data for the Seattle Police Department for the full years of 2016 and 2017, as well as January 1 – June 30, 2018. The purpose of this request is to continue to understand how police spend their time in patrol (in both their proactive and reactive capacities). This research falls under the umbrella of CEBCP's Police Proactivity Lab and Patrol Time Study (PLs: Cynthia Lum and Christopher Koper), two projects receiving funding from the Laura and John Arnold Foundation.

More specifically, we would like to request the full range of CAD records for the time period above. We understand this may include CAD records that are administrative, routine, or unrelated to the response to 911 calls or proactive activity. However, having the full universe of CAD data will allow us to more accurately analyze how officers use their time in various capacities.

The specific fields that would help us with this project are listed below. **Please note that we are not requesting identifying information about suspects, victims, or witnesses.** We also only need an identifying number for officers (for example, a sequence or ID number) and do not need their individual names. We are not conducting any individual or persons-related analysis on the CAD data and therefore do not require this information. However, as with all of our projects, all information is subject to human subject protections as required by George Mason University, as well as any additional confidentiality agreements between the research team and Seattle Police Department. All outcomes from our analysis will be aggregated outcomes, and will not specify a particular event, response to an event, or officer response.

Fields needed

1. CAD Incident Number or unique identifying record number for the event or activity
2. Call Source (i.e., proactively initiated by officer, versus initiated by 911 caller or dispatcher)
3. The unique identification, badge, or unit number of the officer who initiated the call or was assigned to the call. PLEASE NOTE: these numbers will be kept confidential; we are not interested in the individual officers per se; we are only interested in this number so that we can estimate variations in how the "average officer" spends their time
4. Date of the call or officer-initiated activity in CAD

5. Time that the call **was received** by the dispatcher **or initiated** by the officer
6. Time when the call **was dispatched** to the officer
7. Time when the officer **arrived at the scene**
8. Time when the officer **finished the call** and called back into service. (or when the call officially ended, if there were multiple officers on the call)
9. Street address location of the incident/activity (NOT the location of the caller or call)
10. X, Y coordinate of the location, if the police agency collects this and it is accurate
11. Officer beat (or post/reporting unit/etc.) the incident occurred in
12. Sector/division/area (larger area or division) in which the incident occurred
13. If available, other units who responded in addition to the primary unit (or just the number of other units?)
14. Call type description – if codes are used, we will need a key explaining what the codes are.
15. Disposition of the call –again, we will need a key explaining what the codes are if codes are used.
16. If available, the Report Number connected to that call, if a report was written.
17. If available, the Arrest number connected to that call, if an arrest was made.

Thank you so much for your assistance.

Cynthia Lum  
Christopher Koper  
George Mason University