36212

STRATEGIC RELATIONSHIP AGREEMENT

This Strategic Relationship Agreement ("Agreement") is entered into as of the date of the last party to sign below ("Effective Date") between the CITY OF Long Beach, a city of the State of California (hereinafter referred to as the "City") on behalf of the Long Beach Police Department ("Police Department"), and POLICING EQUITY, INC. ("PE"). Police Department and PE are each a "Party" to this Agreement and are collectively referred to as the "Parties."

RECITALS

WHEREAS PE is a non-profit organization that works with academic research institutions, individual researchers, local government and community stakeholders, and law enforcement agencies to advance the state of knowledge in the field of law enforcement on the sociological and psychological dynamics in law enforcement agencies and in police/community relations; and

WHEREAS PE is engaged in work to actively identify bias in policing and provide analyses to law enforcement agencies, local government, and community stakeholders to eliminate racial disparities in policing practices and strengthen community trust in law enforcement;

WHEREAS Police Department has a desire to participate in PE's work as outlined in this Agreement and to support PE's mission to advance the accumulation of unique data in the field and to use research and analysis to improve police practices and police/community relations; and

WHEREAS the Parties desire to develop a strategic relationship to permit the exchange of data and information and establish a dialogue between and amongst PE and Police Department, local government in the City, and community stakeholders at the Parties' discretion;

NOW, THEREFORE, in consideration of the mutual agreements, covenants, and conditions contained herein, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, PE and Police Department hereby agree as follows:

1.   **Purpose.** This Agreement governs the strategic relationship between PE and Police Department, wherein Police Department shall securely transfer to PE certain data, including but not limited to crime data, demographic data, and policing behavioral data ("Data Sources") and permit PE, including PE's employees, officers, directors, research collaborators, and agents ("PE Related Parties"), to (i) analyze and examine the Data Sources; (ii) interface directly with community stakeholders, including local government officials, regarding any such analysis; and (iii) publish any resulting analysis subject to the requirements of Section 10 ("Purpose"). In addition, to advance the Purpose contemplated in this Agreement, PE may elect, but is not required, to conduct one or more anonymous, department-wide surveys of all personnel within Police Department to collect opinions about Police Department, the City, and the community (each a "Climate Survey" and collectively the "Climate Surveys"). To facilitate the Purpose of this Agreement as outlined herein, Police Department shall designate a manager with the authority to communicate directly with the Chief of Police and commit the Police Department to action to act as a liaison with PE and PE Related Parties. The liaison will coordinate between Police Department and PE, and assist PE and PE Related Entities in understanding and navigating Police Department and the local City community. The Police Department shall also commit its Chief executive (i.e. Police Chief, Police Commissioner, Sheriff, etc.) to participate in at least one (1) 30-minute meeting per month with PE and/or PE Related Parties.

a.   In no event shall City or Police department include "Personally Identifiable Information" or "PII" in the Data Sources. For the purposes of this Agreement, "Personally Identifiable Information" or "PII" means any information that permits the identity of an individual to be reasonably inferred by PE, directly or indirectly, including any other information that is linked or linkable to that individual, regardless of whether the individual is a U.S. citizen, legal permanent resident, visitor to the U.S., or employee or contractor to the Department. In no event is PE responsible or liable for any delay or failure in performance caused in whole or in part by City's or Police Department's delay or failure to provide the Data Sources or incorrect classification of Personal Data in Data Sources.

2.   Term; Termination. The obligations under this Agreement shall commence as of the Effective Date and shall continue for three (3) years with automatic annual renewals until terminated by either Party in accordance with the terms of this Agreement (the "Term"). Either Party may terminate this Agreement at any time upon sixty (60) days' written notice to the other Party, in accordance with the provisions of Section 13.1.

Notwithstanding the foregoing, the following sections of this Agreement and any corresponding attachments shall survive any expiration or termination of this Agreement: (i) Section 7 (Confidentiality), (ii) Section 10 (Publication), (iii) Section 11 (Indemnification), and (iv) Section 12 (Limitation of Liability).

3.   License Grant. During the Term of this Agreement and subject to the terms and conditions set forth herein, Police Department grants to PE a non-exclusive, non-transferable, non-sublicensable, royalty-free, perpetual license to use the Data Sources in connection with the Purpose (the "License"). The Data Sources shall include the data types listed in Appendix A, Data Request Checklist. The Data Sources shall be provided to PE by Police Department in a mutually agreed upon format, upon a mutually agreed upon timeline, and in a secure manner consistent with the requirements outlined herein. If there is an additional category of Data not specifically referenced in the Data Request Checklist that PE seeks to collect, PE shall notify the City as soon as reasonably practicable. The Parties will confer in good faith to determine whether release of the requested data is consistent with the terms and conditions of this Agreement.

4.   Data Sharing. Police Department shall transfer the Data Sources to PE utilizing a document management system that is licensed by PE and operated and utilized by PE and PE Related Parties. The system is encrypted with TLS/SSL utilizing 128-bit AES-CBC encryption. The system uses SSAE-16 audited data centers and follows best practices for security protocols as outlined by the Criminal Justice Information Services Division of the FBI.

5.   Fees; Expenses. The Parties agree that the Data Sources are being provided to PE at no cost. Further, each Party shall be responsible for its own costs and expenses in the performance of this Agreement, including travel and related expenses.

6.   Warranties.

6.1   Police Department Warranty. Police Department represents and warrants that (i) it has the full power, capacity and authority to enter into and perform this Agreement; (ii) its performance of this Agreement does not violate or conflict with any other agreement to which the Party is a party, including any settlement agreements or consent decrees; (iii) it has the legal right to provide the Data Sources to PE in accordance with terms of this Agreement without violating the rights and property of others and without violating any applicable laws, rules, or regulations, including any such laws, rules, or regulations establishing oversight committees, citizens review boards, or any other accountability partnerships.

6.2   PE Warranty. PE represents and warrants that (i) it has the full power, capacity and authority to enter into and perform this Agreement; and (ii) its performance of this Agreement does not violate or conflict with any other agreement to which PE is a party

7.   Confidentiality.

7.1   Definition. "Confidential Information" means any non-public information disclosed by either Party to the other Party related to this Agreement, either directly or indirectly, in writing, orally, or by inspection of tangible objects, that (a) is designated as "Confidential," "Proprietary" or some similar designation, or (b) a receiving Party should reasonably understand to be confidential. Confidential Information initially furnished verbally or visually and identified beforehand as confidential and/or proprietary at the time of disclosure shall be reduced to writing and confirmed to the receiving Party as Confidential Information in a written statement that fully identifies the material considered confidential within fifteen (15) days after its initial disclosure. During that fifteen (15) day period, the latter information shall be protected, but failure to identify, reduce to writing, mark and deliver such verbally or visually disclosed information in the manner prescribed shall relieve the receiving Party of all obligations of

protection with respect to said disclosed information thereafter. All of the terms of this Agreement shall be deemed Confidential Information, however, for avoidance of doubt, the existence of the Agreement and the relationship between the Parties shall not constitute Confidential Information.

7.2   Exclusions. Confidential Information shall not include any information, which (i) was publicly known and made generally available to the public prior to the time of disclosure by the disclosing party; (ii) becomes publicly known and made generally available after disclosure by the disclosing Party to the receiving Party through no action or inaction of the receiving Party; (iii) was already in the possession of the receiving Party at the time of disclosure by the disclosing Party, but only if the receiving Party received it from a third party who had the right to provide such information to the receiving Party; (iv) is independently developed by the receiving Party without use of or reference to the disclosing Party's Confidential Information; (v) consists of analyses or conclusions drawn from Confidential Information; or (vi) is authorized for disclosure by the Disclosing Party. Furthermore, the existence of this Agreement and the relationship between the Parties, including the strategic alignment of the Parties' interests in carrying out the Purpose, shall not constitute Confidential Information.

7.3   Restrictions. The receiving Party agrees (a) not to disclose any Confidential Information of the disclosing Party to any third parties; (b) not to use any Confidential Information for any purpose except to exercise its rights and carry out its responsibilities under this Agreement; and (c) to keep the Confidential Information of the disclosing Party confidential using the same degree of care the receiving Party uses to protect its own Confidential Information, as long as the receiving Party uses at least reasonable care. Police Department hereby consents to the disclosure of its Confidential Information to PE Related Parties to the extent necessary to carry out the Purpose of this Agreement. PE may disclose Confidential Information of Police Department to PE Related Parties provided that PE Related Parties treat such Confidential Information in accordance with this Section 7. Notwithstanding the foregoing, nothing shall prevent PE and PE Related Parties to discuss with third parties the existence of this Agreement and PE's relationship with Police Department. Nor shall PE and PE Related Parties be prevented from publicly disclosing and/or publishing analyses, including preliminary findings and conclusions, based upon Confidential Information, subject to the requirements outlined in Section 10. For avoidance of doubt, in no instance may PE or PE Related Parties permitted to disclose Confidential Information to third parties.

7.4   Objection to Disclosure: If either Party is compelled by applicable law to disclose any Confidential Information provided the other Party (including, for example, as a result of being served with a subpoena or receiving public information/public records request under applicable law) then, to the extent permitted by applicable law, the receiving Party shall: (a) promptly, and prior to such disclosure, notify the disclosing Party in writing of such requirement so that the disclosing Party can seek a protective order or other remedy, or waive its rights under this Section 7; and (b) provide reasonable assistance to disclosing Party, at disclosing Party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure. The disclosing Party may, at its discretion and at its sole cost and expense, assume responsibility for any litigation that results from the receiving Party's assertion of such a request set forth in the foregoing sentence. If the disclosing Party waives compliance or, after providing the notice and assistance required under this Section 7.4, the receiving Party remains required by applicable law to disclose any Confidential Information then, notwithstanding anything to the contrary in this Agreement, the receiving Party shall disclose only that portion of the Confidential Information that the receiving Party is legally required to disclose and, upon the disclosing Party's request, shall use commercially reasonable efforts to obtain assurances from the applicable court or other presiding authority that such Confidential Information will be afforded confidential treatment. No such compelled disclosure by the receiving Party will otherwise affect the receiving Party's obligations hereunder with respect to the Confidential Information so disclosed.

8.   Intellectual Property. This is not a work made-for-hire agreement (as that term is defined in Section 101 of Title 17 of the United States Code) with regard to either Party. Except for the express License granted in this Agreement, neither Party is granting or assigning to the other Party any right, title, or interest, express or implied, in or to the Party's intellectual property. Each Party reserves all rights to its intellectual property not expressly granted herein.

9.   **Ownership.** Except as provided herein, Police Department retains ownership of the Data Sources provided to PE under this Agreement. PE retains ownership of all other data collected to carry out the Purpose of this Agreement, including without limitation data collected as a result of any Climate Surveys, and shall retain all rights to publish scholarly works and other analyses and reports using any of these data, subject only to the requirements of this Agreement including the treatment of Confidential Information. Confidential Information that contain personal identifiers of individual officers, civilian employees, or persons whose names appear in investigation records shall remain in the sole and exclusive ownership and control of City and Police Department.

10.   **Publication.**

10.1   The Parties agree that PE shall, in its exclusive discretion and without interference from Police Department or anyone associated with Police Department, be free to publish analysis and research containing anonymized and aggregated data based upon the Data Sources and/or other Confidential Information provided by Police Department under this Agreement in peer-reviewed academic publications, research reports, presentations to academic and practitioner audiences, and other outlets as appropriate. PE shall not be permitted to reference contributions by Police Department in publications pursuant to this subsection unless Police Department has authorized such reference in writing. PE agrees to use de-identified report naming conventions.

10.2   PE may further publish and otherwise publicly disclose analysis and research containing anonymized and aggregated data based upon the Data Sources and/or other Confidential Information provided by Police Department under this Agreement in a Police Department-specific digital report ("Digital Report") subject to the following requirements: PE shall give Police Department no less than sixty (60) days' notice prior to publication or public disclosure of any of the analysis or findings to allow Police Department an opportunity to review and identify Confidential Information ("Review Period"). Such notice shall be in writing, either in accordance with the provisions of Section 13.1 or through PE's private and secure online portal, and may be in the form of the proposed publication itself or in the form of a written summary of the publication that shall, at a minimum, accurately describe the nature and substance of any conclusions reached by PE arising from the Data Sources, Confidential Information and/or analyses thereof. Police Department may review and comment on PE's proposed publication, however, in no event shall Police Department retain any ownership rights to or editorial license in the contents of the proposed publication. The Review Period may be extended by the Parties' mutual agreement. PE shall be free to publish and otherwise publicly disclose the Digital Report upon expiration of the Review Period. PE may further elect in its sole discretion to print physical copies of the Digital Report.

11.   **Indemnification.** In lieu of and notwithstanding the pro rata risk allocation that may otherwise be imposed between the Parties under any statute, regulation or rule that may otherwise affect the terms of this Agreement, the Parties agree that all losses or liabilities incurred by a Party shall not be shared pro rata but instead agree to the following:

11.1   **PE Indemnification.** PE shall defend, indemnify and hold harmless City and each of City's officers, trustees, employees, agents, from and against any and all Losses awarded in a final non-appealable judgement against the City arising out of or relating to any claim, suit, action, or proceeding by a third-party to the extent that such Losses do or are alleged to arise out of or result from any gross negligence or more culpable act or omission (including recklessness or willful misconduct) in connection with the performance or nonperformance of any performed by or on behalf of PE under this Agreement. For the purposes of this Agreement, the term "Losses" means any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees.

11.2   **City/Police Department Indemnification.** City and Police Department shall defend, indemnify and hold harmless PE and each of PE's officers, trustees, employees, agents, from and against any and all Losses awarded in a final non-appealable judgement against PE arising out of or relating to any claim, suit, action, or proceeding by a third-party to the extent that such Losses do or are alleged to arise out of or result from any gross negligence or more culpable act or omission (including recklessness or willful misconduct) in connection with the performance or nonperformance of any performed by or on behalf of City under this Agreement.

12. **Limitation of Liability.** EXCEPT FOR EITHER PARTY'S INFRINGEMENT OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, OR EITHER PARTY'S BREACH OF SECTION 7 (CONFIDENTIALITY), NEITHER PARTY, THEIR EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS WILL BE LIABLE UNDER THIS AGREEMENT IN ANY WAY WHATSOEVER FOR ANY INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOST PROFITS OR BUSINESS REVENUE, LOST BUSINESS, FAILURE TO REALIZE EXPECTED SAVINGS, OR OTHER COMMERCIAL OR ECONOMIC LOSS OF ANY KIND WHATSOEVER, WHETHER OR NOT THOSE DAMAGES ARE FORESEEABLE OR EITHER PARTY, THEIR EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS HAVE BEEN ADVISED OF THE POSSIBILITY OF THE DAMAGES.

13. **General.**

This is a non-exclusive engagement with regard to both Parties. Each Party is free to enter into other similar engagements with other parties.

Neither Party may assign this Agreement without the express written consent of the other Party, which may not be unreasonably withheld or delayed; however, either Party may assign this Agreement to a successor entity in the event of a merger, acquisition, or sale of all or substantially all of its assets.

13.1 **Notices to the Parties.** All notices to be given by the Parties hereto shall be in writing and served by depositing same in the mail, postage prepaid and registered, or by receipted international express courier service (e.g., FedEx, UPS, Purolator), as follows:

To PE:
Dirk Butler
Center for Policing Equity
1925 Century Park E, Suite 1700
Los Angeles, CA 90067

To Police Department:
Long Beach Police Department
Chief Robert Luna
400 W Broadway St.
Long Beach, CA 90802

13.2 **Independent Contractors.** The Parties are independent contractors to each other and nothing in this Agreement will be construed as creating an employment, agency, franchise, joint venture, or partnership relationship between the Parties and obligations of the Parties shall be limited to those expressly set forth herein. Each Party shall act as an independent contractor and not as an agent of the other for any purpose whatsoever and neither shall have any authority to bind the other.

13.3 **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes all prior written or oral agreements or understandings with respect thereto.

13.4 **Counterparts.** This Agreement may be executed by facsimile and in any number of counterparts, each of which shall be considered an original for all purposes, and all of which when taken together shall constitute one agreement binding on the Parties, notwithstanding that both Parties are not signatories to the original or the same counterpart.

13.5 **Modification.** No amendment or modification of this Agreement will be valid or binding upon the Parties unless made in writing and signed by each Party. Failure by a Party to enforce any rights under this Agreement will not be construed as a waiver of such rights nor will a waiver by a Party in one or more instances be construed as constituting a continuing waiver or as a waiver in other instances.

13.6 **Severability.** If any of the provisions of the Agreement shall be deemed to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the invalid or unenforceable provision or provisions, and

the rights and obligations of each Party shall be construed and enforced accordingly. However, in the event such provision is considered an essential element of this Agreement, the Parties shall promptly negotiate a replacement thereof.

14. **Compliance with Laws.** The Parties hereby agree to comply with all federal, state, and local laws, including, but not limited to, any statute, rule, regulation, judgment, decree, order or permit applicable to its performance under this Agreement.

LBPD

By: _R. Luna_

Name: _Robert Luna_

Title: _Chief of Police_

Date: _12/3/2021_

POLICING EQUITY, INC.

By: _Dirk Butler_

F0BCE2BE7AA144A

Name: _Dirk Butler_

Title: _Chief Operating Officer, Policing Equity_

Date: _11/12/2021_

LB CITY

By: _Linda F. Tatum for_

Name: _Tom Modica_

Title: _City Manager_

Date: _11/19/2021_

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

APPROVED AS TO FORM

November 15, 20_21_

CHARLES PARKIN, City Attorney

By _____
ARTURO D. SANCHEZ
DEPUTY CITY ATTORNEY

APPENDIX A
Data Request Checklist

Table of Contents

Attached is the complete list of data points we would like to receive from your agency for each category. If you do not capture or store all of these data fields and/or variables, please send us what you do have access to, let us know which variables you do *not* have access to, and then we'll figure out the next steps together.

Data Identification and Linkage

In addition to the data points listed throughout this document, we would also like to have the data types be as interlinked as possible. In other words, we'd like to be able to identify which specific CFS resulted in a specific vehicle or pedestrian stop. Then, from that stop, we can identify which crime reports and arrests occurred, and/or which uses of force.

Please also include a codebook that defines what each column holds, as well as each possible entry for a given column, for all datasets.

Questions?

If you have any questions, please contact your CPE Relationship Manager or Data Acquisition Specialist.

AP2_2020-08

A Note on Formatting

This document breaks out the datasets required for our key analyses as they are commonly structured by partner departments. We have worked with various police data systems and can accommodate a variety of formats.

If your reporting includes multiple subjects, officers, types of force, etc. per incident, we can accept different formats provided a unique identifier is included.

Option 1 - Single Table (Preferred)
Include separate rows with unique identifiers for each subject, officer, type of force, etc. This example shows how to report information for multiple officers involved in an incident in a single table.

Anywhere PD - Use of Force Data File

Incident Unique ID	Incident Date	Officer ID	Officer Sex	Officer Age
IN0000001	1/1/2015	OF0000A	Male	25
IN0000001	1/1/2015	OF0000B	Female	30
IN0000002	7/15/2016	OF0000A	Male	25

Option 2 - Multiple Tables
If preferred, provide separate tables with supplementary information. Include separate columns with unique identifiers for each subject, officer, type of force, etc. and provide a separate table for additional attributes, including the unique identifier.

Anywhere PD – Vehicle Stops File

Incident Unique ID	Incident Date	Reason for Stop	First Officer ID	Second Officer ID
IN0000001	1/1/2015	Moving Violation	OF0000A	OF0000B
IN0000002	7/2/2016	Equipment Violation	OF0000A	N/A
IN0000003	6/7/2017	Moving Violation	OF0000C	N/A

Anywhere PD – Officer Demographics File

Officer ID	Officer Sex	Officer Race
OF0000A	Male	Black
OF0000B	Female	White
OF0000C	Male	Asian

Sample codebooks and datasets are available on request.

Vehicle Stop Data

Please briefly define a vehicle stop for your department (e.g., "A vehicle stop is a single event in which the driver of a vehicle is detained by the police.") If possible, please report all data in a single table. For other acceptable formats, see "A Note on Formatting".

Please provide ALL recorded vehicle stops, including stops that result in warnings, citations, arrests, and releases. If your department does not record all vehicle stops, please note (e.g., "citations and arrests only").

Please include any relevant codebooks. Incident

Details
- Incident Unique Identifier
- Date of Incident
- Time of Incident
- Location/Address
  - Latitude and Longitude
    - Projected coordinates may also be acceptable; please include name of coordinate system used
  - Street Address Details, including zip code
  - Beat, precinct, district, police service zone, etc. and appropriate Shapefiles/Maps
- Reason for Stop
  - Please include a list of all possible reasons (i.e. Moving Violation, Equipment Violation, Warrant, Attempt to Locate, Investigatory, Checkpoint)
- Search/Contraband
  - Whether a search was conducted (on occupant(s) and/or the vehicle)
  - Nature of each search (i.e. incident to arrest, plain view, consent, etc.)
  - Whether search found contraband
  - Type of contraband found, if any
  - Whether a K9 was used to search
- Disposition(s) for vehicle driver
  - Please include a list of all possible dispositions (i.e. Citation, Arrest, Release, Warning)
- Vehicle and/or Foot Pursuit Involved

Vehicle Stops, cont'd.

<u>Subject Information</u>

Please include information for each vehicle stopped. If multiple subjects are included in an incident, see "A Note on Formatting". If passenger data is included in the dataset, please indicate whether a row's data pertains to the passenger or the driver.

- Driver Unique Identifier
- Driver Race
- Driver Ethnicity
- Driver Sex
- Driver Age or Age Group (at date of incident)
- **Resident of jurisdiction?**
  - Indicate whether the subject is a resident of the department's area of jurisdiction and note how this information is captured. Note whether the jurisdiction most closely aligns with a specific city, county, or some other area.

<u>Officer Information</u>

Please include information for each involved officer. If multiple officers are included in an incident, see "A Note on Formatting".

- Officer Unique Identifier
- Officer Race
- Officer Ethnicity
- Officer Sex
- Officer Military Background/Experience
- Officer Age or Age Group (at date of incident)
- Officer Department Years (at date of incident)
- Officer Department Assignment (i.e. patrol, SWAT, SRO, etc.) (at date of incident)
- Officer Geographic Assignment (at date of incident)
- Officer Rank (at date of incident)
- Officer Shift (i.e. day shift, night shift, power shift, etc.) (at date of incident)
  - Please indicate the hours worked by each shift.

Pedestrian Stop Data

Please briefly define a pedestrian stop for your department (e.g., "A pedestrian stop is a single event in which a single individual on foot is detained by the police.") If possible, please report all data in a single table. For other acceptable formats, see "A Note on Formatting".

Please provide ALL recorded pedestrian stops, including stops that result in warnings, citations, arrests, and releases. If your department does not record all pedestrian stops, please note (e.g., "citations and arrests only").

Please include any relevant codebooks. Incident

Details
- Incident Unique Identifier
- Date of Incident
- Time of Incident
- Location/Address
  - Latitude and Longitude
  - Projected coordinates may also be acceptable; please include name of coordinate system used
  - Street Address Details, including zip code
  - Beat, precinct, district, police service zone, etc. and appropriate Shapefiles/Maps
- Reason for Stop
  - Please include a list of all possible reasons (i.e. Warrant, Attempt to Locate, Investigatory, Loitering/Vagrancy, Public Intoxication, Mental Health Crisis)
- Search/Contraband
  - Whether a search was conducted (on occupant(s) and/or the vehicle)
  - Nature of each search (i.e. incident to arrest, plain view, consent, etc.)
  - Whether search found contraband
  - Type of contraband found, if any
  - Whether a K9 was used to search
- Disposition(s) for each subject
  - Please include a list of all possible dispositions (i.e. Citation, Arrest, Release, Warning)
- Vehicle and/or Foot Pursuit Involved

Pedestrian Stops, cont'd.

Subject Demographics

Please include information for each involved subject. If multiple subjects are included in an incident, see "A Note on Formatting".

- Subject Unique Identifier
- Subject Race
- Subject Ethnicity
- Subject Sex
- Subject Age or Age Group (at date of incident)
- **Resident of jurisdiction?**
  - Indicate whether the subject is a resident of the department's area of jurisdiction and note how this information is captured. Note whether the jurisdiction most closely aligns with a specific city, county, or some other area.

Officer Demographics

Please include information for each involved officer. If multiple officers are included in an incident, see "A Note on Formatting".

- Officer Unique Identifier
- Officer Race
- Officer Ethnicity
- Officer Sex
- Officer Military Background/Experience
- Officer Age or Age Group (at date of incident)
- Officer Department Years (at date of incident)
- Officer Department Assignment (i.e. patrol, SWAT, SRO, etc.) (at date of incident)
- Officer Geographic Assignment (at date of incident)
- Officer Rank (at date of incident)
- Officer Shift (i.e. day shift, night shift, power shift, etc.) (at date of incident)
  - Please indicate the hours worked by each shift.

Use of Force

Please briefly define a use of force incident for your department (e.g., "A use of force incident is a single event in which a single individual experiences force at the hands of a police officer"). If possible, please report all data in a single table. For other acceptable formats, see "A Note on Formatting".

Please provide ALL use of force incidents, including officer-involved shootings. Please

include any relevant codebooks.

<u>Incident Details</u>
- Incident Unique Identifier
- Date of Incident
- Time of Incident
- Location/Address
  - Latitude and Longitude
    - Projected coordinates may also be acceptable; please include name of coordinate system used
  - Street address details, including zip code
  - Beat, precinct, district, police service zone, etc. and appropriate Shapefiles/maps
- Nature of contact (Suspicious Person, Witnessed Crime, Traffic Stop, Call for Service, Warrant, etc.)
- Was the stop officer-initiated?
- Disposition(s) for each subject
  - Please include a list of all possible dispositions (i.e. Citation, Arrest, Release, Warning)
- Type(s) of Force (Restraint Only, Physical Force, Lethal, etc.)
- Police Weapons/Tools Used (Handgun, OC, Taser, etc.)
- Police firearm discharged?
- Subject Resistance (Verbal Aggression, Physical Force, Fleeing, etc.)
- Did subject(s) possess a weapon?
- Did subject(s) use the weapon?
- Camera on scene? (body worn or dashboard)
- Camera activated/operating? (body worn or dashboard)

Use of Force, cont'd.

Subject Information

Please include information for each involved subject. If multiple subjects are included in an incident, see "A Note on Formatting".

- Subject Unique Identifier
- Subject Race
- Subject Ethnicity
- Subject Sex
- Subject Age or Age Group (at date of incident)
- **Resident of jurisdiction?**
  - Indicate whether the subject is a resident of the department's area of jurisdiction and note how this information is captured. Note whether the jurisdiction most closely aligns with a specific city, county, or some other area.
- Subject Injury
- Subject Hospitalization
- Subject Death
  - Please note if no subject deaths.

Officer Information

Please include information for each involved officer. If multiple officers are included in an incident, see "A Note on Formatting".

- Officer Unique Identifier
- Officer Race
- Officer Ethnicity
- Officer Sex
- Officer Military Background/Experience
- Officer Age or Age Group (at date of incident)
- Officer Department Years (at date of incident)
- Officer Department Assignment (i.e. patrol, SWAT, SRO, etc.) (at date of incident)
- Officer Geographic Assignment (at date of incident)
- Officer Rank (at date of incident)
- Officer Shift (i.e. day shift, night shift, power shift, etc.) (at date of incident)
  - Please indicate the hours worked by each shift.
- Officer Injury
- Officer Hospitalization
- Officer Death
  - Please note if no officer deaths.

Crime Offense Data

Please briefly define a crime offense report for your department.

Please report all crimes that are reported to, or recorded by, your police department and include NIBRS offense codes (or UCR if NIBRS codes are unavailable) for each offense. Please provide each crime offense report, as your department defines it, as a separate row. For other acceptable formats, see "A Note on Formatting".

Please include any relevant codebooks. <u>Incident</u>

<u>Details</u>
- Incident Unique Identifier
- Date of Incident
- Time of Incident
- Location/Address
  - Latitude and Longitude
    - Projected coordinates may also be acceptable; please include name of coordinate system used
  - Street Address Details, including zip code
  - Beat, precinct, district, police service zone, etc. and appropriate Shapefiles/Maps
- NIBRS Group (Group A, Group B) (or UCR Group (Part I, Part II))
- NIBRS Offense Code (or UCR Offense Code)
- Offense Description
- Was the incident a result of a Call for Service or Officer Initiated Activity?
- Bias Motivation (as coded by NIBRS/UCR)

<u>Suspect Demographics</u>
Please include this information for each suspect, if possible.
- Suspect Unique Identifier
- Suspect Race
- Suspect Ethnicity
- Suspect Sex
- Suspect Age or Age Group (at date of incident)

Crime Offense Data, cont'd.

Victim Demographics

Please include this information for each victim, if possible.
- Victim Unique Identifier
- Victim Race
- Victim Ethnicity
- Victim Sex
- Victim Age or Age Group (at date of incident)

Officer Demographics

Please include this information for each involved officer, if possible.
- Officer Unique Identifier
- Officer Race
- Officer Ethnicity
- Officer Sex
- Officer Military Background/Experience
- Officer Age or Age Group (at date of incident)
- Officer Department Years (at date of incident)
- Officer Department Assignment (i.e. patrol, SWAT, SRO, etc.) (at date of incident)
- Officer Geographic Assignment (at date of incident)
- Officer Rank (at date of incident)

Calls for Service

Please provide calls for service data with relevant linking keys. The dataset should include police calls only (as opposed to including EMS or fire safety calls). The dataset should include all priority levels. Please exclude accidental/prank/misdials, and/or duplicate calls.

Please include any relevant codebooks. <u>Incident</u>

<u>Details</u>
- Incident Unique Identifier
- Related Vehicle Stop/Pedestrian Stop unique identifiers, if available
- Related Use of Force incident unique identifier, if available
- Related Crime incident unique identifier, if available
- Date of call or response (please specify)
- Time of call or response (please specify)
- Location/Address
  - Latitude and Longitude
    - Projected coordinates may also be acceptable; please include name of coordinate system used
  - Street Address Details, including zip code
  - Beat, precinct, district, police service zone, etc. and appropriate Shapefiles/Maps
- Call type (suspicious person, assault, narcotics, etc.)
  - Initial call type
  - Final call type
- Disposition (arrest, report taken, unfounded, etc.)

Arrests

If requested incident-level information is not provided in your vehicle stops, pedestrian stops, or use of force incidents tables, please provide arrest data with relevant linking keys.

Please briefly define an arrest incident for your department and note the types of arrests included in the data (i.e. custodial arrests and/or non-custodial arrests). Please report each incident, as your department defines it, as a separate row. For other acceptable formats, see "A Note on Formatting".

Please include any relevant codebooks. <u>Incident</u>

<u>Details</u>
- Incident Unique Identifier
- Related Vehicle Stop/Pedestrian Stop unique identifiers, if available
- Related Use of Force incident unique identifier, if available
- Related Crime incident unique identifier, if available
- Date of Arrest
- Time of Arrest
- Reason for Arrest
- Suspect Unique Identifier
- Suspect Age or Age Range
- Suspect Race
- Suspect Ethnicity
- Suspect Sex

Naming Your Files

Please save all of your files with this naming convention:

- DepartmentName_Docume

ntationType_Year(s) For example, Cityville

PD files would be named as:

- CityvillePD_VehicleStops_2015-2016
- CityvillePD_UseOfForce_2011

How to Upload Files for CPE

1. CPE uses Citrix ShareFile to transfer data. You should have received an email with a link to the ShareFile folder where you should upload your files. Click this link. If you did not receive a link, or if you have misplaced it, contact your CPE Relationship Manager or Data Acquisition Specialist..

2. A new window should open in your internet browser. Complete the required fields on the landing page (Email, First Name, Last Name). Click next.

3. On the following screen, you can either drag and drop your file(s) items to be uploaded, or you can click "Browse files" and select which file(s) to upload. Citrix supports bulk uploads, so you may add multiple files at a time. Once the desired files have been added, click "Upload".

Drag files here

Browse Files

4. If you need to upload additional files at a later time, simply click on the original link in the email, and follow the above steps. You may continue re-using the link until it expires. Contact the sender to determine when your link expires.