

## **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:** Gun Violence Analysis

This Agreement is made and entered into by and between the City of Everett as the Data Providing Agency ("Department") and

The National Institute for Criminal Justice Reform ("Researcher"), a research organization authorized to conduct research in the State of Washington,

NICJR  
4900 Shattuck Ave,  
Oakland, CA 94609

#### **1. SCOPE OF WORK AND PURPOSE**

##### **Scope of Work**

The NICJR 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:

This project is a Gun Violence Problem Analysis conducted in collaboration with the local Community Safety Council. The Gun Violence Problem Analysis aims to understand dynamics of violence within a jurisdiction including the people, places, and situations most often involved in gun violence incidents.

NICJR 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 for 5 years unless earlier terminated in accordance with the terms of this Agreement (see "Termination").

#### **2. ACCESS TO THE DEPARTMENT 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 and 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, RCW Ch. 10.97, Juvenile information requirements, as required in RCW 13.50.010 (8) and RCW 13.50.050, RCW 42.48, particularly RCW 42.48.040; and RCW 42.56;
- 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 the Department, 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 in accordance with the Department's information/data security policy and procedures, attached as Exhibit B (e.g., password protected external hard drive, encryption, etc.); and
- G. Provide the Department 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 in order to review and protect confidential information in accordance with Article 6 below .

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) and those laws listed in Paragraph 5 of this agreement;
- B. Make copies, electronic or physical, 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, electronic or physical, 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 SUBCONTRACTS**

The Researcher shall not assign or subcontract any tasks associated with this Agreement without the express, written approval of the Department. In the event that subcontracting is necessary and approved for purposes of the research, the Researcher shall not disclose any information without first notifying the Department 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 been advised of and agrees to comply with the provisions of this 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 represents 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) RCW Ch. 10.97 Washington State Criminal Records Privacy Act,
- 3) RCW 13.50 Keeping and Release of Records by Juvenile or Care Agencies, particularly juvenile information requirements specified in RCW 13.50.010 (8) and RCW 13.50.050 (23),
- 4) RCW 42.48 Release of Records for Research, particularly RCW 42.48.040 Disclosure by Research Professional;
- 5) RCW 42.56 Public Records Act;
- 6) Researchers organization internal standards for and human subjects research oversight;
- 7) 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
- 8) 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 password protected external hard drives. 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 publicly 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 publicly 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.

Researcher is authorized to release, to a designated public repository for their academic institution or as a condition for publishing in a peer reviewed journal, a version of the data, provided: no location specific information is made available more precise than the Census Block, the data is explained or otherwise accompanied by a *codebook* (as would be produced by a statistics packages such as SPSS or Stata) and the data is acknowledged as a "snapshot in time", sufficient that anyone using the data would be reasonably aware the data is likely to be different from a future extract of the same type.

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

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

Researcher agrees to provide the Department 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 as defined in Section 5 of this Agreement. Such notice shall include the proposed draft article or findings.

Researcher acknowledges and agrees that the Department is subject to the Washington Public Records Act, RCW 42.56, and that all materials received or used by the Department are public records that the Department 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. Researcher, however, may acknowledge the Department's support of the research in scientific or academic publications or communications without the Department's prior approval. In any permitted statements, the parties shall describe the scope and nature of their participation accurately and appropriately.

## **7. HUMAN SUBJECTS RESEARCH**

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

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

Upon completion, termination or other suspension of the term of this Agreement, the Researcher shall surrender to the Department all information/data received from the Department under 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.

## **9. PROTECTION OF PROPERTY**

Researcher shall be responsible for all claims related to the performance of services described hereunder. Researcher releases and agrees to hold the Department harmless from liability for losses or damages of any kind sustained by Researcher in performing such services.

## **10. AUDIT**

With a reasonable prior notice of at least two (2) working days and during the term of this Agreement, the Researcher shall, at a time mutually agreed to by the parties during the normal business hours of the Researcher, make available for inspection by the Department 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.

## 11. 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 the Researcher has failed to comply with the terms, conditions, covenants, or attachments made in this Agreement, or when there is a 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.

Either party may terminate this Agreement with thirty (30) days' prior written notice to the other party.

## 12. 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.

## 13. 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 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.

## 14. 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.

**CITY OF EVERETT**

Cassie Franklin, Mayor

(Print Name)



(Signature)

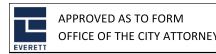
09/22/2025

(Date)

ATTEST:



Marista Jorve, Clerk

**RESEARCHER**

Mikaela Rabinowitz

(Print Name)

Mikaela Rabinowitz

(Signature)

09/19/2025

(Date)

**ADDITIONAL AUTHORIZED PERSONS**

N/A

(Print Name)

(Signature)

(Date)

Exhibit A

Data Scope

<b>Project Name:</b>	Gun Violence Analysis	<b>Primary Contact:</b>	Mikaela Rabinowitz
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Original Stated Purpose:

ABSTRACT

This project is a Gun Violence Problem Analysis conducted in collaboration with the local Community Safety Council. The Gun Violence Problem Analysis aims to understand dynamics of violence within a jurisdiction including the people, places, and situations most often involved in gun violence incidents.

Request (data scope):

**Data Sets**

**Crime Incident Data for all homicides and nonfatal Shootings (both injury shootings and shots fired) granulated to the individual person (victim and suspect))**

- **Homicides**
- Victim/Suspect Name or Anonymized Unique Identifier (*either first name, last name, DOB OR anonomyized unique identifier*)
- Victim/Suspect DOB
- Victim/Suspect Age
- Victim/Suspect Gender
- Victim/Suspect Race
- Victim/Suspect Ethnicity
- Role in incident (victim or suspect)
- Case Number
- Date
- Location
- Weapon used
- Summary of Incident
- Incident type/code (any internal incident type coding)
- **Nonfatal Injury Shootings**
- Victim/Suspect Name or Anonymized Unique Identifier
- Victim/Suspect DOB
- Victim/Suspect Age
- Victim/Suspect Gender
- Victim/Suspect Race
- Victim/Suspect Ethnicity
- Role in incident (victim or suspect)
- Case Number
- Date
- Location
- Summary of Incident
- Incident type/code (any internal incident type coding)
- **Non-injury Shootings (ie shots fired)**
- Victim/Suspect Name or Anonymized Unique Identifier
- Victim/Suspect DOB
- Victim/Suspect Age
- Victim/Suspect Gender
- Victim/Suspect Race

- Victim/Suspect Ethnicity
- Role in incident (victim or suspect)
- Case Number
- Date
- Location
- Summary of Incident
- Incident type/code (any internal incident type coding)

**Gun Violence Victim/Suspect Prior Arrest Data**

- Victim/Suspect ID (*either first name, last name, DOB OR anonymized unique identifier*)
- Case Number
- Incident Date
- Arrest date
- Victim/Suspect
- Race
- Age at incident
- Charges (statute)
- Charges (description)
- NIBRS code
- NIBRS Offense Description

**Study Period:**

- 2023-2024



EXHIBIT B  
Data Security Standards

7.1	Sending or receiving of large files or critical information must be performed using the City's established FTP Site (File Transfer).	<u>NOTE:</u> The Secure File Sharing and Transfer standard for the City of Everett is Serv-U. See <a href="#">Business Application Computing Standards</a> for details.	CJIS 5.10.1.2
7.3	Data that must be transferred physically, must meet the following conditions:	<u>NOTE:</u> An IT Policy Exception Form must be submitted and approved by the IT Director	
7.3.1	Data being transferred must be a copy of data stored on the City's centralized data storage system.		
7.3.2	Data should be encrypted. If encryption is not possible, it must be physically safeguarded by departmental policy/practice that includes designs to safeguard the data being transported and remove data from the device used to transport once transfer is complete.		CJIS 5.8.2.1, 5.10.1.2 FileLocal POL-030 5D, Next-Gen ORCA A.13.2.1
7.4	If any PII, HIPAA, PHI or PCI data must be transferred via email, the email must be encrypted utilizing the City of Everett Business Application Standard 3 <sup>rd</sup> party encryption email service.	<u>NOTE:</u> The Email Encryption standard for the City of Everett is Azure Information Protection. See <a href="#">Business Application Computing Standards</a> for details. Azure Information Protection satisfies the following regulatory compliance: GLBA, PCI-DSS, HIPAA HITECH, SOX	HIPAA 164.312(e) FileLocal POL-030 5D, Next-Gen ORCA A.13.2.1, A.13.2.3
7.5	CJIS data is not to be transmitted via email.	<u>NOTE:</u> The Email Encryption standard for the City of Everett is Azure Information Protection. The current Email Encryption standard is not CJIS compliant.	CJIS 5.10.1.2












# NICJR Research Agreement\_2025-09-12\_SD

Final Audit Report

2025-09-22

Created:	2025-09-17
By:	Marista Jorve (mjorve@everettwa.gov)
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 Agreement completed.

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