
From: Julie Salomonson <julie@sicuroanalytics.com>
Sent: Friday, June 16, 2023 5:17 PM
To: Laura Bell;Greg DeAngelo
Subject: CDAA Conference Happy Hour Invitation
Attachments: CDAA Conference Happy Hour.pdf

Hi,

Sicuro Data Analytics invites you to attend the CDAA Conference Happy Hour on July 11th.
Please [RSVP](#)



CDAA HAPPY HOUR

JULY 11TH

5:30 – 7:30 PM

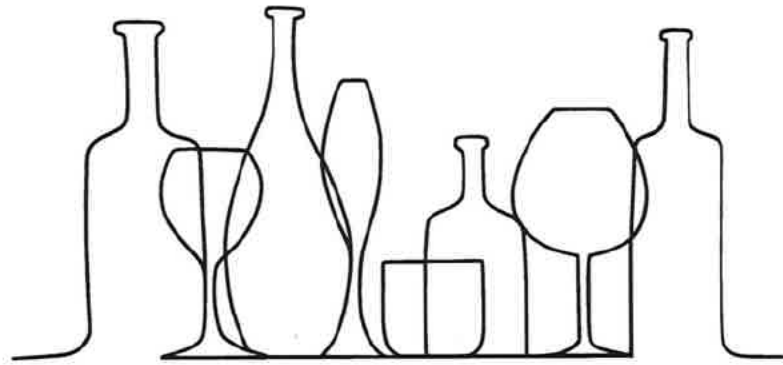
HYATT REGENCY ORANGE COUNTY

(SUITE # AVAILABLE 7/10)

SICURO
DATA ANALYTICS

—
Regards,

Julie Salomonson
T. 818.437.1847



CDAA HAPPY HOUR

JULY 11TH

5:30 – 7:30 PM

HYATT REGENCY ORANGE COUNTY

(SUITE # AVAILABLE 7/10)

RSVP

SICURO
DATA ANALYTICS

From: Montesinos. Rachel (DA)
Sent: Thursday, June 15, 2023 4:24 PM
To: Greg DeAngelo
Cc: Gonzalez. Alfredo (DA); Johnson. Joanie (DA); Ishii. Michael (DA)
Subject: RE: DA's Office Contractor access- Sicuro Analytics

Hi Gregory, I received your Live Scan paperwork back; thank you for your prompt response. This will be forwarded to DOJ for processing and I'll follow up with your CJIS credentials when I have received your results.



Rachel Montesinos | Administrative Services Officer
Sacramento County District Attorney's Office
901 G Street | Sacramento, CA 95814
916.874.1846 | montesinosr@sacda.org
- *Semper Justitia*

From: Greg DeAngelo <gregory.deangelo@gmail.com>
Sent: Monday, June 12, 2023 11:41 AM
To: Montesinos. Rachel (DA) <montesinosr@sacda.org>
Cc: jeff@sicuroanalytics.com; robert@sicuroanalytics.com; maryah@sicuroanalytics.com; DA Facilities <DAFacilities@sacda.org>; DA Building Access <DABuildingAccess@sacda.org>; Johnson. Joanie (DA) <johnsonj@sacda.org>; Ishii. Michael (DA) <IshiiM@sacda.org>
Subject: Re: DA's Office Contractor access- Sicuro Analytics

Okay, my address is:

Gregory DeAngelo
[REDACTED]
[REDACTED]

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If you're not planning to come to Sacramento County to get printed I'll need an address for you as well.



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Subject: Re: DA's Office Contractor access- Sicuro Analytics

I live in Ventura County.

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Best,

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Hi Greg, we do have a process for out-of-state Live Scan applicants. Please provide an address for which FedEx is able to deliver the applications. Each applicant will be sent instructions, Live Scan fingerprint cards, and additional forms that must be completed and returned to our office to be processed by DOJ.

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From: Greg DeAngelo <gregory.deangelo@gmail.com>

Sent: Saturday, June 10, 2023 9:53 PM

To: Montesinos. Rachel (DA) <montesinosr@sacda.org>

Cc: jeff@sicuroanalytics.com; robert@sicuroanalytics.com; maryah@sicuroanalytics.com; DA Facilities <DAFacilities@sacda.org>; DA Building Access <DABuildingAccess@sacda.org>; Johnson. Joanie (DA) <johnsonj@sacda.org>; Ishii. Michael (DA) <IshiiM@sacda.org>

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Thanks

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Live Scan is now by appointment only, no walk-ins will be accepted. Live Scan Online Appointment System <<https://livescanscheduler.as.me/>>

What is the name of the employer or agency that is sending you for Live Scan or for Fingerprint Cards? Sacramento County District Attorney's Office

What method of payment will you be using? Billing number (provided by the agency)

Please note: This is for access to the DA's Office facilities only. You must acquire a Live Scan application with a unique ORI and billing number from each agency for which you are requesting access.

<image001.png> **Rachel Montesinos** | Administrative Services Officer

Sacramento County District Attorney's Office

901 G Street | Sacramento, CA 95814

916.874.1846 | montesinosr@sacda.org

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Sent: Friday, June 9, 2023 10:26 AM
To: Montesinos. Rachel (DA) <montesinosr@sacda.org>
Cc: Johnson. Joanie (DA) <johnsonj@sacda.org>
Subject: Sicuro contractors to background

Good morning, Rachel, here are the names from Sicuro:

- Greg DeAngelo - Gregory.deangelo@gmail.com
- Jeff Borowitz - jeff@sicuroanalytics.com
- Robert Pettis - robert@sicuroanalytics.com
- Maryah Garner - maryah@sicuroanalytics.com

No badges will be required. Joanie Johnson should be listed as the supervisor.

<image001.png> **Michael Ishii** | Information Technology Manager

Sacramento County District Attorney's Office

901 G Street | Sacramento, CA 95814

916.874.1202 | ishii@sacda.org

- Semper Justitia

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<LIVESCAN_app_non-EE_2023.pdf>

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From: Ishii. Michael (DA)
Sent: Wednesday, June 14, 2023 10:04 AM
To: Greg DeAngelo
Subject: RE: Space on the server

I am available until Noon today and am free most of tomorrow.



Michael Ishii | Information Technology Manager
Sacramento County District Attorney's Office
901 G Street | Sacramento, CA 95814
916.874.1202 | ishiiM@sacda.org
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From: Greg DeAngelo <gregory.deangelo@gmail.com>
Sent: Wednesday, June 14, 2023 10:01 AM
To: Ishii. Michael (DA) <IshiiM@sacda.org>
Subject: Re: Space on the server

Michael,

Ah, I should have been much clearer. My apologies. We certainly will not be using all of the data, so 470GB of RAM will not be necessary. I would guess that 256GB of RAM would be plenty, and we could nearly certainly get by with less (e.g., 128GB).

I'm happy to jump on a call, though. When is a good time for you?

Best,
Greg

On Wed, Jun 14, 2023 at 9:57 AM Ishii. Michael (DA) <IshiiM@sacda.org> wrote:

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Because of these massive needs, it sounds like we should be more selective in getting you the data you need, so as to minimize the raw data amount.

I can certainly make an educated guess what you need, but I think this would be something you'd definitely want input into. Perhaps we should get on a call and go through the data and make a shopping list of what's actually needed and what is not.



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From: Greg DeAngelo <gregory.deangelo@gmail.com>

Sent: Wednesday, June 14, 2023 9:39 AM

To: Ishii, Michael (DA) <IshiiM@sacda.org>

Subject: Re: Space on the server

Hi Michael,

I hope you're feeling better this week!

Thanks for putting together the server. We tend to need a fair amount of elbow room to do our work. As a rule of thumb, we typically need at least twice as much RAM relative to the size of the data. As for hard drive space, we typically need 10x the amount of space that the raw data takes up.

Let me know if this is not specific enough.

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Good afternoon all, I have scheduled FedEx overnight and I expect that you'll get the Live Scan application and instructions by Wednesday, 6/14 to the addresses that you provided. Please contact your local Live Scan office to schedule an appointment and return all completed paperwork and fingerprint cards to our office using the enclosed pre-paid FedEx label. Please let me know if you have any questions.



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Subject: Re: DA's Office Contractor access- Sicuro Analytics

Hi Rachel,

I'm traveling a bit in the summer and am currently at:



And I'll be here until the 18th of June. Please let me know if I should provide future addresses as well.

Best,

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<image001.png> **Rachel Montesinos** | Administrative Services Officer

Sacramento County District Attorney's Office

901 G Street | Sacramento, CA 95814

916.874.1846 | montesinosr@sacda.org

Sent from my phone

From: Ishii, Michael (DA) <IshiiM@sacda.org>
Sent: Friday, June 9, 2023 10:26 AM
To: Montesinos, Rachel (DA) <montesinosr@sacda.org>
Cc: Johnson, Joanie (DA) <johnsonj@sacda.org>
Subject: Sicuro contractors to background

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No badges will be required. Joanie Johnson should be listed as the supervisor.

<image001.png> **Michael Ishii** | Information Technology Manager

Sacramento County District Attorney's Office

[901 G Street | Sacramento, CA 95814](#)

[916.874.1202](tel:916.874.1202) | ishii@sacda.org

Semper iustitia

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[REDACTED]

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Rachel Montesinos | Administrative Services Officer

Sacramento County District Attorney's Office

901 G Street | Sacramento, CA 95814

916.874.1846 | montesinosr@sacda.org

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Sent: Saturday, June 10, 2023 9:53 PM

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[REDACTED]

[REDACTED]

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<image001.png> **Rachel Montesinos** | Administrative Services Officer

Sacramento County District Attorney's Office

901 G Street | Sacramento, CA 95814

916.874.1846 | montesinosr@sacda.org

- Semper Justitia

From: Ishii, Michael (DA) <IshiiM@sacda.org>
Sent: Friday, June 9, 2023 10:26 AM
To: Montesinos, Rachel (DA) <montesinosr@sacda.org>
Cc: Johnson, Joanie (DA) <johnsonj@sacda.org>
Subject: Sicuro contractors to background

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From: Greg DeAngelo <gregory.deangelo@gmail.com>
Sent: Monday, June 12, 2023 11:12 AM
To: Montesinos. Rachel (DA)
Cc: jeff@sicuroanalytics.com; robert@sicuroanalytics.com; maryah@sicuroanalytics.com; DA Facilities; DA Building Access; Johnson. Joanie (DA); Ishii. Michael (DA)
Subject: Re: DA's Office Contractor access- Sicuro Analytics

Thank you, Rachel. I'm located in CA, so I can go to my local livescan location if you can email me the form. Or do you need to send me the form via FedEx as well?

As for the out-of-state applicants, Jeff, Maryah, and Robert will send their respective addresses along separately.

Best,
Greg

On Mon, Jun 12, 2023 at 11:02 AM Montesinos. Rachel (DA) <montesinosr@sacda.org> wrote:

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From: Greg DeAngelo <gregory.deangelo@gmail.com>
Sent: Thursday, June 8, 2023 5:24 PM
To: Ishii. Michael (DA)
Cc: Johnson. Joanie (DA); Jimenez. Daniel (DA); Robert Pettis; Maryah Garner; Jeff Borowitz; Julie Salomonson
Subject: Re: Data exhibits

Thanks, Michael. We appreciate your efforts. That list will include:

Greg DeAngelo - Gregory.deangelo@gmail.com

Jeff Borowitz - jeff@sicuroanalytics.com

Robert Pettis - robert@sicuroanalytics.com

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On Jun 8, 2023, at 2:55 PM, Ishii. Michael (DA) <IshiiM@sacda.org> wrote:

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To: Ishii. Michael (DA) <IshiiM@sacda.org>
Cc: Johnson. Joanie (DA) <johnsonj@sacda.org>; Jimenez. Daniel (DA) <JimenezD@sacda.org>; Robert

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Subject: Data exhibits
Attachments: IIS_Subscription PRODUCTION 2010-05-24.pdf; DAEnterprise PRODUCTION 2013-08-26.pdf; __Intake Documentation.docx; How Cases Get Created in Diamond.pdf; Sicuro 2023-06-06 (d).sql; Sicuro 2023-06-06 (a).sql; Sicuro 2023-06-06 (b).sql; Sicuro 2023-06-06 (c).sql

OK, here's a bunch of information as a follow up for today.

1. We will be discussing on Monday the details of getting you onboarded and getting a server set up for you to do your work, and hope to get you up and running in short order.
2. The attachments:
 - a. **IIS_Subscription PRODUCTION 2010-05-24.pdf**
This DB hasn't really changed, so this ERD is still good.
 - b. **DAEnterprise PRODUCTION 2013-08-26.pdf**
This is our primary database and has been updated extensively. I know this ERD isn't entirely accurate, but where the tables still exist, the relationships are still as indicated, I believe.
 - c. **__Intake Documentation.docx**
This is a document that was created when we deployed the Intake module.
 - d. **How Cases Get Created in Diamond.pdf**
This gives you an idea of the types of cases that exist in Diamond. Since we are focusing on adult cases, we'll want to make sure to select for that type (Type_ID = 625) so as not to bleed over into Juve or Traffic or other cases.
 - e. **Sicuro 2023-06-06 (a).sql, Sicuro 2023-06-06 (b).sql, Sicuro 2023-06-06 (c).sql, Sicuro 2023-06-06 (d).sql**
The SQL files that were being typed up during the meeting. Hopefully most of it is clear.



Michael Ishii | Information Technology Manager
Sacramento County District Attorney's Office
901 G Street | Sacramento, CA 95814
916.874.1202 | ishiim@sacda.org
- *Semper Justitia*

From: Google Calendar <calendar-notification@google.com> on behalf of gregory.deangelo@gmail.com
Sent: Tuesday, June 6, 2023 8:33 AM
To: Ishii, Michael (DA)
Subject: Accepted: Data Meeting @ Tue Jun 6, 2023 9am - 10:30am (PDT) (Ishii, Michael (DA))
Attachments: invite.ics

gregory.deangelo@gmail.com has accepted this invitation.

Greg, sorry we cannot meet in person. I'm sick but able to walk you through the data in our environment.

I placed 10:30 as a placeholder, but feel free to jump in as you are available. Thanks.

Microsoft Teams meeting
Join on your computer, mobile app or room device
[Click here to join the meeting](#)
Meeting ID: 273 238 328 29
Passcode: Xi8gLS
[Download Teams](#) | [Join on the web](#)
Or call in (audio only)
+1 916-245-8959,,628892560# United States, Sacramento
Phone Conference ID: 628 892 560#
[Find a local number](#) | [Reset PIN](#)
[Learn More](#) | [Meeting options](#)

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When

Tuesday Jun 6, 2023 · 9am – 10:30am (Pacific Time - Los Angeles)

Location

Microsoft Teams Meeting

[View map](#)

Organizer

Ishii. Michael (DA)

ishiim@sacda.org

Guests

gregory.deangelo@gmail.com - creator

Jimenez. Daniel (DA) - optional

Johnson. Joanie (DA) - optional

[View all guest info](#)

Invitation from [Google Calendar](#)

You are receiving this email because you are an attendee on the event. To stop receiving future updates for this event, decline this event.

Forwarding this invitation could allow any recipient to send a response to the organizer, be added to the guest list, invite others regardless of their own invitation status, or modify your RSVP. [Learn more](#)

From: Ishii, Michael (DA)
Sent: Monday, June 5, 2023 12:06 PM
To: Gregory Deangelo (gregory.deangelo@gmail.com)
Cc: Johnson, Joanie (DA); Jimenez, Daniel (DA)
Subject: Data Meeting

Let me know when you are available, thanks.

Michael Ishii | Information Technology Manager
Sacramento County District Attorney's Office
901 G Street | Sacramento, CA 95814
916.874.1202 | ishiim@sacda.org
- Semper Justitia

Subject: Data Meeting
Location: Microsoft Teams Meeting

Start: Tue 6/6/2023 9:00 AM
End: Tue 6/6/2023 10:30 AM
Show Time As: Tentative

Recurrence: (none)

Meeting Status: Not yet responded

Organizer: Ishii, Michael (DA)
Required Attendees: gregory.deangelo@gmail.com
Optional Attendees: Joanie Johnson; Daniel Jimenez

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Microsoft Teams meeting

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[Click here to join the meeting](#)

Meeting ID: 273 238 328 29

Passcode: Xi8gLS

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Phone Conference ID: 628 892 560#

[Find a local number](#) | [Reset PIN](#)

[Learn More](#) | [Meeting options](#)

Subject: Data Meeting
Location: Microsoft Teams Meeting

Start: Mon 6/5/2023 10:30 AM
End: Mon 6/5/2023 12:00 PM
Show Time As: Tentative

Recurrence: (none)

Meeting Status: Not yet responded

Organizer: Ishii, Michael (DA)
Required Attendees: gregory.deangelo@gmail.com
Optional Attendees: Joanie Johnson; Daniel Jimenez

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[Learn More](#) | [Meeting options](#)

Subject: Data Meeting
Location: Microsoft Teams Meeting

Start: Mon 6/5/2023 10:30 AM
End: Mon 6/5/2023 12:00 PM

Recurrence: (none)

Meeting Status: Meeting organizer

Organizer: Ishii, Michael (DA)
Required Attendees: gregory.deangelo@gmail.com
Optional Attendees: Joanie Johnson; Daniel Jimenez

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Phone Conference ID: 628 892 560#

[Find a local number](#) | [Reset PIN](#)

[Learn More](#) | [Meeting options](#)

From: Greg DeAngelo <gregory.deangelo@gmail.com>
Sent: Friday, June 2, 2023 9:43 AM
To: Johnson. Joanie (DA)
Subject: Re: 6/5-6/23 - Sacramento DA's Office Visit

Will do. Thank you. Have a great weekend, and see you on Monday.

Greg

On Fri, Jun 2, 2023 at 9:40 AM Johnson. Joanie (DA) <johnsonj@sacda.org> wrote:

I think that time sounds good. If you want to text me upon your arrival, I will come downstairs and escort you to the executive suite.

Thank you,

Joanie



Joanie Johnson | Administrative Services Officer III

Sacramento County District Attorney's Office

901 G Street | Sacramento, CA 95814

916.875.1075 | JohnsonJ@sacda.org

- Semper Justitia

From: Greg DeAngelo <gregory.deangelo@gmail.com>
Sent: Friday, June 2, 2023 9:34 AM
To: Johnson. Joanie (DA) <johnsonj@sacda.org>
Subject: Re: 6/5-6/23 - Sacramento DA's Office Visit

Hi Joanie,

Thanks for your email. As it turns out, there will be two of my employees and I. Not having a fixed schedule is totally fine. We'll definitely want to meet with you and the IT team to learn more about the existing systems and data, data transfer, etc. We will also want to meet with your review prosecutors and the clerical staff that support them. Then it would be useful to meet with other units that are creating data that end up in the CMS. But we can take it in stride. Should we plan to arrive around 9-9:30 on June 5?

Best,

Greg

On Jun 2, 2023, at 8:18 AM, Johnson. Joanie (DA) <johnsonj@sacda.org> wrote:

Hi Greg,

I am not sure if you have been in touch with Scott, but I spoke to him last week and he stated that we are not going to have a set schedule for when you guys come out here. The one meeting you have been requested to attend is the executive meeting on 6/5/23 at 10am (901 G Street, John Price Conference Room, Sacramento, CA 95814). All other individuals you are going to meet with have been told to be available both days. I will be in the office starting at 8:30am. If you arrive early, I will be in the office and can assist. I always have my cell on me, please don't hesitate to reach out. 707-290-4956.

Thanks,

Joanie

<image001.png> **Joanie Johnson** | |Administrative Services Officer III

Sacramento County District Attorney's Office

901 G Street | Sacramento, CA 95814

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From: Johnson. Joanie (DA)
Sent: Friday, June 2, 2023 9:44 AM
To: Greg DeAngelo
Subject: RE: 6/5-6/23 - Sacramento DA's Office Visit

Thank you, have a great weekend too. See you then.

Sincerely,
Joanie



Joanie Johnson | | Administrative Services Officer III
Sacramento County District Attorney's Office
901 G Street | Sacramento, CA 95814
916.875.1075 | JohnsonJ@sacda.org
- *Semper Justitia*

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Joanie Johnson | | Administrative Services Officer III

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Joanie



Joanie Johnson | Administrative Services Officer III
Sacramento County District Attorney's Office
901 G Street | Sacramento, CA 95814
916.875.1075 | JohnsonJ@sacda.org
- *Semper Justitia*

From: Greg DeAngelo <gregory.deangelo@gmail.com>
Sent: Wednesday, May 31, 2023 3:31 PM
To: Black. John (DA)
Subject: Re: Updated Contract

Hi John,

Could you please send via docusign? That is certainly easiest on my end. The updated contract looks good to me.

Best,
Greg

On Wed, May 31, 2023 at 8:25 AM Black. John (DA) <BlackJ@sacda.org> wrote:

Hi Greg

Please find attached the updated contact. If you approved can you please sign and send me back a scanned copy? We can also send through DocuSign if needed. Please let me know if you have any questions.

Thank you



John Black | Chief, Administrative & Fiscal Services

Sacramento County District Attorney's Office

901 G Street | Sacramento, CA 95814

916.874.5126 | blackj@sacda.org

- *Semper Justitia*

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From: Black. John (DA)
Sent: Wednesday, May 31, 2023 8:26 AM
To: Greg DeAngelo
Subject: Updated Contract
Attachments: SICURO DATA ANALYTICS-CONTRACT TEMPLATE - SAC COUNTY DA_- REVISED 5-30-23 (MB).pdf

Hi Greg

Please find attached the updated contract. If you approved can you please sign and send me back a scanned copy? We can also send through DocuSign if needed. Please let me know if you have any questions.

Thank you



John Black | Chief, Administrative & Fiscal Services
Sacramento County District Attorney's Office
901 G Street | Sacramento, CA 95814
916.874.5126 | blackj@sacda.org
- *Semper Justitia*

AGREEMENT

THIS AGREEMENT is made and entered into as of this ____ day of _____ 2023, by and between the COUNTY OF SACRAMENTO, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and **SICURO DATA ANALYTICS, LLC** a **Limited Liability Corporation** hereinafter referred to as "CONTRACTOR."

RECITALS

WHEREAS, the scope of the contract will allow the DA's Office to comply with Assembly Bill 2542 (2020) or the Racial Justice Act (now codified as Penal Code section 745).

WHEREAS, Sicuro Data Analytics has been working with several district attorney offices in California to assist in the complex analysis that is needed to ensure prosecutorial fairness.

WHEREAS, pursuant to Sacramento County Code section 2.61.440, the department or agency which has authority to execute this Agreement on behalf of COUNTY has authority to amend this Agreement so as to increase the maximum payment amount, provided that such increase does not exceed the lesser of ten percent (10%) of the annual payment amount or \$25,000.

WHEREAS, COUNTY AND CONTRACTOR desire to enter into this Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, COUNTY and CONTRACTOR agree as follows:

I. SCOPE OF SERVICES

CONTRACTOR shall provide services in the amount, type and manner described in Exhibit A, which is attached hereto and incorporated herein.

II. TERM

This Agreement shall be effective and commence as of the date first written above and shall end on **May 9, 2026**.

III. NOTICE

Any notice, demand, request, consent, or approval that either party hereto may or is required to give the other pursuant to this Agreement shall be in writing and shall be either personally delivered or sent by mail, addressed as follows:

TO COUNTY

**Thien Ho, District Attorney
901 G Street
Sacramento, CA 95814**

TO CONTRACTOR

**Gregory DeAngelo, President
317 West Ventura Blvd. #1041
Camarillo, CA 93010**

Either party may change the address to which subsequent notice and/or other communications can be sent by giving written notice designating a change of address to the other party, which shall be effective upon receipt.

IV. COMPLIANCE WITH LAWS

CONTRACTOR shall observe and comply with all applicable Federal, State, and County laws, regulations and ordinances.

V. GOVERNING LAWS AND JURISDICTION

This Agreement shall be deemed to have been executed and to be performed within the State of California and shall be construed and governed by the internal laws of the State of California. Any legal proceedings arising out of or relating to this Agreement shall be brought in Sacramento County, California.

VI. LICENSES, PERMITS AND CONTRACTUAL GOOD STANDING

- A. CONTRACTOR shall possess and maintain all necessary licenses, permits, certificates and credentials required by the laws of the United States, the State of California, County of Sacramento and all other appropriate governmental agencies, including any certification and credentials required by COUNTY. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement by COUNTY.
- B. CONTRACTOR further certifies to COUNTY that it and its principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, State or county government contracts. Contractor certifies that it shall not contract with a Subcontractor that is so debarred or suspended.

VII. PERFORMANCE STANDARDS

CONTRACTOR shall perform its services under this Agreement in accordance with the industry and/or professional standards applicable to CONTRACTOR'S services.

VIII. OWNERSHIP OF WORK PRODUCT

All technical data, evaluations, plans, specifications, reports, documents, or other work products developed by CONTRACTOR hereunder shall be the exclusive property of COUNTY and shall be delivered to COUNTY upon completion of the services authorized hereunder. CONTRACTOR may retain copies thereof for its files and internal use. Publication of the information directly derived from work performed or data obtained in connection with services rendered under this Agreement must first be approved in writing by COUNTY. COUNTY recognizes that all technical data, evaluations, plans, specifications, reports, and other work products are instruments of CONTRACTOR'S services and are not designed for use other than what is intended by this Agreement.

IX. STATUS OF CONTRACTOR

- A. It is understood and agreed that Contractor (including contractor's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto. Contractor's assigned personnel shall not be entitled to any benefits payable to employees of County. County is not required to make any deductions or withholdings from the compensation payable to Contractor under the provisions of this agreement; and as an independent contractor, Contractor hereby indemnifies and holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this agreement.
- B. It is further understood and agreed by the parties hereto that Contractor in the performance of its obligation hereunder is subject to the control or direction of County as to the designation of tasks to be performed, the results to be accomplished by the services hereunder agreed to be rendered and performed, and not the means, methods, or sequence used by Contractor for accomplishing the results.
- C. If, in the performance of this agreement, any third persons are employed by Contractor, such person shall be entirely and exclusively under the direction, supervision, and control of Contractor. All terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by Contractor, and the County shall have no right or authority over such persons or the terms of such employment.
- D. It is further understood and agreed that as an independent contractor and not an employee of County, neither the Contractor nor Contractor's assigned personnel shall have any entitlement as a County employee, right to act on behalf of County in any capacity whatsoever as agent, nor to bind County to any obligation whatsoever. Contractor shall not be covered by worker's compensation; nor shall Contractor be entitled to compensated sick leave, vacation leave, retirement entitlement, participation in group health, dental, life and other insurance

programs, or entitled to other fringe benefits payable by the County to employees of the County.

- E. It is further understood and agreed that Contractor must issue W-2 and 941 Forms for income and employment tax purposes, for all of contractors assigned personnel under the terms and conditions of this agreement.

X. CONTRACTOR IDENTIFICATION

CONTRACTOR shall provide the COUNTY with the following information for the purpose of compliance with California Unemployment Insurance Code section 1088.8 and Sacramento County Code Chapter 2.160: CONTRACTOR'S name, address, telephone number, social security number, and whether dependent health insurance coverage is available to CONTRACTOR.

XI. COMPLIANCE WITH CHILD, FAMILY AND SPOUSAL SUPPORT REPORTING OBLIGATIONS

- A. CONTRACTOR's failure to comply with state and federal child, family and spousal support reporting requirements regarding a contractor's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family and spousal support obligations shall constitute a default under this Agreement.
- B. CONTRACTOR's failure to cure such default within 90 days of notice by COUNTY shall be grounds for termination of this Agreement.

XII. BENEFITS WAIVER

If CONTRACTOR is unincorporated, CONTRACTOR acknowledges and agrees that CONTRACTOR is not entitled to receive the following benefits and/or compensation from COUNTY: medical, dental, vision and retirement benefits, life and disability insurance, sick leave, bereavement leave, jury duty leave, parental leave, or any other similar benefits or compensation otherwise provided to permanent civil service employees pursuant to the County Charter, the County Code, the Civil Service Rule, the Sacramento County Employees' Retirement System and/or any and all memoranda of understanding between COUNTY and its employee organizations. Should CONTRACTOR or any employee or agent of CONTRACTOR seek to obtain such benefits from COUNTY, CONTRACTOR agrees to indemnify and hold harmless COUNTY from any and all claims that may be made against COUNTY for such benefits.

XIII. RETIREMENT BENEFITS/STATUS

CONTRACTOR acknowledges and agrees that COUNTY has not made any representations regarding entitlement, eligibility for and/or right to receive ongoing Sacramento County Employee Retirement System (SCERS) retirement benefits during the term of this Agreement. By entering into this Agreement, CONTRACTOR assumes sole and exclusive responsibility for any consequences, impacts or action relating to such retirement benefits that is or will be occasioned as a result of the services provided by CONTRACTOR under this Agreement. CONTRACTOR waives any rights to proceed against COUNTY should SCERS modify or terminate retirement benefits based on CONTRACTOR's provision of services under this Agreement.

XIV. CONFLICT OF INTEREST

CONTRACTOR and CONTRACTOR's officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property or source of income which could be financially affected by or otherwise conflict in any manner or degree with the performance of services required under this Agreement.

XV. LOBBYING AND UNION ORGANIZATION ACTIVITIES

- A. CONTRACTOR shall comply with all certification and disclosure requirements prescribed by Section 319, Public Law 101-121 (31 U.S.C. § 1352) and any implementing regulations.
- B. If services under this Agreement are funded with state funds granted to COUNTY, CONTRACTOR shall not utilize any such funds to assist, promote or deter union organization by employees performing work under this Agreement and shall comply with the provisions of Government Code Sections 16645 through 16649.

XVI. GOOD NEIGHBOR POLICY

- A. CONTRACTOR shall comply with COUNTY's Good Neighbor Policy. CONTRACTOR shall establish good neighbor practices for its facilities that include, but are not limited to, the following:
 - 1. Provision of parking adequate for the needs of its employees and service population;
 - 2. Provision of adequate waiting and visiting areas;
 - 3. Provision of adequate restroom facilities located inside the facility;
 - 4. Implementation of litter control services;

5. Removal of graffiti within seventy-two hours;
 6. Provision for control of loitering and management of crowds;
 7. Maintenance of facility grounds, including landscaping, in a manner that is consistent with the neighborhood in which the facility is located;
 8. Participation in area crime prevention and nuisance abatement efforts; and
 9. Undertake such other good neighbor practices as determined appropriate by COUNTY, based on COUNTY's individualized assessment of CONTRACTOR's facility, services and actual impacts on the neighborhood in which such facility is located.
- B. CONTRACTOR shall identify, either by sign or other method as approved by the DIRECTOR, a named representative who shall be responsible for responding to any complaints relating to CONTRACTOR's compliance with the required good neighbor practices specified in this Section. CONTRACTOR shall post the name and telephone number of such contact person on the outside of the facility, unless otherwise advised by DIRECTOR.
- C. CONTRACTOR shall comply with all applicable public nuisance ordinances.
- D. CONTRACTOR shall establish an ongoing relationship with the surrounding businesses, law enforcement and neighborhood groups and shall be an active member of the neighborhood in which CONTRACTOR's site is located.
- E. If COUNTY finds that CONTRACTOR has failed to comply with the Good Neighbor Policy, COUNTY shall notify CONTRACTOR in writing that corrective action must be taken by CONTRACTOR within a specified time frame. If CONTRACTOR fails to take such corrective action, COUNTY shall take such actions as are necessary to implement the necessary corrective action. COUNTY shall deduct any actual costs incurred by COUNTY when implementing such corrective action from any amounts payable to CONTRACTOR under this Agreement.
- F. CONTRACTOR's continued non-compliance with the Good Neighbor Policy shall be grounds for termination of this Agreement and may also result in ineligibility for additional or future contracts with COUNTY.

XVII. NONDISCRIMINATION IN EMPLOYMENT, SERVICES, BENEFITS AND FACILITIES

- A. CONTRACTOR agrees and assures COUNTY that CONTRACTOR and any subcontractors shall comply with all applicable federal, state, and local Anti-discrimination laws, regulations, and ordinances and to not unlawfully discriminate, harass, or allow harassment against any employee, applicant for employment, employee or agent of COUNTY, or recipient of services contemplated to be provided or provided under this Agreement, because of race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age (over 40), medical condition (including HIV and AIDS), or physical or mental disability. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment, the treatment of COUNTY employees and agents, and recipients of services are free from such discrimination and harassment.
- B. CONTRACTOR represents that it is in compliance with and agrees that it will continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), the Fair Employment and Housing Act (Government Code §§ 12900 et seq.), and regulations and guidelines issued pursuant thereto.
- C. CONTRACTOR agrees to compile data, maintain records and submit reports to permit effective enforcement of all applicable antidiscrimination laws and this provision.
- D. CONTRACTOR shall include this nondiscrimination provision in all subcontracts related to this Agreement.

XVIII. INDEMNIFICATION

To the fullest extent permitted by law, for work or services provided under this Agreement, CONTRACTOR shall indemnify, defend, including with counsel reasonably acceptable to County, and hold harmless County, its governing Board, officers, directors, officials, employees, and authorized volunteers and agents (collectively "Indemnified Parties"), from and against any and all claims, demands, actions, losses, liabilities, damages, and all expenses and costs incidental thereto (collectively "Claims"), including cost of defense, settlement, arbitration, and reasonable attorneys' fees, resulting from injuries to or death of persons, including but not limited to employees of either Party hereto, and damage to or destruction of property, or loss of use or reduction in value thereof, including but not limited to the property of either Party hereto, arising out of, pertaining to, or relating to the alleged or actual error or omission, negligence, recklessness, willful misconduct, infringement of intellectual property rights, breach of trust, breach of confidentiality, unauthorized use or disclosure of data, breach of statutory or regulatory law, or other breach of its duties under this Agreement by CONTRACTOR, its employees, CONTRACTOR's sub consultants or subcontractors at any tier, or any other party for which CONTRACTOR is legally liable under law, excepting only such injury,

death, or damage, to the extent it is caused by the negligence of an Indemnified Party. CONTRACTOR shall not be liable for Claims caused by the sole negligence or willful misconduct of an Indemnified Party.

The right to defense and indemnity under this Section shall initiate upon occurrence of an event giving rise to a Claim and tendered in writing to CONTRACTOR. CONTRACTOR shall defend the Indemnified Parties with counsel reasonably acceptable to County. Notwithstanding the foregoing, County shall be entitled, on its own behalf, and at the expense of CONTRACTOR, to assume control of its defense or the defense of any Indemnified Party in any legal action, with counsel reasonably selected by it. Should County elect to initially assume control of its defense, or the defense of any Indemnified Party, it does so without prejudice to its right to subsequently require that CONTRACTOR thereafter assume control of the defense and pay all reasonable attorneys' fees and costs incurred thereby.

This indemnity obligation shall not be limited by the types and amounts of insurance or self-insurance maintained by CONTRACTOR or CONTRACTOR's sub consultants or subcontractors at any tier.

Nothing in this Indemnity obligation shall be construed to create any duty to, any standard of care with reference to, or any liability or obligation, contractual or otherwise, to any third party.

The provisions of this Indemnity obligation shall survive the expiration or termination of the Agreement.

XIX. INSURANCE

Without limiting CONTRACTOR'S indemnification, CONTRACTOR shall maintain in force at all times during the term of this Agreement and any extensions or modifications thereto, insurance as specified in Exhibit B. It is the responsibility of CONTRACTOR to notify its insurance advisor or insurance carrier(s) regarding coverage, limits, forms and other insurance requirements specified in Exhibit B. It is understood and agreed that COUNTY shall not pay any sum to CONTRACTOR under this Agreement unless and until COUNTY is satisfied that all insurance required by this Agreement is in force at the time services hereunder are rendered. Failure to maintain insurance as required in this agreement may be grounds for material breach of contract.

XX. INFORMATION TECHNOLOGY ASSURANCES

CONTRACTOR shall take all reasonable precautions to ensure that any hardware, software, and/or embedded chip devices used by CONTRACTOR in the performance of services under this Agreement, other than those owned or provided by COUNTY, shall be free from viruses. Nothing in this provision shall

be construed to limit any rights or remedies otherwise available to COUNTY under this Agreement.

Exhibit D, "Security Supplemental Terms and Conditions," is attached and incorporated by this reference. Contractor's failure to comply with the requirements in Exhibit D is a material breach of this Agreement.

XXI. CONFIDENTIALITY OF INFORMATION

All financial, statistical, personal, technical, or other data and information relative to the County's operations which are designated confidential by the County and made available to the Contractor to carry out services under this Agreement shall be protected by Contractor from unauthorized use and disclosure. Contractor shall notify County of any discovered instances of breaches of confidentiality.

Contractor agrees to maintain confidentiality of information and records as required by applicable federal, state, and local laws, regulations, and rules. Contractor shall promptly submit any and all requests, from whatever source, for copies of or access to any County confidential information.

Contractor may disclose County confidential information to its employees, agents, and subcontractors who have: (i) a need to know such confidential information in order to perform their duties under this agreement, as determined by an appropriate County official; and (ii) a legal duty to protect the County confidential information, which may arise under this Agreement or other applicable laws.

Contractor will ensure employees and subcontractors adopt and adhere to procedures to safeguard the confidentiality of such information. Contractor shall ensure that any subcontractors or agents receiving confidential information related to this Agreement agree to the same restrictions and conditions that apply to Contractor with respect to such information. Contractor agrees to hold County harmless from any breach of confidentiality, as set forth in the hold harmless provisions contained herein. Contractor shall be fully liable for the acts or omissions of its employees and subcontractors with respect to County confidential information. Any subcontract to perform services under this Agreement shall contain all provisions of this section.

Permission to disclose information on one occasion or at a public hearing held by County shall not authorize the Contractor to further disclose or disseminate such information.

Contractor shall not comment publicly regarding the Agreement or the County's actions on the same. Contractor shall not issue any news release or public relations item of any nature whatsoever regarding work performed or to be

performed under this Agreement unless prior written consent is obtained from County.

XXII. WEB ACCESSIBILITY

NOT APPLICABLE

XXIII. COMPENSATION AND PAYMENT OF INVOICES LIMITATIONS

- A. Compensation under this Agreement shall be limited to the Maximum Total Payment Amount set forth in Exhibit C, or Exhibit C as modified by COUNTY in accordance with express provisions in this Agreement.
- B. CONTRACTOR shall submit an invoice on the forms and in accordance with the procedures prescribed by COUNTY **on a monthly basis, upon completion of services**. Invoices shall be submitted to COUNTY no later than the fifteenth (15th) day of the month following the invoice period, and COUNTY shall pay CONTRACTOR within thirty (30) days after receipt of an appropriate and correct invoice.
- C. COUNTY operates on a July through June fiscal year. Invoices for services provided in any fiscal year must be submitted no later than July 31, one month after the end of the fiscal year. Invoices submitted after July 31 for the prior fiscal year shall not be honored by COUNTY unless CONTRACTOR has obtained prior written COUNTY approval to the contrary.
- D. CONTRACTOR shall maintain for four years following termination of this agreement full and complete documentation of all services and expenditures associated with performing the services covered under this Agreement. Expense documentation shall include: time sheets or payroll records for each employee; receipts for supplies; applicable subcontract expenditures; applicable overhead and indirect expenditures.
- E. In the event CONTRACTOR fails to comply with any provisions of this Agreement, COUNTY may withhold payment until such non-compliance has been corrected.

XXIV. LEGAL TRAINING INFORMATION

If under this Agreement CONTRACTOR is to provide training of County personnel on legal issues, then CONTRACTOR shall submit all training and program material for prior review and written approval by County Counsel. Only those materials approved by County Counsel shall be utilized to provide such training.

XXV. SUBCONTRACTS, ASSIGNMENT

- A. CONTRACTOR shall obtain prior written approval from COUNTY before subcontracting any of the services delivered under this Agreement. CONTRACTOR remains legally responsible for the performance of all contract terms including work performed by third parties under subcontracts. Any subcontracting will be subject to all applicable provisions of this Agreement. CONTRACTOR shall be held responsible by COUNTY for the performance of any subcontractor whether approved by COUNTY or not.
- B. This Agreement is not assignable by CONTRACTOR in whole or in part, without the prior written consent of COUNTY.

XXVI. AMENDMENT AND WAIVER

Except as provided herein, no alteration, amendment, variation, or waiver of the terms of this Agreement shall be valid unless made in writing and signed by both parties. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent, or any other right hereunder. No interpretation of any provision of this Agreement shall be binding upon COUNTY unless agreed in writing by DIRECTOR and counsel for COUNTY.

This Agreement may be amended to increase the maximum payment amount: provided, however, that such increase shall not exceed the lesser of ten percent (10%) of the annual payment amount under this Agreement or \$25,000.

XXVII. SUCCESSORS

This Agreement shall bind the successors of COUNTY and CONTRACTOR in the same manner as if they were expressly named.

XXVIII. TIME

Time is of the essence of this Agreement.

XXIX. INTERPRETATION

This Agreement shall be deemed to have been prepared equally by both of the parties, and the Agreement and its individual provisions shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

XXX. DIRECTOR

As used in this Agreement, "DIRECTOR" shall mean the District Attorney or the Office of the District Attorney or his/her designee.

XXXI. DISPUTES

In the event of any dispute arising out of or relating to this Agreement, the parties shall attempt, in good faith, to promptly resolve the dispute mutually between themselves. Pending resolution of any such dispute, CONTRACTOR shall continue without delay to carry out all its responsibilities under this Agreement unless the Agreement is otherwise terminated in accordance with the Termination provisions herein. COUNTY shall not be required to make payments for any services that are the subject of this dispute resolution process until such dispute has been mutually resolved by the parties. If the dispute cannot be resolved within 15 calendar days of initiating such negotiations or such other time period as may be mutually agreed to by the parties in writing, either party may pursue its available legal and equitable remedies, pursuant to the laws of the State of California. Nothing in this Agreement or provision shall constitute a waiver of any of the government claim filing requirements set forth in Title 1, Division 3.6, of the California Government Code or as otherwise set forth in local, state and federal law.

XXXII. TERMINATION

- A. COUNTY may terminate this Agreement without cause upon thirty (30) days written notice to the other party. Notice shall be deemed served on the date of mailing. If notice of termination for cause is given by COUNTY to CONTRACTOR and it is later determined that CONTRACTOR was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to this paragraph (A).
- B. COUNTY may terminate this Agreement for cause immediately upon giving written notice to CONTRACTOR should CONTRACTOR materially fail to perform any of the covenants contained in this Agreement in the time and/or manner specified. In the event of such termination, COUNTY may proceed with the work in any manner deemed proper by COUNTY. If notice of termination for cause is given by COUNTY to CONTRACTOR and it is later determined that CONTRACTOR was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph (A) above.
- C. COUNTY may terminate or amend this Agreement immediately upon giving written notice to CONTRACTOR, 1) if advised that funds are not available from external sources for this Agreement or any portion thereof, including if distribution of such funds to the County is suspended or delayed; 2) if funds for the services and/or programs provided pursuant to this Agreement are not appropriated by the State; 3) if funds in COUNTY's yearly proposed and/or final budget are not

appropriated by COUNTY for this Agreement or any portion thereof; or 4) if funds that were previously appropriated for this Agreement are reduced, eliminated, and/or re-allocated by COUNTY as a result of mid-year budget reductions.

- D. If this Agreement is terminated under paragraph A or C above, CONTRACTOR shall only be paid for any services completed and provided prior to notice of termination. In the event of termination under paragraph A or C above, CONTRACTOR shall be paid an amount which bears the same ratio to the total compensation authorized by the Agreement as the services actually performed bear to the total services of CONTRACTOR covered by this Agreement, less payments of compensation previously made. In no event, however, shall COUNTY pay CONTRACTOR an amount which exceeds a pro rata portion of the Agreement total based on the portion of the Agreement term that has elapsed on the effective date of the termination.
- E. CONTRACTOR shall not incur any expenses under this Agreement after notice of termination and shall cancel any outstanding expenses obligations to a third party that CONTRACTOR can legally cancel.
- F. Economic Sanctions: Pursuant to California State Executive Order N-6-22 (Order) imposing economic sanctions against Russia and declaring support of Ukraine, County shall terminate any contract with any individual or entity that is in violation of the Order or that is subject to economic sanctions therein, and shall not enter a contract with any such individual or entity while the Order is in effect.

XXXIII. REPORTS

- A. CONTRACTOR shall, without additional compensation therefor, make fiscal, program evaluation, progress, and such other reports as may be reasonably required by DIRECTOR concerning CONTRACTOR's activities as they affect the contract duties and purposes herein. COUNTY shall explain procedures for reporting the required information.
- B. CONTRACTOR agrees that, pursuant to Government Code section 7522.56, CONTRACTOR shall make best efforts to determine if any of its employees or new hires providing direct services to the county are members of the Sacramento County Employees' Retirement System (SCERS). CONTRACTOR further agrees that it shall make a report bi-annually (due no later than January 31st and July 31st) to the COUNTY with a list of its employees that are members of SCERS along with the total number of hours worked during the previous 6 months. This report shall be forwarded to where Notice is sent pursuant to Roman numeral III of this Agreement.

XXXIV. AUDITS AND RECORDS

Upon COUNTY's request, COUNTY or its designee shall have the right at reasonable times and intervals to audit, at CONTRACTOR's premises, CONTRACTOR's financial and program records as COUNTY deems necessary to determine CONTRACTOR's compliance with legal and contractual requirements and the correctness of claims submitted by CONTRACTOR. CONTRACTOR shall maintain such records for a period of four years following termination of the Agreement, and shall make them available for copying upon COUNTY's request at COUNTY's expense. COUNTY shall have the right to withhold any payment under this Agreement until CONTRACTOR has provided access to CONTRACTOR's financial and program records related to this Agreement.

XXXV. PRIOR AGREEMENTS

This Agreement constitutes the entire contract between COUNTY and CONTRACTOR regarding the subject matter of this Agreement. Any prior agreements, whether oral or written, between COUNTY and CONTRACTOR regarding the subject matter of this Agreement are hereby terminated effective immediately upon full execution of this Agreement.

XXXVI. SEVERABILITY

If any term or condition of this Agreement or the application thereof to any person(s) or circumstance is held invalid or unenforceable, such invalidity or unenforceability shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Agreement are declared severable.

XXXVII. FORCE MAJEURE

Neither CONTRACTOR nor COUNTY shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism, or other disasters, whether or not similar to the foregoing, and acts or omissions or failure to cooperate of the other party or third parties (except as otherwise specifically provided herein).

XXXVIII. SURVIVAL OF TERMS

All services performed and deliverables provided pursuant to this Agreement are subject to all of the terms, conditions, price discounts and rates set forth herein,

notwithstanding the expiration of the initial term of this Agreement or any extension thereof. Further, the terms, conditions and warranties contained in this Agreement that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Agreement shall so survive.

XXXIX. DUPLICATE COUNTERPARTS

This Agreement may be executed in duplicate counterparts. The Agreement shall be deemed executed when it has been signed by both parties.

Signatures scanned and transmitted electronically shall be deemed original signatures for purposes of this Agreement, with such scanned signatures having the same legal effect as original signatures. This Agreement may be executed through the use of an electronic signature and will be binding on each party as if it were physically executed.

XL. AUTHORITY TO EXECUTE

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement for or on behalf of the parties to this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first written above.

**COUNTY OF SACRAMENTO, a
political subdivision of the State
of California**

SICURO DATA ANALYTICS, LLC

By _____ Thien Ho By _____ Gregory DeAngelo
District Attorney President, Sicuro Data Analytics, LLC

Date: _____ Date: _____

CONTRACT AND CONTRACTOR TAX STATUS
REVIEWED AND APPROVED BY COUNTY COUNSEL

By: _____ Date: _____

**EXHIBIT A to Agreement
between the COUNTY OF SACRAMENTO,
hereinafter referred to as "COUNTY" or "Client," and
SICURO DATA ANALYTICS, LLC, hereinafter referred to as "CONTRACTOR" or
"Consultant"**

SCOPE OF SERVICES

I. SERVICE LOCATION

**District Attorney's Office
901 G Street
Sacramento, CA 95814**

II. DESCRIPTION OF SERVICES

Assembly Bill 2542 (2020), or the Racial Justice Act (now codified as Penal Code section 745), was enacted. Penal Code section 745 provides remedies to defendants who allege disparate treatment based on race, ethnicity, or national origin. To establish whether disparate treatment has been established, either party can present evidence including, but not limited to, statistical evidence or aggregate data. Such evidence can be used to establish whether there are significant differences in charges or convictions when comparing individuals who have engaged in "similar conduct" and are "similarly situated," and where the prosecution cannot establish race-neutral reasons for the disparity. (See Pen. C. § 745 (h)(1).)

The Consultant will perform the following work.

A statistical analysis of criminal charging and outcomes, as outlined in the Racial Justice Act, for the County in three (3) phases. The work associated with each phase is detailed below.

Phase 1 – Expected Completion: 3-6 months

Phase 1 of the Racial Justice Act analysis will involve the ingestion of data from the Client. The list of data elements and fields required to perform the analysis will be developed by the Consultant through meetings with the Client. Upon receiving the data housed in the Client's case management system, the Consultant will engage in several steps to ensure full comprehension of the data:

- 1) Convert database files (e.g., mdf, bak, etc.) into flat files (csv)
- 2) Reconstruct case management system with flat files
- 3) Reshape data at the case-defendant level
- 4) Conduct a data audit to identify data gaps

Upon completion of these steps, the Consultant will prepare a data audit report that will outline key missing components in the existing data files that have been provided. The Consultant will then work with the Client to identify additional, internal databases that could contain the missing data features as well as external locations where missing data are maintained (e.g., court databases). Finally, the Consultant will develop a plan for backfilling missing content and prepare a *Phase 1 Completion Report* that outlines the steps taken to construct an analytically usable database and what will be needed to backfill missing content to develop a comprehensive data set in Phase 2.

Upon completion of a signed contract, the Consultant will prepare a visit to the Client's office to meet with various members of the district attorney's office, including the database management team, clerical staff, chief ADAs, and any other pertinent staff.

After the transfer of data occurs, the Consultant will convert database files into flat files and reconstruct the case management system. The Consultant will identify errors and issues that arise in the process of merging and appending flat files to reconstruct the case management system. This process typically involves several virtual meetings with members of the database management team.

After reconstruction of the case management system, the Consultant will reshape the data at the case-defendant level. Again, this process typically involves several virtual meetings with members of the database management team.

A data audit and written report will then be completed and presented to the County.

Phase 2 – Expected Completion: 4-6 months

Based on the findings of the data audit, the Consultant will devise a plan for backfilling content that is either incorrectly included or altogether omitted in the case management system. This typically involves working with the County to provide access to court records where content can be accessed, crawled, extracted, and then backfilled into the case management system that the Consultant has reconstructed.

Based on the format of the data accessed from the courts, the Consultant will construct a set of code to access and harvest the court content. Once the content has been saved locally, the Consultant will construct another set of code to extract pertinent information from the court records. These data will then be merged with the reconstructed case management system.

A report of the content that has been updated as a result of the court crawling and content extraction effort will then be produced. Additionally, the Consultant will provide the County with the updated content, which can be ingested and incorporated into the County's production case management system, should the County be interested in updating their records.

Phase 3 – Expected Completion: 6-10 months

Once the reconstructed case management system has been determined to be complete and restructured at the case-defendant level, the Consultant will begin the process of conducting the empirical analysis of the Racial Justice Act.

The first step in conducting the empirical analysis will involve conducting an average outcomes analysis. This analysis will identify different raced, but otherwise identical, defendants to determine whether disparities exist in charging practices (e.g., press any charge, charge a felony) and case outcomes (e.g., guilty outcome, sentence length). To conduct this analysis, the Consultant will identify as many observable features of a case as possible (e.g., requested charges from law enforcement agency, type of crime, division within the district attorney's office where the charges have been filed, census tract where the incident occurred, etc.), and control for criminal behavior and charging practices that have historically been associated with these geographic regions, types of crimes, law enforcement agency, etc. Upon completion of this analysis, a visual construction of any disparities will be produced for ease of readability. However, a full technical appendix and corresponding regression tables will also be produced, which are the support for any graphics that are produced.

In the second step of the empirical analysis, the Consultant will leverage as-if randomly assigned cases to deputy district attorneys to leverage randomness in case assignment and differences in prosecutor charging practices. By leveraging both the random assignment of cases to prosecutors and differences in prosecutor preferences for charging cases, the Consultant can identify the impact of harsher or more lenient charging practices on case outcomes. Importantly, with regards to the Racial Justice Act analysis, the Consultant can leverage randomly assigned cases to determine whether statistical differences in charging practices are observed for the marginal defendant, as opposed to the average defendant. Note that the marginal defendant is the defendant who had the lowest case strength but was still charged. In comparing the marginal defendant where charges were brought by a deputy district attorney across the set of cases that are randomly assigned, the Consultant can determine whether the evidentiary standard applied to defendants differs by race.

In the third step of the empirical analysis, the Consultant will conduct an outlier analysis at both the case and deputy district attorney level. The outlier analysis will generate a "norm" for the district attorney's office with regards to charging and sentencing practices, accounting for the differences that arise due to crime type, requested charges, defendant age, criminal history, etc. The Consultant will then identify instances where specific cases deviate from the office-wide norm at such a level that they are both statistically

significantly and materially different from the norm of the office. A similar analysis will be conducted at the deputy district attorney level, where the prosecuting behavior of each deputy district attorney will be compared to the norm of the entire office. Note that this analysis will be conducted for a deputy district attorney's charging behavior within each type of crime, or top charge. Thus, the Consultant will produce instances where specific cases or specific deputy district attorney charging practices within a type of crime significantly and materially differ from the norm within the office.

At the completion of each of the three components of the empirical analysis, the Consultant will present the results to the County to obtain feedback and then implement this feedback into the analysis to ensure that the report accurately reflects practices within the office and ensures fairness in the representation of the findings. Once a final set of results have been agreed upon between the Consultant and the County, a report of the findings will be produced. The report will contain two sections. The first will be intended for a general audience, using language that is understandable by non-technical readers. The second section will contain all of the technical assumptions and details utilized in supporting the figures and tables that are presented in both the first and second sections of the report.

At the completion of the Racial Justice Act analysis, a 90-120 second video storyboard will be produced. The storyboard will be a complementary feature to the reports that explain the results of the Racial Justice Act analysis. The intent of the storyboard is to produce a simple, video explanation of the results of the analysis that can be understood by non-technical viewers. The video will be hosted and exclusively owned by the Sacramento District Attorney's Office.

In addition to the data elements that have been cleaned and backfilled for the Racial Justice Analysis, the remaining data elements that are required to fulfill AB 2418 and other data elements that the district attorney's office deems critical to maintain in their case management system will also be collected. Examples of these data elements could include the custodial status of the defendant at initial appearance, whether the defendant was remanded, the size of the bail, date of release from jail, the size of the plea offer, whether the defendant was offered diversion, whether the defendant accepted diversion, etc.

Upon completion of the data cleaning and backfilling process, a publicly available interactive map of Sacramento County will be produced. The map will include numerous "layers" that are broken apart by geographic units (e.g., census tracts), which contain information about each geographic unit. The anticipated layers - which can be aggregated to the monthly, semi-annual, or annual level - will include total cases, total cases by crime type, percent of citizens by race, percent of defendants by race, percent of victims by race, average income levels, average education levels, etc. The specific layers will be finalized after a presentation of the map is given to the district attorney's office.

Two dashboards will be produced that utilize the cleaned and backfilled analytical data set. The first dashboard will be intended exclusively for internal (i.e., employees of the

district attorney's office, and possibly only management) use. The data set will produce basic descriptive information (e.g., total number of cases handled by division) as well as more complicated analytics (e.g., charging rate of similarly situated defendants) that will continuously update depending on the district attorney's preferences. The second dashboard will be intended for public consumption and can include aggregated counts of cases that are referred to the district attorney's office, files charged broken apart by crime types, disposition of cases, etc.

**EXHIBIT B to Agreement
between the COUNTY OF SACRAMENTO,
hereinafter referred to as "COUNTY," and
SICURO DATA ANALYTICS, LLC, hereinafter referred
to as "CONTRACTOR"**

INSURANCE REQUIREMENTS FOR CONTRACTORS

Without limiting CONTRACTOR's indemnification, CONTRACTOR shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the CONTRACTOR, its agents, representatives or employees. COUNTY shall retain the right at any time to review the coverage, form, and amount of the insurance required hereby. If in the opinion of the County Risk Manager, insurance provisions in these requirements do not provide adequate protection for COUNTY and for members of the public, COUNTY may require CONTRACTOR to obtain insurance sufficient in coverage, form and amount to provide adequate protection. COUNTY's requirements shall be reasonable but shall be imposed to assure protection from and against the kind and extent of risks that exist at the time a change in insurance is required.

I. VERIFICATION OF COVERAGE

CONTRACTOR shall furnish the COUNTY with certificates evidencing coverage required below. **Copies of required endorsements must be attached to provided certificates.** The County Risk Manager may approve self-insurance programs in lieu of required policies of insurance if, in the opinion of the Risk Manager, the interests of the COUNTY and the general public are adequately protected. All certificates, evidences of self-insurance, and additional insured endorsements are to be received and approved by the County before performance commences. The COUNTY reserves the right to require that CONTRACTOR provide complete, certified copies of any policy of insurance offered in compliance with these specifications.

II. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

- A. **GENERAL LIABILITY:** Insurance Services Office's Commercial General Liability occurrence coverage form CG 0001. Including, but not limited to Premises/Operations, Products/Completed Operations, Contractual, and Personal & Advertising Injury, without additional exclusions or limitations, unless approved by the County Risk Manager.

- B. AUTOMOBILE LIABILITY: Insurance Services Office's Commercial Automobile Liability coverage form CA 0001.
 - 1. Commercial Automobile Liability: auto coverage symbol "1" (any auto) for corporate/business owned vehicles. If there are no owned or leased vehicles, symbols 8 and 9 for non-owned and hired autos shall apply.
 - 2. Personal Lines automobile insurance shall apply if vehicles are individually owned.
- C. WORKERS' COMPENSATION: Statutory requirements of the State of California and Employer's Liability Insurance.
- D. PROFESSIONAL LIABILITY *with TECHNOLOGY ERRORS and OMISSIONS LIABILITY*. Insurance covering liability for losses resulting or arising from negligent acts, errors or omissions in rendering computer or information technology services or from programming errors, software performance, data damage/destruction/corruption; including without limitation, failure to perform, and loss from unauthorized access, unauthorized use, virus transmission, denial of service and loss of income from network security failures in connection with the services provided under an Agreement.
- E. UMBRELLA or Excess Liability policies are acceptable where the need for higher liability limits is noted in the Minimum Limits of Insurance and shall provide liability coverages that at least follow form over the underlying insurance requirements where necessary for Commercial General Liability, Commercial Automobile Liability, Employers' Liability, and any other liability coverage (other than Professional Liability) designated under the Minimum Scope of Insurance.
- F. CYBER LIABILITY INCLUDING ERRORS AND OMISSIONS, IDENTITY THEFT, INFORMATION SECURITY and PRIVACY INJURY LIABILITY

III. **MINIMUM LIMITS OF INSURANCE**

CONTRACTOR shall maintain limits no less than:

- A. General Liability shall be on an Occurrence basis (as opposed to Claims Made basis). Minimum limits and structure shall be:

General Aggregate:	\$2,000,000
Products Comp/Op Aggregate:	\$2,000,000
Personal & Adv. Injury:	\$1,000,000

Each Occurrence:	\$1,000,000
Fire Damage:	\$ 100,000

B. AUTOMOBILE LIABILITY:

1. Commercial Automobile Liability for Corporate/business owned vehicles including non-owned and hired, \$1,000,000 Combined Single Limit.
2. Personal Lines Automobile Liability for Individually owned vehicles, \$250,000 per person, \$500,000 each accident, \$100,000 property damage.

C. WORKERS' COMPENSATION: Statutory.

- D. EMPLOYER'S LIABILITY:** \$1,000,000 per accident for bodily injury or disease.

- E. PROFESSIONAL LIABILITY OR ERRORS AND OMISSIONS LIABILITY:** \$2,000,000 per claim and aggregate.

- F. CYBER LIABILITY INCLUDING ERRORS AND OMISSIONS, IDENTITY THEFT, INFORMATION SECURITY and PRIVACY INJURY LIABILITY:** The minimum limits shall be not less than \$2,000,000 per claim or incident and \$2,000,000 aggregate. Coverage shall include but is not limited to: Third party injury or damage (including loss or corruption of data) arising from a negligent act, error or omission or a data breach.

Defense, indemnity and legal costs associated with regulatory breach (including HIPAA), negligence or breach of contract.

Administrative expenses for forensic expenses and legal services.

Crisis management expenses for printing, advertising, mailing of materials and travel costs of crisis management firm, including notification expenses.

Identity event service expenses for identity theft education, assistance, credit file monitoring to mitigate effects of personal identity event, post event services.

IV. DEDUCTIBLES AND SELF-INSURED RETENTION

Any deductibles or self-insured retention that apply to any insurance required by this Agreement must be declared and approved by the COUNTY.

V. CLAIMS MADE PROFESSIONAL LIABILITY INSURANCE

If professional liability coverage is written on a Claims Made form:

- A. The "Retro Date" must be shown, and must be on or before the date of the Agreement or the beginning of Agreement performance by CONTRACTOR.
- B. Insurance must be maintained and evidence of insurance must be provided for at least one (1) year after completion of the Agreement.
- C. If coverage is cancelled or non-renewed, and not replaced with another claims made policy form with a "Retro Date" prior to the contract effective date, the CONTRACTOR must purchase "extended reporting" coverage for a minimum of one (1) year after completion of the Agreement.

VI. OTHER INSURANCE PROVISIONS

The insurance policies required in this Agreement are to contain, or be endorsed to contain, as applicable, the following provision:

- A. All Policies:
 - 1. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII. The County Risk Manager may waive or alter this requirement, or accept self-insurance in lieu of any required policy of insurance if, in the opinion of the Risk Manager, the interests of the COUNTY and the general public are adequately protected.
 - 2. MAINTENANCE OF INSURANCE COVERAGE: The Contractor shall maintain all insurance coverages and limits in place at all times and provide the County with evidence of each policy's renewal ten (10) days in advance of its anniversary date.

Contractor is required by this Agreement to immediately notify County if they receive a communication from their insurance carrier or agent that any required insurance is to be canceled, non-renewed, reduced in scope or limits or otherwise materially changed. Contractor shall provide evidence that such cancelled or non-renewed or otherwise materially changed insurance has been replaced or its cancellation notice withdrawn without any interruption in coverage, scope or limits. Failure to maintain required insurance in force shall be considered a material breach of the Agreement.

VII. COMMERCIAL GENERAL LIABILITY AND/OR COMMERCIAL AUTOMOBILE

LIABILITY

- A. **ADDITIONAL INSURED STATUS:** The COUNTY, its officers, directors, officials, employees, and volunteers are to be endorsed as additional insureds as respects: liability arising out of activities performed by or on behalf of the CONTRACTOR; products and completed operations of the CONTRACTOR; premises owned, occupied or used by the CONTRACTOR; or automobiles owned, leased, hired or borrowed by the CONTRACTOR. The coverage shall contain no endorsed limitations on the scope of protection afforded to the COUNTY, its officers, directors, officials, employees, or volunteers.
- B. **CIVIL CODE PROVISION:** Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.
- C. **PRIMARY INSURANCE:** For any claims related to this Agreement, the CONTRACTOR's insurance coverage shall be endorsed to be primary insurance as respects the COUNTY, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, directors, officials, employees, or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- D. **SEVERABILITY OF INTEREST:** The CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- E. **SUBCONTRACTORS:** CONTRACTOR shall be responsible for the acts and omissions of all its subcontractors and additional insured endorsements as provided by CONTRACTORs subcontractor.

VIII. WORKERS' COMPENSATION

Workers' Compensation Waiver of Subrogation: The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against the COUNTY, its officers, directors, officials, employees, agents or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by the CONTRACTOR. Should CONTRACTOR be self-insured for workers' compensation, CONTRACTOR hereby agrees to waive its right of subrogation against COUNTY, its officers, directors, officials, employees, agents or volunteers.

IX. PROPERTY

Course of Construction (COC) Waiver of Subrogation: Any Course of Construction (COC) policies maintained by the CONTRACTOR in performance of the Agreement shall contain the following provisions:

1. The COUNTY shall be named as loss payee.
2. The Insurer shall waive all rights of subrogation against the COUNTY.

Inland Marine Waiver of Subrogation: Any Inland Marine insurance policies maintained by the CONTRACTOR in performance of the Agreement shall be endorsed to state that the insurer shall waive all rights of subrogation against the COUNTY.

X. NOTIFICATION OF CLAIM

If any claim for damages is filed with CONTRACTOR or if any lawsuit is instituted against CONTRACTOR, that arise out of or are in any way connected with CONTRACTOR's performance under this Agreement and that in any way, directly or indirectly, contingently or otherwise, affect or might reasonably affect COUNTY, CONTRACTOR shall give prompt and timely notice thereof to COUNTY. Notice shall be prompt and timely if given within thirty (30) days following the date of receipt of a claim or ten (10) days following the date of service of process of a lawsuit.

**EXHIBIT C to Agreement
between the COUNTY OF SACRAMENTO
hereinafter referred to as "COUNTY,"
and SICURO DATA ANALYTICS, LLC
hereinafter referred to as "CONTRACTOR"**

BUDGET REQUIREMENTS

I. MAXIMUM PAYMENT TO CONTRACTOR

The Maximum Total Payment Amount under this Agreement is: \$600,000.

II. BUDGET

The Budget for this Agreement is outlined below:

Data ingestion, data audit, data backfilling and updating, development of full criminal histories, systematic RJA analysis of charging decisions (phase 1) and sentencing outcomes (phase 2) - \$400,000*

Individual-level prosecutor RJA analysis - \$40,000

Storyboard associated with any desired reports - \$20,000 per storyboard (this is the cost charged to Sicuro, which we can subcontract or put you in direct contact with the company)

Publicly available interactive crime, defendant, victim maps with layers for race of population, income of population, etc. at census tract or block group levels - \$30,000

Crime trajectory analyses, which includes the development of individual typologies and associated risk factors - \$25,000

Preparation of AB 2418 data elements (that are outside the scope of the RJA analysis) - \$50,000*

Internal or external dashboards that automate reporting and technical analytics - \$30,000 - \$50,000 depending on desired elements

Automation of reporting - discuss ongoing pricing

Handling of CPRA requests - discuss ongoing pricing

**EXHIBIT D to Agreement between the COUNTY OF SACRAMENTO,
hereinafter referred to as "COUNTY," and
SICURO DATA ANALYTICS, LLC, hereinafter referred
to as "CONTRACTOR"**

Security Supplemental Terms and Conditions

I. DEFINITIONS

- a. **Application Programming Interface (API):** A set of functions and procedures allowing the creation of applications that access the features or data of an operating system, application, or other service.
- b. **CONTRACTOR:** The contractor and its employees, subcontractors, agents and affiliates who are providing the services agreed to under this Agreement.
- c. **COUNTY Data:** All data created or in any way originating with the COUNTY, and all data that is the output of computer processing or other electronic manipulation of any data that was created by or in any way originated with the COUNTY, whether such data or output is stored on the COUNTY's hardware, the CONTRACTOR's hardware, hardware owned by subcontractors of the CONTRACTOR, or exists in any system owned, maintained or otherwise controlled by the COUNTY, the CONTRACTOR, or subcontractors of the CONTRACTOR.
- d. **Data Breach:** The misappropriation of COUNTY Data in the custody of the CONTRACTOR or the compromise of the security, confidentiality or integrity of the COUNTY Data Processing System maintained by the CONTRACTOR.
- e. **Internet Protocol (IP) address:** A numerical label assigned to each device connected to a computer network that uses the Internet Protocol for communication.

II. COUNTY Contacts:

The person or persons designated below in writing by the COUNTY/CONTRACTOR to receive Security Incident or breach notification.

Role	COUNTY OF SACRAMENTO	Contact Information
Approving Official/CISO	Michael Ishii	Desk: (916) 874-1202 IshiiM@sacda.org
Reporting/Information Security	Information Security Office (ISO)	Desk: (916) 874-1653 InformationSecurityOffice@sacda.org

III. NON-DISCLOSURE

The CONTRACTOR shall require commercially reasonable non-disclosure agreements with applicable employees and subcontractors, and limit COUNTY Data knowledge to that which is necessary to perform job duties involved in the performance of this Agreement.

IV. DATA OWNERSHIP

- a. The COUNTY solely and exclusively owns and retains all rights, title and interest, whether express or implied, in and to any and all COUNTY data. CONTRACTOR neither has nor acquires, any right, title or interest, whether express or implied, in and to COUNTY Data.
- b. CONTRACTOR will only use COUNTY data for the purposes set forth in this Agreement. CONTRACTOR will only access COUNTY data as necessary for performance of this Agreement. CONTRACTOR will not access COUNTY user accounts except to respond to service or technical problems or at the COUNTY's specific request.
- c. All COUNTY data, including copies, summaries and derivative works thereof, must be remitted, in a mutually agreeable format and media, to the COUNTY by the CONTRACTOR upon request or upon completion, termination or cancellation of this Agreement. The foregoing sentence does not apply if the COUNTY Chief Information Security Officer or delegate authorizes in writing the CONTRACTOR to sanitize and/or destroy the data in a manner acceptable to the COUNTY and the

CONTRACTOR certifies in writing the sanitization and/or destruction of the data.

- d. Within 90 days following any remittance of COUNTY Data to the COUNTY, CONTRACTOR shall, unless otherwise instructed by the COUNTY in writing, sanitize and/or destroy any remaining data in a manner acceptable to the COUNTY, and certify in writing that the sanitization and/or destruction of the data has occurred. Any such remittance, sanitization or destruction will be at the CONTRACTOR's sole cost and expense.

V. DATA LOCATION

- a. The CONTRACTOR shall provide its services to the COUNTY solely from data centers in the United States (U.S.). Storage of COUNTY Data at rest shall be located solely in data centers in the U.S. The CONTRACTOR shall not allow its personnel or contractors to store COUNTY Data on portable devices, including but not limited to personal computers, except for devices that are used and kept only at its U.S. data centers and used for this Agreement. The CONTRACTOR shall permit its personnel and contractors to access COUNTY Data remotely only as required to provide technical support. The CONTRACTOR may provide technical user support on a 24/7 basis using a follow-the-sun model, unless otherwise prohibited in this Agreement.
- b. CONTRACTOR must notify the County **in writing within 48 hours** of any location changes to CONTRACTOR data center(s) that will process or store COUNTY data. Notice should be made to both ITSEC@Sacramento.ca.gov and InformationSecurityOffice@sacda.org and must reference this agreement.

VI. NOTIFICATION OF LEGAL REQUESTS

- a. The CONTRACTOR shall immediately notify COUNTY upon receipt of any subpoenas, service of process, litigation holds, discovery requests and other legal requests related to all data given to CONTRACTOR by COUNTY in the performance of this Agreement, and in no event later than 24 hours after it receives the request.
- b. CONTRACTOR shall not respond to legal requests related to COUNTY without first notifying COUNTY other than to notify the requestor that the information sought is potentially covered under a non-disclosure agreement.

- c. CONTRACTOR shall retain and preserve COUNTY Data in accordance with the COUNTY's instruction and requests, including, without limitation, any retention schedules and/or litigation hold orders provided by the COUNTY to CONTRACTOR, independent of where the COUNTY Data is stored, at CONTRACTOR'S sole cost and expense.

VII. SECURITY BREACHES

- a. Upon becoming aware of a potential, suspected, or actual Data Breach involving COUNTY data, the CONTRACTOR shall without undue delay (and in no event later than 72 hours of becoming aware of such Data Breach) inform the COUNTY and provide written details of the Data Breach, including the type of data affected, the identity of affected person(s), the likely consequences of the Data Breach, any other information the COUNTY may reasonably request concerning the affected persons, and the measures taken or proposed to be taken to address it, as soon as such information becomes known or available to the CONTRACTOR.
- b. The CONTRACTOR will promptly take reasonable steps to contain, investigate and mitigate any Data Breach. CONTRACTOR will provide timely information about the Data Breach including, but not limited to, the nature and consequences of the Data Breach; the measures taken and/or proposed by CONTRACTOR to mitigate or contain the Data Breach; the status of the CONTRACTOR investigation of the Data Breach; a contact point from which additional information may be obtained; and the categories and approximated number of data records concerned, if available.
- c. CONTRACTOR's communications with COUNTY in connection with a Data Breach shall not be construed as an acknowledgment by CONTRACTOR of any fault or liability with respect to the Data Breach.
- d. The parties agree to coordinate in good faith on developing the content of any related public statements or any required notices for the affected persons and/or the relevant legal authorities, except as otherwise required by applicable law. In the event of a Personal Data Breach, the CONTRACTOR will provide timely information and cooperation as the County may require to fulfill COUNTY'S Data Breach reporting obligations under applicable law; take such measures and actions as are appropriate to remedy or mitigate the effects of the Data Breach; and shall keep COUNTY up-to-date about all developments in connection with the Data Breach.

- e. CONTRACTOR shall perform all requirements in the above subsections (a)-(d) of this section at CONTRACTOR'S sole cost and expense.
- f. In the event of a Data Security Incident, Contractor must notify County in writing within 48 hours. Notice should be made to ITSEC@Sacramento.ca.gov, InformationSecurityOffice@sacda.org, and to all parties referenced in the "Notices" section of the Agreement. Notice must reference this contract number. Notice under this section must include the date of incident and Contractor's systems and/or locations which were affected. The duty to notify under this section is broad, requiring disclosure whether or not any impact to County data is known at the time, to enable County to take immediate protective actions of its data and cloud environments. Failure to notify under this section is a material breach, and County may immediately terminate the Agreement for failure to comply.

VIII. ACCESS TO SECURITY LOGS AND REPORTS

The CONTRACTOR shall support logging in a format as agreed to by both CONTRACTOR and the COUNTY. Logging capabilities shall include latency statistics, user access, user access internet protocol (IP) address, application programming interface (API) calls for the COUNTY's account including the source IP address of the API caller, the request parameters and the response elements returned, user access history and security logs for all COUNTY Data and digital content related to this Agreement. The logs shall be sufficient to enable the COUNTY to perform to the COUNTY's satisfaction security analysis, resource change tracking and compliance auditing.

IX. SUBCONTRACTOR DISCLOSURE

The CONTRACTOR shall identify in writing to COUNTY as soon as known by CONTRACTOR all of its strategic business partners related to services provided under this Agreement, including but not limited to all subcontractors or other entities or individuals who may be a party to a joint venture or similar agreement with the CONTRACTOR, and who shall be involved in any application development and/or operations.

To the extent subcontracting or assignment is permitted under this Agreement, CONTRACTOR is responsible for the actions of their subcontractors, vendors, and suppliers. CONTRACTOR shall take necessary steps to ensure that the provisions of this contract are enforceable on all subcontractors, vendors, and suppliers acting on behalf of or through CONTRACTOR.

X. RIGHT TO REMOVE INDIVIDUALS

The COUNTY shall have the right at any time to require that the CONTRACTOR remove from interaction with COUNTY any CONTRACTOR representative who the COUNTY believes is detrimental to its working relationship with the CONTRACTOR. The COUNTY shall provide the CONTRACTOR with notice of its determination, and the reasons it requests the removal. If the COUNTY signifies that a potential security violation exists with respect to the request, the CONTRACTOR shall immediately remove such individual. The CONTRACTOR shall not assign the person to any aspect of this Agreement or future work orders without the COUNTY's consent.

XI. TERMINATION AND SUSPENSION OF SERVICE

- a. In the event of termination of this Agreement, the CONTRACTOR shall implement an orderly return of COUNTY Data in a mutually agreeable format at CONTRACTOR's sole cost and expense. The CONTRACTOR shall guarantee the subsequent secure disposal of COUNTY Data.
- b. During any period of suspension or contract negotiation or disputes, the CONTRACTOR shall not take any action to intentionally erase any COUNTY Data.
- c. In the event of termination of any services or this Agreement in entirety, the CONTRACTOR shall not take any action to intentionally erase any COUNTY Data for a period of 90 days after the effective date of the termination. After such 90-day period, the CONTRACTOR shall have no obligation to maintain or provide any COUNTY Data and shall thereafter, unless legally prohibited, dispose of all COUNTY Data in its systems or otherwise in its possession or under its control at CONTRACTOR'S sole cost and expense. Within this 90- day timeframe, CONTRACTOR will continue to secure and back up COUNTY Data covered under this Agreement.
- d. The COUNTY shall be entitled at no additional cost to COUNTY to any post-termination assistance generally made available with respect to the Services unless a unique data retrieval arrangement has been established as part of the Service Level Agreement.
- e. When requested by the COUNTY, the provider shall at CONTRACTOR'S sole cost and expense destroy all requested data in all of its forms, for example: disk, CD/DVD, backup tape, and paper. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST) approved methods. - Certificates of destruction shall be provided to the COUNTY at no additional cost to COUNTY.

XII. CONTRACT AUDIT

The CONTRACTOR shall allow the COUNTY to audit conformance to the Agreement terms. The COUNTY may perform this audit or contract with a third party at its discretion and at the COUNTY's expense.

XIII. WEB ACCESSIBILITY (ONLY APPLICABLE TO WEB-BASED SOLUTIONS)

COUNTY strives to achieve web accessibility by complying with the requirements of Section 508 of the Rehabilitation Act of 1973 §1194.22, as amended (29 U.S.C. Section 794d). County websites (and those provided by 3rd party service providers, aka CONTRACTOR) shall be designed based on standards from the Worldwide Web Consortium (W3C) Web Content Accessibility Guidelines (WCAG) to make web content accessible to people with disabilities. It is the responsibility of the CONTRACTOR to become familiar with these guidelines and to apply these standards in designing and creating any official County of Sacramento website. CONTRACTOR shall deliver services in compliance with Worldwide Web Consortium (W3C) Web Content Accessibility Guidelines (WCAG).

XIV. BUSINESS CONTINUITY

CONTRACTOR shall provide and maintain a business continuity and disaster recovery plan that achieves the County's Recovery Time Objective (RTO) and Recovery Point Objective (RPO), as set forth in the Scope of Work and/or Service Level Agreement, and specifically incorporated herein.

XV. DATA ENCRYPTION

- a. The CONTRACTOR shall encrypt all non-public COUNTY data in transit regardless of the transit mechanism.
- b. The CONTRACTOR shall encrypt all non-public COUNTY data at rest.
- c. The CONTRACTOR encryption shall be consistent with validated cryptography standards as specified in National Institute of Standards and Technology Security Requirements.

From: Greg DeAngelo <gregory.deangelo@gmail.com>
Sent: Tuesday, May 30, 2023 3:37 PM
To: Ishii, Michael (DA)
Subject: Re: Question about contract deliverables

Sure thing. Thanks for your help sorting this out.

Greg

On Tue, May 30, 2023 at 3:35 PM Ishii, Michael (DA) <IshiiM@sacda.org> wrote:

That is absolutely what I was looking for. Thank you!



Michael Ishii | Information Technology Manager

Sacramento County District Attorney's Office

901 G Street | Sacramento, CA 95814

916.874.1202 | ishiiM@sacda.org

- Semper Justitia

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From: Ishii. Michael (DA)
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No problem, looking forward to your visit.



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- Semper Justitia

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From: Ishii, Michael (DA)
Sent: Tuesday, May 30, 2023 2:42 PM
To: Gregory Deangelo (gregory.deangelo@gmail.com)
Subject: Question about contract deliverables

Greg,

I also left you a VM about this.

Sacramento County has standard contract language pertaining to cloud and on-prem solutions. The language really has to do with SaaS services on an on-prem software system. I maintain that if the deliverables from Sicuro to the Sacramento County DA's Office will be in the form of IP (query code, datasets, storyboard web pages) that we would receive and then post using our own websites and Power BI portals, then I don't believe any of this contract language involving SaaS/Software Systems to be relevant.

Would you be able to confirm the nature of the deliverable content, will any of it involved a hosted system or a software system that must be installed?



Michael Ishii | Information Technology Manager
Sacramento County District Attorney's Office
901 G Street | Sacramento, CA 95814
916.874.1202 | ishiim@sacda.org
- *Semper Justitia*

From: Erica Lavoie <ELavoie@kessleralair.com>
Sent: Thursday, May 25, 2023 2:03 PM
To: Greg DeAngelo; McDonald, Heather (DA)
Cc: Mike Donaldson
Subject: RE: Insurance certificate
Attachments: Certificates - Sacramento.pdf

Hello Greg and Heather,

Attached please find the certificates for Sicuro Data Analytics per request.

Please let me know if you have any questions. Have a nice afternoon!

Sincerely,

Erica Lavoie

License # 0H46186

Kessler Alair Insurance Services – Since 1923

elavoie@kessleralair.com

Tel: (909)932-2106 Fax: (909)932-2133

www.kessleralair.com

With 5 locations to serve you!

College Business Park

2335 W Foothill Blvd,
Suite 3
Upland, CA 91786
909-931-1500

Victoria Gardens

12487 N. Mainstreet Suite 240
Rancho Cucamonga,
CA 91739
909-931-1500

John Wayne Airport Center

4695 MacArthur Court
11th Floor, Ste 1109
Newport Beach, CA 92660
949-536-3700

Ocean Ranch Village II

32451 Golden Lantern
Suite 306
Laguna Niguel, CA 92677
949-536-3702

Spaces Triumph Blvd

3300 N Triumph Blvd
Suite 100
Lehi, UT 84043
385-287-8555



License Number 0A91387

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From: Greg DeAngelo <gregory.deangelo@gmail.com>
Sent: Thursday, May 25, 2023 1:32 PM
To: Mike Donaldson <MDonaldson@kessleralair.com>; Erica Lavoie <ELavoie@kessleralair.com>
Subject: Fwd: Insurance certificate

Could you please assist with the below request?

Thanks

Greg

Begin forwarded message:

From: "McDonald, Heather (DA)" <McDonaldH@sacda.org>

Date: May 25, 2023 at 12:39:52 PM PDT

To: Greg DeAngelo <gregory.deangelo@gmail.com>

Subject: Insurance certificate

Good afternoon Mr. DeAngelo,

Can you send me an insurance certificate for your county contract with the minimum limits below? Thank you!

III. MINIMUM LIMITS OF INSURANCE

CONTRACTOR shall maintain limits n

- A. General Liability shall be on an
Made basis). Minimum limits ar

General Aggregate: \$2,000,000
Products Comp/Op Aggregate:
Personal & Adv. Injury:
Each Occurrence:
Fire Damage:

- B. AUTOMOBILE LIABILITY:

1. Commercial Automobile Liability
including non-owned and hired
2. Personal Lines Automobile Liability
\$250,000 per person, \$500,000
damage.

C. WORKERS' COMPENSATION

D. EMPLOYER'S LIABILITY: \$1,000,000 per employee for disease.

E. PROFESSIONAL LIABILITY OF \$2,000,000 per claim and aggregate

F. . CYBER LIABILITY INCLUDING ERISA INFORMATION SECURITY and PRIVACY IN be not less than \$2,000,000 per claim or incident include but is not limited to:

Third party injury or damage (including loss or error or omission or a data breach.

Defense, indemnity and legal costs associated negligence or breach of contract.

Administrative expenses for forensic expenses

Crisis management expenses for printing, advertising



Heather McDonald | Senior Admin Analyst
Sacramento County District Attorney's Office
901 G Street | Sacramento, CA 95814
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- *Semper Justitia*

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/25/2023

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IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Kessler Alair Insurance Services, Inc License # OA 91387 12487 N. Mainstreet, Ste. 240 Rancho Cucamonga CA 91739	CONTACT NAME: Erica Lavoie PHONE (A/C, No, Ext): (909) 931-1500 FAX (A/C, No): (909) 932-2133 E-MAIL ADDRESS: elavoie@kessleralair.com														
INSURED Sicuro Data Analytics LLC [REDACTED] [REDACTED] CA 93035	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Hiscox Insurance Company Inc</td><td>10200</td></tr><tr><td>INSURER B: Employers Compensation Ins Co (#1709000)</td><td>11512</td></tr><tr><td>INSURER C: Hiscox Insurance Company Inc</td><td>10200</td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Hiscox Insurance Company Inc	10200	INSURER B: Employers Compensation Ins Co (#1709000)	11512	INSURER C: Hiscox Insurance Company Inc	10200	INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES**CERTIFICATE NUMBER:** 23-24 GL, PL, WC**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		P100.980.728.2	03/25/2023	03/25/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			P100.980.728.2	03/25/2023	03/25/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y	N/A	EIG5240886-00	04/13/2023	04/13/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability Retro date: 1/01/17			P100.979.897.2	03/25/2023	03/25/2024	Each Claim \$2,000,000 Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The County of Sacramento, its officers, agents, employees and volunteers of the County, individually and collectively are named as additional insured when required by contract with respects to General Liability per attached endorsement. General Liability is Primary and Non Contributory.

CERTIFICATE HOLDER**CANCELLATION**

County of Sacramento District Attorney's Office 901 G Street Sacramento CA 95814	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Hiscox Insurance Company Inc.

Policy Number: P100.980.728.2
Named Insured: Sicuro Data Analytics LLC
Endorsement Number: 7
Endorsement Effective: 03/25/2023

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – AUTOMATIC STATUS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured any person(s) or organization(s) for whom you are performing operations or leasing a premises when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

A person's or organization's status as an additional insured under this endorsement ends when your operations or lease agreement for that additional insured are completed.



Hiscox Insurance Company Inc.

Policy Number: P100.980.728.2
Named Insured: Sicuro Data Analytics LLC
Endorsement Number: 16
Endorsement Effective: 03/25/2023

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A.** The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy, provided:

1. you have agreed in a written contract or agreement to add such additional insured to a policy providing the type of coverage afforded by this policy; and
2. you have agreed in a written contract or agreement with such additional insured that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/25/2023

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PRODUCER Kessler Alair Insurance Services, Inc License # OA 91387 12487 N. Mainstreet, Ste. 240 Rancho Cucamonga CA 91739	CONTACT NAME: Erica Lavoie PHONE (A/C, No, Ext): (909) 931-1500 E-MAIL ADDRESS: elavoie@kessleralair.com FAX (A/C, No): (909) 932-2133														
INSURED Sicuro Data Analytics LLC [REDACTED] [REDACTED] CA [REDACTED]	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Spinnaker Ins Co</td><td>24376</td></tr><tr><td>INSURER B:</td><td></td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Spinnaker Ins Co	24376	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER F:															

COVERAGES**CERTIFICATE NUMBER:** 23-24 Cyber**REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Cyber Liability \$2,500 Deductible			FLY-CB-Z94DY7FDN-002	05/13/2023	05/13/2024	Aggregate \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

County of Sacramento District Attorney's Office 901 G Street Sacramento CA 95814	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

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From: McDonald. Heather (DA)
Sent: Thursday, May 25, 2023 12:40 PM
To: Greg DeAngelo
Subject: Insurance certificate

Good afternoon Mr. DeAngelo,

Can you send me an insurance certificate for your county contract with the minimum limits below? Thank you!

III. MINIMUM LIMITS OF INSURANCE

CONTRACTOR shall maintain limits no less than:

- A. General Liability shall be on an Occurrence basis (not Completed Operations or Retrospective Made basis). Minimum limits and self-retention amounts shall be:

General Aggregate: \$2,000,000
Products Comp/Op Aggregate: \$2,000,000
Personal & Adv. Injury: \$2,000,000
Each Occurrence: \$2,000,000
Fire Damage: \$2,000,000

B. AUTOMOBILE LIABILITY:

1. Commercial Automobile Liability for owned, non-owned and hired, \$1,000,000 per person, \$1,000,000 per accident.
2. Personal Lines Automobile Liability \$250,000 per person, \$500,000 per accident.

- C. WORKERS' COMPENSATION: S
- D. EMPLOYER'S LIABILITY: \$1,000 disease.
- E. PROFESSIONAL LIABILITY OR E \$2,000,000 per claim and aggrega

F. . CYBER LIABILITY INCLUDING ERROR INFORMATION SECURITY and PRIVACY INJU be not less than \$2,000,000 per claim or incident a include but is not limited to:

Third party injury or damage (including loss or corruption or omission or a data breach.

Defense, indemnity and legal costs associated with negligence or breach of contract.

Administrative expenses for forensic expenses and

Crisis management expenses for printing, advertising



Heather McDonald | Senior Admin Analyst
Sacramento County District Attorney's Office
901 G Street | Sacramento, CA 95814
916.874.5910 | mcdonaldh@sacda.org
- Semper Justitia

From: Johnson. Joanie (DA)
Sent: Monday, May 22, 2023 4:48 PM
To: Greg DeAngelo
Subject: RE: FW: Visit dates

You are very welcome and likewise.

Sincerely,
Joanie



Joanie Johnson | Administrative Services Officer III
Sacramento County District Attorney's Office
901 G Street | Sacramento, CA 95814
916.875.1075 | JohnsonJ@sacda.org
- *Semper Justitia*

From: Greg DeAngelo <gregory.deangelo@gmail.com>
Sent: Monday, May 22, 2023 3:58 PM
To: Johnson. Joanie (DA) <johnsonj@sacda.org>
Subject: Re: FW: Visit dates

Great. Thanks for all of your assistance. I'm looking forward to working with all of you.

Best,
Greg

On Mon, May 22, 2023 at 3:52 PM Johnson. Joanie (DA) <johnsonj@sacda.org> wrote:

Great. I will get you a schedule and calendar invite once I get everyone confirmed.

Sincerely,

Joanie



Joanie Johnson | | Administrative Services Officer III

Sacramento County District Attorney's Office

901 G Street | Sacramento, CA 95814

916.875.1075 | JohnsonJ@sacda.org

- Semper Justitia

From: Greg DeAngelo <gregory.deangelo@gmail.com>

Sent: Monday, May 22, 2023 3:18 PM

To: Johnson, Joanie (DA) <johnsonj@sacda.org>

Subject: Re: FW: Visit dates

There will be two of us, at most. We're fairly lean :)

On Mon, May 22, 2023 at 2:57 PM Johnson, Joanie (DA) <johnsonj@sacda.org> wrote:

Hi Greg,

Confirmed with Scott that the 5th and 6th are the dates you and your team will be meeting with individuals in our office. I will work on getting these meetings set up those two days. How many people do you see coming from your company? I just want to be able to get a head count to know which room to put everyone in.

Thank you,

Joanie



Joanie Johnson | Administrative Services Officer III

Sacramento County District Attorney's Office

901 G Street | Sacramento, CA 95814

916.875.1075 | JohnsonJ@sacda.org

- Semper Justitia

From: Greg DeAngelo <gregory.deangelo@gmail.com>

Sent: Monday, May 22, 2023 2:09 PM

To: Johnson. Joanie (DA) <johnsonj@sacda.org>

Subject: Re: FW: Visit dates

Hi Joanie,

Thanks for getting back to me. Yes, I will make these dates work, including the executive meeting on June 5th. Does it make sense to plan to have meetings on June 5 and 6? I only ask because I'd like to set up meetings with other clients in the area.

Best,

Greg

On Mon, May 22, 2023 at 12:04 PM Johnson. Joanie (DA) <johnsonj@sacda.org> wrote:

Good afternoon Greg,

Looks like Thien would like to proceed with the June 5th – 9th dates and also wanted to invite you to the executive meeting on Monday, June 5th at 11am. Would you be able to attend this meeting and do these dates still work?

Thank you,

Joanie



Joanie Johnson | | Administrative Services Officer III

Sacramento County District Attorney's Office

901 G Street | Sacramento, CA 95814

916.875.1075 | JohnsonJ@sacda.org

- *Semper Justitia*

From: Johnson. Joanie (DA) <johnsonj@sacda.org>

Sent: Friday, May 19, 2023 8:21 AM

To: Triplett. Scott (DA) <TriplettS@sacda.org>; Ishii. Michael (DA) <IshiiM@sacda.org>; Soloman. Andrew (DA) <SolomanA@sacda.org>

Subject: FW: Visit dates

Good morning,

Please see the dates provided by Mr. DeAngelo. Let me know how you wish to proceed or if you would like for me to send these over to Noemi to see what will work with Thien's schedule.

June 5-9

June 19-23

June 26-30

Thank you,

Joanie



Joanie Johnson | |Administrative Services Officer III

Sacramento County District Attorney's Office

901 G Street | Sacramento, CA 95814

916.875.1075 | JohnsonJ@sacda.org

- Semper Justitia

From: Greg DeAngelo <gregory.deangelo@gmail.com>

Sent: Friday, May 19, 2023 6:01 AM

To: Johnson, Joanie (DA) <johnsonj@sacda.org>

Subject: Visit dates

Hi Joanie,

I'm so sorry. I thought I sent this yesterday. As for dates that work for me to visit, I can make the week of June 5-9 work. Alternatively, I could make the week of June 19-23 or 26-30 work. Let me know if you need more dates.

Best,

Greg

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From: Greg DeAngelo <gregory.deangelo@gmail.com>
Sent: Monday, May 22, 2023 3:58 PM
To: Johnson. Joanie (DA)
Subject: Re: FW: Visit dates

Great. Thanks for all of your assistance. I'm looking forward to working with all of you.

Best,
Greg

On Mon, May 22, 2023 at 3:52 PM Johnson. Joanie (DA) <johnsonj@sacda.org> wrote:

Great. I will get you a schedule and calendar invite once I get everyone confirmed.

Sincerely,

Joanie



Joanie Johnson | | Administrative Services Officer III

Sacramento County District Attorney's Office

901 G Street | Sacramento, CA 95814

916.875.1075 | JohnsonJ@sacda.org

- *Semper Justitia*

From: Greg DeAngelo <gregory.deangelo@gmail.com>
Sent: Monday, May 22, 2023 3:18 PM
To: Johnson. Joanie (DA) <johnsonj@sacda.org>
Subject: Re: FW: Visit dates

There will be two of us, at most. We're fairly lean :)

On Mon, May 22, 2023 at 2:57 PM Johnson, Joanie (DA) <johnsonj@sacda.org> wrote:

Hi Greg,

Confirmed with Scott that the 5th and 6th are the dates you and your team will be meeting with individuals in our office. I will work on getting these meetings set up those two days. How many people do you see coming from your company? I just want to be able to get a head count to know which room to put everyone in.

Thank you,

Joanie



Joanie Johnson | Administrative Services Officer III

Sacramento County District Attorney's Office

901 G Street | Sacramento, CA 95814

916.875.1075 | JohnsonJ@sacda.org

- *Semper Justitia*

From: Greg DeAngelo <gregory.deangelo@gmail.com>

Sent: Monday, May 22, 2023 2:09 PM

To: Johnson, Joanie (DA) <johnsonj@sacda.org>

Subject: Re: FW: Visit dates

Hi Joanie,

Thanks for getting back to me. Yes, I will make these dates work, including the executive meeting on June 5th. Does it make sense to plan to have meetings on June 5 and 6? I only ask because I'd like to set up meetings with other clients in the area.

Best,

Greg

On Mon, May 22, 2023 at 12:04 PM Johnson. Joanie (DA) <johnsonj@sacda.org> wrote:

Good afternoon Greg,

Looks like Thien would like to proceed with the June 5th – 9th dates and also wanted to invite you to the executive meeting on Monday, June 5th at 11am. Would you be able to attend this meeting and do these dates still work?

Thank you,

Joanie



Joanie Johnson | Administrative Services Officer III

Sacramento County District Attorney's Office

901 G Street | Sacramento, CA 95814

916.875.1075 | JohnsonJ@sacda.org

- Semper Justitia

From: Johnson, Joanie (DA) <johnsonj@sacda.org>

Sent: Friday, May 19, 2023 8:21 AM

To: Triplett, Scott (DA) <TriplettS@sacda.org>; Ishii, Michael (DA) <IshiiM@sacda.org>; Soloman, Andrew (DA) <SolomanA@sacda.org>

Subject: FW: Visit dates

Good morning,

Please see the dates provided by Mr. DeAngelo. Let me know how you wish to proceed or if you would like for me to send these over to Noemi to see what will work with Thien's schedule.

June 5-9

June 19-23

June 26-30

Thank you,

Joanie



Joanie Johnson | Administrative Services Officer III

Sacramento County District Attorney's Office

901 G Street | Sacramento, CA 95814

916.875.1075 | JohnsonJ@sacda.org

- *Semper Justitia*

From: Greg DeAngelo <gregory.deangelo@gmail.com>
Sent: Friday, May 19, 2023 6:01 AM
To: Johnson, Joanie (DA) <johnsonj@sacda.org>
Subject: Visit dates

Hi Joanie,

I'm so sorry. I thought I sent this yesterday. As for dates that work for me to visit, I can make the week of June 5-9 work. Alternatively, I could make the week of June 19-23 or 26-30 work. Let me know if you need more dates.

Best,

Greg

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From: Johnson. Joanie (DA)
Sent: Monday, May 22, 2023 3:52 PM
To: Greg DeAngelo
Subject: RE: FW: Visit dates

Great. I will get you a schedule and calendar invite once I get everyone confirmed.

Sincerely,
Joanie



Joanie Johnson | Administrative Services Officer III
Sacramento County District Attorney's Office
901 G Street | Sacramento, CA 95814
916.875.1075 | JohnsonJ@sacda.org
- *Semper Justitia*

From: Greg DeAngelo <gregory.deangelo@gmail.com>
Sent: Monday, May 22, 2023 3:18 PM
To: Johnson. Joanie (DA) <johnsonj@sacda.org>
Subject: Re: FW: Visit dates

There will be two of us, at most. We're fairly lean :)

On Mon, May 22, 2023 at 2:57 PM Johnson. Joanie (DA) <johnsonj@sacda.org> wrote:

Hi Greg,

Confirmed with Scott that the 5th and 6th are the dates you and your team will be meeting with individuals in our office. I will work on getting these meetings set up those two days. How many people do you see coming from your company? I just want to be able to get a head count to know which room to put everyone in.

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916.875.1075 | JohnsonJ@sacda.org

- Semper Justitia

From: Greg DeAngelo <gregory.deangelo@gmail.com>

Sent: Monday, May 22, 2023 2:09 PM

To: Johnson. Joanie (DA) <johnsonj@sacda.org>

Subject: Re: FW: Visit dates

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To: Triplett. Scott (DA) <TriplettS@sacda.org>; Ishii. Michael (DA) <IshiiM@sacda.org>; Soloman. Andrew (DA) <SolomanA@sacda.org>

Subject: FW: Visit dates

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- Semper Justitia

From: Greg DeAngelo <gregory.deangelo@gmail.com>

Sent: Friday, May 19, 2023 6:01 AM

To: Johnson, Joanie (DA) <johnsonj@sacda.org>

Subject: Visit dates

Hi Joanie,

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From: Johnson. Joanie (DA)
Sent: Monday, May 22, 2023 2:58 PM
To: Greg DeAngelo
Subject: RE: FW: Visit dates

Hi Greg,

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- *Semper Justitia*

From: Greg DeAngelo <gregory.deangelo@gmail.com>
Sent: Monday, May 22, 2023 2:09 PM
To: Johnson. Joanie (DA) <johnsonj@sacda.org>
Subject: Re: FW: Visit dates

Hi Joanie,

Thanks for getting back to me. Yes, I will make these dates work, including the executive meeting on June 5th. Does it make sense to plan to have meetings on June 5 and 6? I only ask because I'd like to set up meetings with other clients in the area.

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Sent: Friday, May 19, 2023 8:21 AM

To: Triplett. Scott (DA) <TriplettS@sacda.org>; Ishii. Michael (DA) <IshiiM@sacda.org>; Soloman. Andrew (DA) <SolomanA@sacda.org>

Subject: FW: Visit dates

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From: Johnson, Joanie (DA)
Sent: Monday, May 22, 2023 2:52 PM
To: Greg DeAngelo
Subject: RE: FW: Visit dates

Yes, that makes sense. We are working on getting all the individuals lined up for these meetings. I can confirm with Scott and let you know for sure.

Thank you,
Joanie



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To: Johnson, Joanie (DA)
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From: Johnson, Joanie (DA)
Sent: Monday, May 22, 2023 12:05 PM
To: Greg DeAngelo
Subject: FW: Visit dates

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Sent: Friday, May 19, 2023 8:21 AM
To: Triplett, Scott (DA) <TriplettS@sacda.org>; Ishii, Michael (DA) <IshiiM@sacda.org>; Soloman, Andrew (DA) <SolomanA@sacda.org>
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Best,
Greg

From: Johnson. Joanie (DA)
Sent: Friday, May 19, 2023 8:19 AM
To: Greg DeAngelo
Subject: RE: Visit dates

Hi Greg,

No need to apologize. I do that sort of thing all the time.

I will send these over to the team and see what they would like to do. Hopefully I get an answer from them quickly, so your calendar isn't held up for too long.

Sincerely,
Joanie



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Best,
Greg

Subject: Sicuro Data Analytics - Phone Call
Location: Microsoft Teams Meeting

Start: Thu 5/18/2023 9:00 AM
End: Thu 5/18/2023 9:30 AM

Recurrence: (none)

Meeting Status: Accepted

Organizer: Johnson. Joanie (DA)
Required Attendees: Triplett. Scott (DA); Soloman. Andrew (DA); Greg DeAngelo; Ishii. Michael (DA)

This short meeting will provide us with some information on the next steps in the process of working with SDA.

Thank you,
Joanie

Scheduled per Scott Triplett
J.J. 5/17/23

Microsoft Teams meeting

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 298 145 812 916

Passcode: CDXJUa

[Download Teams](#) | [Join on the web](#)

Or call in (audio only)

[+1 916-245-8959,,942996934#](#) United States, Sacramento

Phone Conference ID: 942 996 934#

[Find a local number](#) | [Reset PIN](#)

[Learn More](#) | [Meeting options](#)

Subject: Sicuro Data Analytics - Phone Call
Location: Microsoft Teams Meeting

Start: Thu 5/18/2023 9:00 AM
End: Thu 5/18/2023 9:30 AM
Show Time As: Tentative

Recurrence: (none)

Meeting Status: Not yet responded

Organizer: Johnson. Joanie (DA)
Required Attendees: Triplett. Scott (DA); Soloman. Andrew (DA); Greg DeAngelo; Ishii. Michael (DA)

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Phone Conference ID: 942 996 934#

[Find a local number](#) | [Reset PIN](#)

[Learn More](#) | [Meeting options](#)

From: Soloman. Andrew (DA)
Sent: Wednesday, May 17, 2023 9:55 PM
To: Johnson. Joanie (DA); Triplett. Scott (DA); Greg DeAngelo
Subject: Re: Sicuro Data Analytics - Phone Call

I have another meeting that conflicts.

Get [Outlook for iOS](#)

From: Johnson. Joanie (DA) <johnsonj@sacda.org>
Sent: Wednesday, May 17, 2023 7:02:38 PM
To: Triplett. Scott (DA) <TriplettS@sacda.org>; Soloman. Andrew (DA) <SolomanA@sacda.org>; Greg DeAngelo <gregory.deangelo@gmail.com>
Subject: Sicuro Data Analytics - Phone Call
When: Thursday, May 18, 2023 9:00 AM-9:30 AM.
Where: Microsoft Teams Meeting

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Scheduled per Scott Triplett
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Microsoft Teams meeting

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Phone Conference ID: 942 996 934#

[Find a local number](#) | [Reset PIN](#)

[Learn More](#) | [Meeting options](#)

From: Google Calendar <calendar-notification@google.com> on behalf of gregory.deangelo@gmail.com
Sent: Wednesday, May 17, 2023 7:21 PM
To: Johnson, Joanie (DA)
Subject: Accepted: Sicuro Data Analytics - Phone Call @ Thu May 18, 2023 9am - 9:30am (PDT) (Johnson, Joanie (DA))
Attachments: invite.ics

gregory.deangelo@gmail.com has accepted this invitation.

This short meeting will provide us with some information on the next steps in the process of working with SDA.

Thank you,
Joanie

Scheduled per Scott Triplett
J.J. 5/17/23

Microsoft Teams meeting
Join on your computer, mobile app or room device
[Click here to join the meeting](#)
Meeting ID: 298 145 812 916
Passcode: CDXJUa
[Download Teams](#) | [Join on the web](#)
Or call in (audio only)
+1 916-245-8959,,942996934# United States, Sacramento
Phone Conference ID: 942 996 934#
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When

Thursday May 18, 2023 · 9am – 9:30am (Pacific Time - Los Angeles)

Location

Microsoft Teams Meeting

[View map](#)

Organizer

Johnson, Joanie (DA)

johnsonj@sacda.org

Guests

gregory.deangelo@gmail.com - creator

Soloman, Andrew (DA)

Triplett, Scott (DA)

[View all guest info](#)

Invitation from [Google Calendar](#)

You are receiving this email because you are an attendee on the event. To stop receiving future updates for this event, [decline this event](#).

Forwarding this invitation could allow any recipient to send a response to the organizer, be added to the guest list, invite others regardless of their own invitation status, or modify your RSVP. [Learn more](#)

Subject: Sicuro Data Analytics - Phone Call
Location: Microsoft Teams Meeting

Start: Thu 5/18/2023 9:00 AM
End: Thu 5/18/2023 9:30 AM
Show Time As: Tentative

Recurrence: (none)

Meeting Status: Not yet responded

Organizer: Johnson, Joanie (DA)
Required Attendees: Triplett, Scott (DA); Soloman, Andrew (DA); Greg DeAngelo; Ishii, Michael (DA)

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From: Johnson. Joanie (DA)
Sent: Wednesday, May 17, 2023 6:59 PM
To: Greg DeAngelo
Subject: RE: Contract signed - Sacramento County - Sicuro Data Analytics

Wonderful. Thank you for being so flexible. I will be sending a calendar invite shortly. Have a wonderful evening.

Sincerely,
Joanie



Joanie Johnson | Administrative Services Officer III
Sacramento District Attorney's Office
901 G Street | Sacramento, CA 95814
Ph: 916.875.1075
JohnsonJ@sacda.org

From: Greg DeAngelo <gregory.deangelo@gmail.com>
Sent: Wednesday, May 17, 2023 6:21 PM
To: Johnson. Joanie (DA) <johnsonj@sacda.org>
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I know typing all this information out might take some time, so if a call is better...just let me know. I can even set up a meeting with Chief Deputy Triplett to get things set up before the first visit, so things go smoothly.

Thanks,

Joanie

<image001.png> **Joanie Johnson** | Administrative Services Officer III

Sacramento County District Attorney's Office

901 G Street | Sacramento, CA 95814

916.875.1075 | JohnsonJ@sacda.org

- Semper Justitia

From: Greg DeAngelo <gregory.deangelo@gmail.com>

Sent: Tuesday, May 9, 2023 2:44 PM

To: Johnson, Joanie (DA) <johnsonj@sacda.org>

Cc: Triplett, Scott (DA) <TriplettS@sacda.org>

Subject: Re: Contract signed - Sacramento County - Sicuro Data Analytics

Hi Joanie,

Great to hear from you, and with such wonderful news. As for next steps, once we have a signed contract we should identify a couple times that would make sense for our team to visit your office. During this visit we will want to meet with everyone from intake through to final dispo, clerical, IT, etc.

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From:
Sent:
To:
Subject:

Johnson, Joanie (DA)
Wednesday, May 10, 2023 8:18 AM
Greg DeAngelo
RE: Contract signed - Sacramento County - Sicuro Data Analytics

Hi Greg,

I am waiting for direction from the Chief Deputy before setting up this call. I will reach out when I have more information.

Thank you,
Joanie



Joanie Johnson | Administrative Services Officer III
Sacramento County District Attorney's Office
901 G Street | Sacramento, CA 95814
916.875.1075 | JohnsonJ@sacda.org
- Semper Justitia

From: Greg DeAngelo <gregory.deangelo@gmail.com>
Sent: Tuesday, May 9, 2023 4:45 PM
To: Johnson, Joanie (DA) <johnsonj@sacda.org>
Subject: Re: Contract signed - Sacramento County - Sicuro Data Analytics

Hi Joanie,

Thanks for your email. If you're good with it, I think a 20 minute call could knock this out much more efficiently than me guessing at all of the roles in your office.

What's your availability?

Best,
Greg

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From: Triplett. Scott (DA)
Sent: Tuesday, May 9, 2023 2:55 PM
To: Greg DeAngelo;Johnson. Joanie (DA)
Subject: RE: Contract signed - Sacramento County - Sicuro Data Analytics

Hi Greg,

Yeah!!! If you give us a list if the types of people/job classes you want in attendance to meet with your team, we will make sure you have the right people.

Looking forward to getting this going.

Thank you,

Scott



Scott Triplett | Chief Deputy District Attorney

Sacramento County District Attorney's Office

901 G Street | Sacramento, CA 95814

916.874.7000 | TriplettS@sacda.org

- *Semper Justitia*

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To: Johnson. Joanie (DA) <johnsonj@sacda.org>
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From: Johnson, Joanie (DA)
Sent: Tuesday, May 9, 2023 2:30 PM
To: Greg DeAngelo
Cc: Triplett, Scott (DA)
Subject: Contract signed - Sacramento County - Sicuro Data Analytics

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Joanie Johnson | | Administrative Services Officer III
Sacramento County District Attorney's Office
901 G Street | Sacramento, CA 95814
916.875.1075 | JohnsonJ@sacda.org
- *Semper Justitia*

From: Greg DeAngelo <gregory.deangelo@gmail.com>
Sent: Tuesday, May 9, 2023 2:01 PM
To: Ho. Thien (DA)
Subject: Auditor

The letter that Aaron will send soon introduces the audit and requests that you avoid destroying records that are potentially relevant to the audit.

The objectives of the audit are at the following link: <https://www.auditor.ca.gov/pdfs/analyses/2023-107.pdf>

At the entrance conference, the audit team will discuss the objectives further.

As for the statutory underpinnings of the audit, we discussed that the Joint Legislative Audit Committee (JLAC) approved the audit and our office will be performing it under the authority of the State Auditor statute.

JLAC's approval of the audit is
here: <https://legaudit.assembly.ca.gov/sites/legaudit.assembly.ca.gov/files/March%202022%20Roll%20Call%20Votes%20Regular%20Calendar.pdf>

JLAC's rules are
here: <https://legaudit.assembly.ca.gov/sites/legaudit.assembly.ca.gov/files/JLAC%20Committee%20Rules%20%282023-24%29.pdf>

The State Auditor statute is in the Government Code section 8543 et seq.
here: https://leginfo.legislature.ca.gov/faces/codes_displayexpandedbranch.xhtml?lawCode=GOV&division=1.&title=2.&part=&chapter=6.5.&article=1.&goUp=Y

In particular, section 8546.1 requires the State Auditor to perform any audit requested by JLAC. Additionally, sections 8545.2, 8545, and 8545.1 address access and confidentiality.

Please indicate the soonest dates and times that you all are available for the entrance conference. It is important for us to begin work right away to ensure timely completion of the audit.

If you have any additional questions or concerns about the audit, please contact me directly.

Joe Porche

Senior Staff Counsel

From: McDonald. Heather (DA)
Sent: Thursday, April 20, 2023 6:43 PM
To: Greg DeAngelo
Cc: info@sicuroanalytics.com
Subject: Re: Timeline of estimated expenses for three year contract

Hello Mr. DeAngelo,
No, you do not need to attend the meeting. Thank you and enjoy your evening.

Get [Outlook for iOS](#)

From: Greg DeAngelo <gregory.deangelo@gmail.com>
Sent: Thursday, April 20, 2023 3:52:32 PM
To: McDonald. Heather (DA) <McDonaldH@sacda.org>
Cc: info@sicuroanalytics.com <info@sicuroanalytics.com>
Subject: Re: Timeline of estimated expenses for three year contract

Great. Do you need me to be there?

On Apr 20, 2023, at 3:51 PM, McDonald. Heather (DA) <McDonaldH@sacda.org> wrote:

Thank you, we are presenting this to our Board on May 9th for them (Board of Supervisors) to approve this contract.

<image001.png>

Heather McDonald | Senior Admin Analyst
Sacramento County District Attorney's Office
901 G Street | Sacramento, CA 95814
916.874.5910 | mcdonaldh@sacda.org
- *Semper Justitia*

From: Greg DeAngelo <gregory.deangelo@gmail.com>
Sent: Thursday, April 20, 2023 10:21 AM
To: McDonald. Heather (DA) <McDonaldH@sacda.org>
Cc: info@sicuroanalytics.com
Subject: Re: Timeline of estimated expenses for three year contract

Hi Heather,

Understood. I have made minor tweaks to the numbers below.

Phase 1 (as outlined in the contract) will require 6 months to complete - \$150,000
Phase 2 (as outlined in the contract) will require 6 months to complete - \$125,000
Empirical analysis of racial disparities in the Sacramento District Attorney's Office will require 8 months to complete- \$100,000

Outliers analysis regarding charging practices in the Sacramento District Attorney's Office will require 4 months to complete - \$50,000
The storyboard will require 2 months to complete - \$50,000
Fulfillment of AB 2418 data elements will require 4 months to complete - \$50,000
Dashboards and interactive maps will require 6 months to complete - \$75,000

On Thu, Apr 20, 2023 at 9:05 AM McDonald. Heather (DA) <McDonaldH@sacda.org> wrote:

Good morning,

I need actual estimated costs for each phase , these costs can be estimated...we are requesting \$600,000 for a three year contract that hopefully will begin in May 2023, see example of costs below in red, this is what I need. Thanks!

Phase 1 (as outlined in the contract) will require 6 months to complete - ~~\$200,000~~

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<image001.png>

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From: Greg DeAngelo <gregory.deangelo@gmail.com>

Sent: Wednesday, April 19, 2023 4:33 PM

To: McDonald. Heather (DA) <McDonaldH@sacda.org>

Cc: info@sicuroanalytics.com

Subject: Re: Timeline of estimated expenses for three year contract

Hi Heather,

Thanks for your email. Do you need the timeline detailed in a separate document? If not, I can provide the general outline here.

Phase 1 (as outlined in the contract) will require 6 months to complete

Phase 2 (as outlined in the contract) will require 6 months to complete

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I hope this helps.

Greg

On Wed, Apr 19, 2023 at 3:17 PM McDonald, Heather (DA) <McDonaldH@sacda.org> wrote:

Good afternoon,
Regarding the attached contract, can you please provide a three-year timeline of estimated expenditures (costs)? Please let me know if you have any questions. Thank you.

<image001.png>

Heather McDonald | Senior Admin Analyst
Sacramento County District Attorney's Office
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Outliers analysis regarding charging practices in the Sacramento District Attorney's Office will require 4 months to complete

The storyboard will require 2 months to complete

Fulfillment of AB 2418 data elements will require 4 months to complete

Dashboards and interactive maps will require 6 months to complete

I hope this helps.

Greg

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Good afternoon,

Regarding the attached contract, can you please provide a three-year timeline of estimated expenditures (costs)? Please let me know if you have any questions. Thank you.

<image001.png>

Heather McDonald | Senior Admin Analyst

Sacramento County District Attorney's Office

901 G Street | Sacramento, CA 95814

916.874.5910 | mcdonaldh@sacda.org

- Semper Justitia

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From: McDonald. Heather (DA)
Sent: Thursday, April 20, 2023 3:52 PM
To: Greg DeAngelo
Cc: info@sicuroanalytics.com
Subject: RE: Timeline of estimated expenses for three year contract

Thank you, we are presenting this to our Board on May 9th for them (Board of Supervisors) to approve this contract.



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From: Greg DeAngelo <gregory.deangelo@gmail.com>
Sent: Thursday, April 20, 2023 10:21 AM
To: McDonald. Heather (DA) <McDonaldH@sacda.org>
Cc: info@sicuroanalytics.com
Subject: Re: Timeline of estimated expenses for three year contract

Hi Heather,

Understood. I have made minor tweaks to the numbers below.

Phase 1 (as outlined in the contract) will require 6 months to complete - \$150,000

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Cc: info@sicuroanalytics.com

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From: McDonald. Heather (DA)
Sent: Wednesday, April 19, 2023 3:18 PM
To: info@sicuroanalytics.com
Subject: Timeline of estimated expenses for three year contract
Attachments: SICURO DATA ANALYTICS-CONTRACT APPENDIXL - SAC COUNTY DA - FINAL.pdf

Good afternoon,
Regarding the attached contract, can you please provide a three-year timeline of estimated expenditures (costs)? Please let me know if you have any questions. Thank you.



Heather McDonald | Senior Admin Analyst
Sacramento County District Attorney's Office
901 G Street | Sacramento, CA 95814
916.874.5910 | mcdonaldh@sacda.org
- *Semper Justitia*

AGREEMENT

DA-2023-01

THIS AGREEMENT is made and entered into as of this ____ day of _____ 2023, by and between the COUNTY OF SACRAMENTO, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and **SICURO DATA ANALYTICS, LLC** a **Limited Liability Corporation** hereinafter referred to as "CONTRACTOR."

RECITALS

WHEREAS, the scope of the contract will allow the DA's Office to comply with the Assembly Bill 2542 (2020) or Racial Justice Act (now codified as Penal Code section 745).

WHEREAS, Sicuro Data Analytics has been working with several district attorney's office in California to assist in the complex analysis that is needed to ensure prosecutorial fairness.

WHEREAS, pursuant to Sacramento County Code section 2.61.440, the department or agency which has authority to execute this Agreement on behalf of COUNTY has authority to amend this Agreement so as to increase the maximum payment amount, provided that such increase does not exceed the lesser of ten percent (10%) of the annual payment amount or \$25,000.

WHEREAS, COUNTY AND CONTRACTOR desire to enter into this Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, COUNTY and CONTRACTOR agree as follows:

I. SCOPE OF SERVICES

CONTRACTOR shall provide services in the amount, type and manner described in Exhibit A, which is attached hereto and incorporated herein.

II. TERM

This Agreement shall be effective and commence as of the date first written above and shall end on May 9, 2026.

III. NOTICE

Any notice, demand, request, consent, or approval that either party hereto may or is required to give the other pursuant to this Agreement shall be in writing and shall be either personally delivered or sent by mail, addressed as follows:

TO COUNTY

TO CONTRACTOR

Thien Ho, District Attorney
901 G Street
Sacramento, CA 95814

Gregory DeAngelo, President
317 West Ventura Blvd. #1041
Camarillo, CA 93010

Either party may change the address to which subsequent notice and/or other communications can be sent by giving written notice designating a change of address to the other party, which shall be effective upon receipt.

IV. COMPLIANCE WITH LAWS

CONTRACTOR shall observe and comply with all applicable Federal, State, and County laws, regulations and ordinances.

V. GOVERNING LAWS AND JURISDICTION

This Agreement shall be deemed to have been executed and to be performed within the State of California and shall be construed and governed by the internal laws of the State of California. Any legal proceedings arising out of or relating to this Agreement shall be brought in Sacramento County, California.

VI. LICENSES, PERMITS AND CONTRACTUAL GOOD STANDING

- A. CONTRACTOR shall possess and maintain all necessary licenses, permits, certificates and credentials required by the laws of the United States, the State of California, County of Sacramento and all other appropriate governmental agencies, including any certification and credentials required by COUNTY. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement by COUNTY.
- B. CONTRACTOR further certifies to COUNTY that it and its principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, State or county government contracts. Contractor certifies that it shall not contract with a Subcontractor that is so debarred or suspended.

VII. PERFORMANCE STANDARDS

CONTRACTOR shall perform its services under this Agreement in accordance with the industry and/or professional standards applicable to CONTRACTOR'S services.

VIII. OWNERSHIP OF WORK PRODUCT

All technical data, evaluations, plans, specifications, reports, documents, or other work products developed by CONTRACTOR hereunder shall be the exclusive property of COUNTY and shall be delivered to COUNTY upon completion of the services authorized hereunder. CONTRACTOR may retain copies thereof for its files and internal use. Publication of the information directly derived from work performed or data obtained in connection with services rendered under this

Agreement must first be approved in writing by COUNTY. COUNTY recognizes that all technical data, evaluations, plans, specifications, reports, and other work products are instruments of CONTRACTOR'S services and are not designed for use other than what is intended by this Agreement.

IX. STATUS OF CONTRACTOR

(A)

- A. It is understood and agreed that Contractor (including contractor's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto. Contractor's assigned personnel shall not be entitled to any benefits payable to employees of County. County is not required to make any deductions or withholdings from the compensation payable to Contractor under the provisions of this agreement; and as an independent contractor, Contractor hereby indemnifies and holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this agreement.
- B. It is further understood and agreed by the parties hereto that Contractor in the performance of its obligation hereunder is subject to the control or direction of County as to the designation of tasks to be performed, the results to be accomplished by the services hereunder agreed to be rendered and performed, and not the means, methods, or sequence used by Contractor for accomplishing the results.
- C. If, in the performance of this agreement, any third persons are employed by Contractor, such person shall be entirely and exclusively under the direction, supervision, and control of Contractor. All terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by Contractor, and the County shall have no right or authority over such persons or the terms of such employment.
- D. It is further understood and agreed that as an independent contractor and not an employee of County, neither the Contractor nor Contractor's assigned personnel shall have any entitlement as a County employee, right to act on behalf of County in any capacity whatsoever as agent, nor to bind County to any obligation whatsoever. Contractor shall not be covered by worker's compensation; nor shall Contractor be entitled to compensated sick leave, vacation leave, retirement entitlement, participation in group health, dental, life and other insurance programs, or entitled to other fringe benefits payable by the County to employees of the County.
- E. It is further understood and agreed that Contractor must issue W-2 and 941 Forms for income and employment tax purposes, for all of contractors assigned personnel under the terms and conditions of this agreement.

X. CONTRACTOR IDENTIFICATION

CONTRACTOR shall provide the COUNTY with the following information for the purpose of compliance with California Unemployment Insurance Code section 1088.8 and Sacramento County Code Chapter 2.160: CONTRACTOR'S name, address, telephone number, social security number, and whether dependent health insurance coverage is available to CONTRACTOR.

XI. COMPLIANCE WITH CHILD, FAMILY AND SPOUSAL SUPPORT REPORTING OBLIGATIONS

- A. CONTRACTOR's failure to comply with state and federal child, family and spousal support reporting requirements regarding a contractor's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family and spousal support obligations shall constitute a default under this Agreement.
- B. CONTRACTOR's failure to cure such default within 90 days of notice by COUNTY shall be grounds for termination of this Agreement.

XII. BENEFITS WAIVER

If CONTRACTOR is unincorporated, CONTRACTOR acknowledges and agrees that CONTRACTOR is not entitled to receive the following benefits and/or compensation from COUNTY: medical, dental, vision and retirement benefits, life and disability insurance, sick leave, bereavement leave, jury duty leave, parental leave, or any other similar benefits or compensation otherwise provided to permanent civil service employees pursuant to the County Charter, the County Code, the Civil Service Rule, the Sacramento County Employees' Retirement System and/or any and all memoranda of understanding between COUNTY and its employee organizations. Should CONTRACTOR or any employee or agent of CONTRACTOR seek to obtain such benefits from COUNTY, CONTRACTOR agrees to indemnify and hold harmless COUNTY from any and all claims that may be made against COUNTY for such benefits.

XIII. RETIREMENT BENEFITS/STATUS

CONTRACTOR acknowledges and agrees that COUNTY has not made any representations regarding entitlement, eligibility for and/or right to receive ongoing Sacramento County Employee Retirement System (SCERS) retirement benefits during the term of this Agreement. By entering into this Agreement, CONTRACTOR assumes sole and exclusive responsibility for any consequences, impacts or action relating to such retirement benefits that is or will be occasioned as a result of the services provided by CONTRACTOR under this Agreement. CONTRACTOR waives any rights to proceed against COUNTY should SCERS modify or terminate retirement benefits based on CONTRACTOR's provision of services under this Agreement.

XIV. CONFLICT OF INTEREST

CONTRACTOR and CONTRACTOR's officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any

business, property or source of income which could be financially affected by or otherwise conflict in any manner or degree with the performance of services required under this Agreement.

XV. LOBBYING AND UNION ORGANIZATION ACTIVITIES

- A. CONTRACTOR shall comply with all certification and disclosure requirements prescribed by Section 319, Public Law 101-121 (31 U.S.C. § 1352) and any implementing regulations.
- B. If services under this Agreement are funded with state funds granted to COUNTY, CONTRACTOR shall not utilize any such funds to assist, promote or deter union organization by employees performing work under this Agreement and shall comply with the provisions of Government Code Sections 16645 through 16649.

XVI. GOOD NEIGHBOR POLICY

- A. CONTRACTOR shall comply with COUNTY's Good Neighbor Policy. CONTRACTOR shall establish good neighbor practices for its facilities that include, but are not limited to, the following:
 - 1. Provision of parking adequate for the needs of its employees and service population;
 - 2. Provision of adequate waiting and visiting areas;
 - 3. Provision of adequate restroom facilities located inside the facility;
 - 4. Implementation of litter control services;
 - 5. Removal of graffiti within seventy-two hours;
 - 6. Provision for control of loitering and management of crowds;
 - 7. Maintenance of facility grounds, including landscaping, in a manner that is consistent with the neighborhood in which the facility is located;
 - 8. Participation in area crime prevention and nuisance abatement efforts; and
 - 9. Undertake such other good neighbor practices as determined appropriate by COUNTY, based on COUNTY's individualized assessment of CONTRACTOR's facility, services and actual impacts on the neighborhood in which such facility is located.
- B. CONTRACTOR shall identify, either by sign or other method as approved by the DIRECTOR, a named representative who shall be responsible for responding to any complaints relating to CONTRACTOR's compliance with the required good neighbor practices specified in this Section. CONTRACTOR shall post the name

and telephone number of such contact person on the outside of the facility, unless otherwise advised by DIRECTOR.

- C. CONTRACTOR shall comply with all applicable public nuisance ordinances.
- D. CONTRACTOR shall establish an ongoing relationship with the surrounding businesses, law enforcement and neighborhood groups and shall be an active member of the neighborhood in which CONTRACTOR's site is located.
- E. If COUNTY finds that CONTRACTOR has failed to comply with the Good Neighbor Policy, COUNTY shall notify CONTRACTOR in writing that corrective action must be taken by CONTRACTOR within a specified time frame. If CONTRACTOR fails to take such corrective action, COUNTY shall take such actions as are necessary to implement the necessary corrective action. COUNTY shall deduct any actual costs incurred by COUNTY when implementing such corrective action from any amounts payable to CONTRACTOR under this Agreement.
- F. CONTRACTOR's continued non-compliance with the Good Neighbor Policy shall be grounds for termination of this Agreement and may also result in ineligibility for additional or future contracts with COUNTY.

XVII. NONDISCRIMINATION IN EMPLOYMENT, SERVICES, BENEFITS AND FACILITIES

- A. CONTRACTOR agrees and assures COUNTY that CONTRACTOR and any subcontractors shall comply with all applicable federal, state, and local Anti-discrimination laws, regulations, and ordinances and to not unlawfully discriminate, harass, or allow harassment against any employee, applicant for employment, employee or agent of COUNTY, or recipient of services contemplated to be provided or provided under this Agreement, because of race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age (over 40), medical condition (including HIV and AIDS), or physical or mental disability. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment, the treatment of COUNTY employees and agents, and recipients of services are free from such discrimination and harassment.
- B. CONTRACTOR represents that it is in compliance with and agrees that it will continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), the Fair Employment and Housing Act (Government Code §§ 12900 et seq.), and regulations and guidelines issued pursuant thereto.
- C. CONTRACTOR agrees to compile data, maintain records and submit reports to permit effective enforcement of all applicable antidiscrimination laws and this provision.
- D. CONTRACTOR shall include this nondiscrimination provision in all subcontracts related to this Agreement.

XVIII. INDEMNIFICATION

To the fullest extent permitted by law, for work or services provided under this Agreement, CONTRACTOR shall indemnify, defend, including with counsel reasonably acceptable to County, and hold harmless County, its governing Board, officers, directors, officials, employees, and authorized volunteers and agents (collectively "Indemnified Parties"), from and against any and all claims, demands, actions, losses, liabilities, damages, and all expenses and costs incidental thereto (collectively "Claims"), including cost of defense, settlement, arbitration, and reasonable attorneys' fees, resulting from injuries to or death of persons, including but not limited to employees of either Party hereto, and damage to or destruction of property, or loss of use or reduction in value thereof, including but not limited to the property of either Party hereto, arising out of, pertaining to, or relating to the alleged or actual error or omission, negligence, recklessness, willful misconduct, infringement of intellectual property rights, breach of trust, breach of confidentiality, unauthorized use or disclosure of data, breach of statutory or regulatory law, or other breach of its duties under this Agreement by CONTRACTOR, its employees, CONTRACTOR's sub consultants or subcontractors at any tier, or any other party for which CONTRACTOR is legally liable under law, excepting only such injury, death, or damage, to the extent it is caused by the negligence of an Indemnified Party. CONTRACTOR shall not be liable for Claims caused by the sole negligence or willful misconduct of an Indemnified Party.

The right to defense and indemnity under this Section shall initiate upon occurrence of an event giving rise to a Claim and tendered in writing to CONTRACTOR. CONTRACTOR shall defend the Indemnified Parties with counsel reasonably acceptable to County. Notwithstanding the foregoing, County shall be entitled, on its own behalf, and at the expense of CONTRACTOR, to assume control of its defense or the defense of any Indemnified Party in any legal action, with counsel reasonably selected by it. Should County elect to initially assume control of its defense, or the defense of any Indemnified Party, it does so without prejudice to its right to subsequently require that CONTRACTOR thereafter assume control of the defense and pay all reasonable attorneys' fees and costs incurred thereby.

This indemnity obligation shall not be limited by the types and amounts of insurance or self-insurance maintained by CONTRACTOR or CONTRACTOR's sub consultants or subcontractors at any tier.

Nothing in this Indemnity obligation shall be construed to create any duty to, any standard of care with reference to, or any liability or obligation, contractual or otherwise, to any third party.

The provisions of this Indemnity obligation shall survive the expiration or termination of the Agreement.

XIX. INSURANCE

Without limiting CONTRACTOR'S indemnification, CONTRACTOR shall maintain in force at all times during the term of this Agreement and any extensions or modifications thereto, insurance as specified in Exhibit B. It is the responsibility of CONTRACTOR to notify its insurance advisor or insurance carrier(s) regarding coverage, limits, forms and other insurance requirements specified in Exhibit B. It is understood and agreed that COUNTY shall not pay any sum to CONTRACTOR under this Agreement unless and until COUNTY is satisfied that all insurance required by this Agreement is in force at the time services hereunder are rendered. Failure to maintain insurance as required in this agreement may be grounds for material breach of contract.

XX. INFORMATION TECHNOLOGY ASSURANCES

CONTRACTOR shall take all reasonable precautions to ensure that any hardware, software, and/or embedded chip devices used by CONTRACTOR in the performance of services under this Agreement, other than those owned or provided by COUNTY, shall be free from viruses. Nothing in this provision shall be construed to limit any rights or remedies otherwise available to COUNTY under this Agreement.

XXI. WEB ACCESSIBILITY

NOT APPLICABLE

XXII. COMPENSATION AND PAYMENT OF INVOICES LIMITATIONS

- A. Compensation under this Agreement shall be limited to the Maximum Total Payment Amount set forth in Exhibit C, or Exhibit C as modified by COUNTY in accordance with express provisions in this Agreement.
- B. CONTRACTOR shall submit an invoice on the forms and in accordance with the procedures prescribed by COUNTY **on a monthly basis, upon completion of services**. Invoices shall be submitted to COUNTY no later than the fifteenth (15th) day of the month following the invoice period, and COUNTY shall pay CONTRACTOR within thirty (30) days after receipt of an appropriate and correct invoice.
- C. COUNTY operates on a July through June fiscal year. Invoices for services provided in any fiscal year must be submitted no later than July 31, one month after the end of the fiscal year. Invoices submitted after July 31 for the prior fiscal year shall not be honored by COUNTY unless CONTRACTOR has obtained prior written COUNTY approval to the contrary.
- D. CONTRACTOR shall maintain for four years following termination of this agreement full and complete documentation of all services and expenditures associated with performing the services covered under this Agreement. Expense documentation shall include: time sheets or payroll records for each employee; receipts for supplies; applicable subcontract expenditures; applicable overhead and indirect expenditures.

- E. In the event CONTRACTOR fails to comply with any provisions of this Agreement, COUNTY may withhold payment until such non-compliance has been corrected.

XXIII. LEGAL TRAINING INFORMATION

If under this Agreement CONTRACTOR is to provide training of County personnel on legal issues, then CONTRACTOR shall submit all training and program material for prior review and written approval by County Counsel. Only those materials approved by County Counsel shall be utilized to provide such training.

XXV. SUBCONTRACTS, ASSIGNMENT

- A. CONTRACTOR shall obtain prior written approval from COUNTY before subcontracting any of the services delivered under this Agreement. CONTRACTOR remains legally responsible for the performance of all contract terms including work performed by third parties under subcontracts. Any subcontracting will be subject to all applicable provisions of this Agreement. CONTRACTOR shall be held responsible by COUNTY for the performance of any subcontractor whether approved by COUNTY or not.
- B. This Agreement is not assignable by CONTRACTOR in whole or in part, without the prior written consent of COUNTY.

XXVI. AMENDMENT AND WAIVER

Except as provided herein, no alteration, amendment, variation, or waiver of the terms of this Agreement shall be valid unless made in writing and signed by both parties. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent, or any other right hereunder. No interpretation of any provision of this Agreement shall be binding upon COUNTY unless agreed in writing by DIRECTOR and counsel for COUNTY.

This Agreement may be amended to increase the maximum payment amount: provided, however, that such increase shall not exceed the lesser of ten percent (10%) of the annual payment amount under this Agreement or \$25,000.

XXVII. SUCCESSORS

This Agreement shall bind the successors of COUNTY and CONTRACTOR in the same manner as if they were expressly named.

XXVIII. TIME

Time is of the essence of this Agreement.

XXIX. INTERPRETATION

This Agreement shall be deemed to have been prepared equally by both of the parties, and the Agreement and its individual provisions shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

XXX. DIRECTOR

As used in this Agreement, "DIRECTOR" shall mean the District Attorney of the Office of The District Attorney or his/her designee.

XXXI. DISPUTES

In the event of any dispute arising out of or relating to this Agreement, the parties shall attempt, in good faith, to promptly resolve the dispute mutually between themselves. Pending resolution of any such dispute, CONTRACTOR shall continue without delay to carry out all its responsibilities under this Agreement unless the Agreement is otherwise terminated in accordance with the Termination provisions herein. COUNTY shall not be required to make payments for any services that are the subject of this dispute resolution process until such dispute has been mutually resolved by the parties. If the dispute cannot be resolved within 15 calendar days of initiating such negotiations or such other time period as may be mutually agreed to by the parties in writing, either party may pursue its available legal and equitable remedies, pursuant to the laws of the State of California. Nothing in this Agreement or provision shall constitute a waiver of any of the government claim filing requirements set forth in Title 1, Division 3.6, of the California Government Code or as otherwise set forth in local, state and federal law.

XXXII. TERMINATION

- A. COUNTY may terminate this Agreement without cause upon thirty (30) days written notice to the other party. Notice shall be deemed served on the date of mailing. If notice of termination for cause is given by COUNTY to CONTRACTOR and it is later determined that CONTRACTOR was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to this paragraph (A).
- B. COUNTY may terminate this Agreement for cause immediately upon giving written notice to CONTRACTOR should CONTRACTOR materially fail to perform any of the covenants contained in this Agreement in the time and/or manner specified. In the event of such termination, COUNTY may proceed with the work in any manner deemed proper by COUNTY. If notice of termination for cause is given by COUNTY to CONTRACTOR and it is later determined that CONTRACTOR was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph (A) above.
- C. COUNTY may terminate or amend this Agreement immediately upon giving written notice to CONTRACTOR, 1) if advised that funds are not available from external sources for this Agreement or any portion thereof, including if distribution of such funds to the County is suspended or delayed; 2) if funds for the services

and/or programs provided pursuant to this Agreement are not appropriated by the State; 3) if funds in COUNTY's yearly proposed and/or final budget are not appropriated by COUNTY for this Agreement or any portion thereof; or 4) if funds that were previously appropriated for this Agreement are reduced, eliminated, and/or re-allocated by COUNTY as a result of mid-year budget reductions.

- D. If this Agreement is terminated under paragraph A or C above, CONTRACTOR shall only be paid for any services completed and provided prior to notice of termination. In the event of termination under paragraph A or C above, CONTRACTOR shall be paid an amount which bears the same ratio to the total compensation authorized by the Agreement as the services actually performed bear to the total services of CONTRACTOR covered by this Agreement, less payments of compensation previously made. In no event, however, shall COUNTY pay CONTRACTOR an amount which exceeds a pro rata portion of the Agreement total based on the portion of the Agreement term that has elapsed on the effective date of the termination.
- E. CONTRACTOR shall not incur any expenses under this Agreement after notice of termination and shall cancel any outstanding expenses obligations to a third party that CONTRACTOR can legally cancel.
- F. Economic Sanctions: Pursuant to California State Executive Order N-6-22 (Order) imposing economic sanctions against Russia and declaring support of Ukraine, County shall terminate any contract with any individual or entity that is in violation of the Order or that is subject to economic sanctions therein, and shall not enter a contract with any such individual or entity while the Order is in effect.

XXXIII. REPORTS

- A. CONTRACTOR shall, without additional compensation therefor, make fiscal, program evaluation, progress, and such other reports as may be reasonably required by DIRECTOR concerning CONTRACTOR's activities as they affect the contract duties and purposes herein. COUNTY shall explain procedures for reporting the required information.
- B. CONTRACTOR agrees that, pursuant to Government Code section 7522.56, CONTRACTOR shall make best efforts to determine if any of its employees or new hires providing direct services to the county are members of the Sacramento County Employees' Retirement System (SCERS). CONTRACTOR further agrees that it shall make a report bi-annually (due no later than January 31st and July 31st) to the COUNTY with a list of its employees that are members of SCERS along with the total number of hours worked during the previous 6 months. This report shall be forwarded to where Notice is sent pursuant to Roman numeral III of this Agreement.

XXXIV. AUDITS AND RECORDS

Upon COUNTY's request, COUNTY or its designee shall have the right at reasonable times and intervals to audit, at CONTRACTOR's premises, CONTRACTOR's financial and program records as COUNTY deems necessary

to determined CONTRACTOR's compliance with legal and contractual requirements and the correctness of claims submitted by CONTRACTOR. CONTRACTOR shall maintain such records for a period of four years following termination of the Agreement, and shall make them available for copying upon COUNTY's request at COUNTY's expense. COUNTY shall have the right to withhold any payment under this Agreement until CONTRACTOR has provided access to CONTRACTOR's financial and program records related to this Agreement.

XXXV. PRIOR AGREEMENTS

This Agreement constitutes the entire contract between COUNTY and CONTRACTOR regarding the subject matter of this Agreement. Any prior agreements, whether oral or written, between COUNTY and CONTRACTOR regarding the subject matter of this Agreement are hereby terminated effective immediately upon full execution of this Agreement.

XXXVI. SEVERABILITY

If any term or condition of this Agreement or the application thereof to any person(s) or circumstance is held invalid or unenforceable, such invalidity or unenforceability shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Agreement are declared severable.

XXXVII. FORCE MAJEURE

Neither CONTRACTOR nor COUNTY shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism, or other disasters, whether or not similar to the foregoing, and acts or omissions or failure to cooperate of the other party or third parties (except as otherwise specifically provided herein).

XXXVIII. SURVIVAL OF TERMS

All services performed and deliverables provided pursuant to this Agreement are subject to all of the terms, conditions, price discounts and rates set forth herein, notwithstanding the expiration of the initial term of this Agreement or any extension thereof. Further, the terms, conditions and warranties contained in this Agreement that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Agreement shall so survive.

XXXIX. DUPLICATE COUNTERPARTS

This Agreement may be executed in duplicate counterparts. The Agreement shall be deemed executed when it has been signed by both parties.

Signatures scanned and transmitted electronically shall be deemed original signatures for purposes of this Agreement, with such scanned signatures having the same legal effect as original signatures. This Agreement may be executed through the use of an electronic signature and will be binding on each party as if it were physically executed.

XL. AUTHORITY TO EXECUTE

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement for or on behalf of the parties to this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first written above.

**COUNTY OF SACRAMENTO, a
political subdivision of the State
of California**

SICURO DATA ANALYTICS, LLC

By _____ Thien Ho By _____ Gregory DeAngelo
District Attorney President, Sicuro Data Analytics, LLC

Date: _____ Date: _____

CONTRACT AND CONTRACTOR TAX STATUS
REVIEWED AND APPROVED BY COUNTY COUNSEL

By: _____ Date: _____

**EXHIBIT A to Agreement
between the COUNTY OF SACRAMENTO,
hereinafter referred to as "COUNTY," and
SICURO DATA ANALYTICS, LLC, hereinafter referred to as "CONTRACTOR"**

SCOPE OF SERVICES

I. SERVICE LOCATION

**District Attorney's Office
901 G Street
Sacramento, CA 95814**

II. DESCRIPTION OF SERVICES

Assembly Bill 2542 (2020), or the Racial Justice Act (now codified as Penal Code section 745), was enacted. Penal Code section 745 provides remedies to defendants who allege disparate treatment based on race, ethnicity, or national origin. To establish whether disparate treatment has been established, either party can present evidence including, but not limited to, statistical evidence or aggregate data. Such evidence can be used to establish whether there are significant differences in charges or convictions when comparing individuals who have engaged in "similar conduct" and are "similarly situated," and where the prosecution cannot establish race-neutral reasons for the disparity. (See Pen. C. § 745 (h)(1).)

The Consultant will perform the following work.

A statistical analysis of criminal charging and outcomes, as outlined in the Racial Justice Act, for the County in three (3) phases. The work associated with each phase is detailed below.

Phase 1 – Expected Completion: 3-6 months

Phase 1 of the Racial Justice Act analysis will involve the ingestion of data from the Client. The list of data elements and fields required to perform the analysis will be developed by the Consultant through meetings with the Client. Upon receiving the data housed in the Client's case management system, the Consultant will engage in several steps to ensure full comprehension of the data:

- 1) Convert database files (e.g., mdf, bak, etc.) into flat files (csv)
- 2) Reconstruct case management system with flat files
- 3) Reshape data at the case-defendant level
- 4) Conduct a data audit to identify data gaps

Upon completion of these steps, the Consultant will prepare a data audit report that will outline key missing components in the existing data files that have been provided. The Consultant will then work with the Client to identify additional, internal databases that could contain the missing data features as well as external locations where missing data are maintained (e.g., court databases). Finally, the Consultant will develop a plan for backfilling missing content and prepare a *Phase 1 Completion Report* that outlines the steps taken to construct an analytically usable database and what will be needed to backfill missing content to develop a comprehensive data set in Phase 2.

Upon completion of a signed contract, the Consultant will prepare a visit to the Client's office to meet with various members of the district attorney's office, including the database management team, clerical staff, chief ADAs, and any other pertinent staff.

After the transfer of data occurs, the Consultant will convert database files into flat files and reconstruct the case management system. The Consultant will identify errors and issues that arise in the process of merging and appending flat files to reconstruct the case management system. This process typically involves several virtual meetings with members of the database management team.

After reconstruction of the case management system, the Consultant will reshape the data at the case-defendant level. Again, this process typically involves several virtual meetings with members of the database management team.

A data audit and written report will then be completed and presented to the County.

Phase 2 – Expected Completion: 4-6 months

Based on the findings of the data audit, the Consultant will devise a plan for backfilling content that is either incorrectly included or altogether omitted in the case management system. This typically involves working with the County to provide access to court records where content can be accessed, crawled, extracted, and then backfilled into the case management system that the Consultant has reconstructed.

Based on the format of the data accessed from the courts, the Consultant will construct a set of code to access and harvest the court content. Once the content has been saved locally, the Consultant will construct another set of code to extract pertinent information from the court records. These data will then be merged with the reconstructed case management system.

A report of the content that has been updated as a result of the court crawling and content extraction effort will then be produced. Additionally, the Consultant will provide the County with the updated content, which can be ingested and incorporated into the County's production case management system, should the County be interested in updating their records.

Phase 3 – Expected Completion: 6-10 months

Once the reconstructed case management system has been determined to be complete and restructured at the case-defendant level, the Consultant will begin the process of conducting the empirical analysis of the Racial Justice Act.

The first step in conducting the empirical analysis will involve conducting an average outcomes analysis. This analysis will identify different raced, but otherwise identical, defendants to determine whether disparities exist in charging practices (e.g., press any charge, charge a felony) and case outcomes (e.g., guilty outcome, sentence length). To conduct this analysis, the Consultant will identify as many observable features of a case as possible (e.g., requested charges from law enforcement agency, type of crime, division within the district attorney's office where the charges have been filed, census tract where the incident occurred, etc.), and control for criminal behavior and charging practices that have historically been associated with these geographic regions, types of crimes, law enforcement agency, etc. Upon completion of this analysis, a visual construction of any disparities will be produced for ease of readability. However, a full technical appendix and corresponding regression tables will also be produced, which are the support for any graphics that are produced.

In the second step of the empirical analysis, the Consultant will leverage as-if randomly assigned cases to deputy district attorneys to leverage randomness in case assignment and differences in prosecutor charging practices. By leveraging both the random assignment of cases to prosecutors and differences in prosecutor preferences for charging cases, the Consultant can identify the impact of harsher or more lenient charging practices on case outcomes. Importantly, with regards to the Racial Justice Act analysis, the Consultant can leverage randomly assigned cases to determine whether statistical differences in charging practices are observed for the marginal defendant, as opposed to the average defendant. Note that the marginal defendant is the defendant who had the lowest case strength but was still charged. In comparing the marginal defendant where charges were brought by a deputy district attorney across the set of cases that are randomly assigned, the Consultant can determine whether the evidentiary standard applied to defendants differs by race.

In the third step of the empirical analysis, the Consultant will conduct an outlier analysis at both the case and deputy district attorney level. The outlier analysis will generate a "norm" for the district attorney's office with regards to charging and sentencing practices, accounting for the differences that arise due to crime type, requested charges, defendant age, criminal history, etc. The Consultant will then identify instances where specific cases deviate from the office-wide norm at such a level that they are both statistically significantly and materially different from the norm of the office. A similar analysis will be conducted at the deputy district attorney level, where the prosecuting behavior of each deputy district attorney will be compared to the norm of the entire office. Note that this analysis will be conducted for a deputy district attorney's charging behavior within each type of crime, or top charge. Thus, the Consultant will produce instances where specific cases or specific deputy district attorney charging practices within a type of crime significantly and materially differ from the norm within the office.

At the completion of each of the three components of the empirical analysis, the Consultant will present the results to the County to obtain feedback and then implement this feedback into the analysis to ensure that the report accurately reflects practices within the office and ensures fairness in the representation of the findings. Once a final set of results have been agreed upon between the Consultant and the County, a report of the findings will be produced. The report will contain two sections. The first will be intended for a general audience, using language that is understandable by non-technical readers. The second section will contain all of the technical assumptions and details utilized in

supporting the figures and tables that are presented in both the first and second sections of the report.

At the completion of the Racial Justice Act analysis, a 90-120 second video storyboard will be produced. The storyboard will be a complementary feature to the reports that explain the results of the Racial Justice Act analysis. The intent of the storyboard is to produce a simple, video explanation of the results of the analysis that can be understood by non-technical viewers. The video will be hosted and exclusively owned by the Sacramento District Attorney's Office.

In addition to the data elements that have been cleaned and backfilled for the Racial Justice Analysis, the remaining data elements that are required to fulfill AB 2418 and other data elements that the district attorney's office deems critical to maintain in their case management system will also be collected. Examples of these data elements could include the custodial status of the defendant at initial appearance, whether the defendant was remanded, the size of the bail, date of release from jail, the size of the plea offer, whether the defendant was offered diversion, whether the defendant accepted diversion, etc.

Upon completion of the data cleaning and backfilling process, a publicly available interactive map of Sacramento County will be produced. The map will include numerous "layers" that are broken apart by geographic units (e.g., census tracts), which contain information about each geographic unit. The anticipated layers - which can be aggregated to the monthly, semi-annual, or annual level - will include total cases, total cases by crime type, percent of citizens by race, percent of defendants by race, percent of victims by race, average income levels, average education levels, etc. The specific layers will be finalized after a presentation of the map is given to the district attorney's office.

Two dashboards will be produced that utilize the cleaned and backfilled analytical data set. The first dashboard will be intended exclusively for internal (i.e., employees of the district attorney's office, and possibly only management) use. The data set will produce basic descriptive information (e.g., total number of cases handled by division) as well as more complicated analytics (e.g., charging rate of similarly situated defendants) that will continuously update depending on the district attorney's preferences. The second dashboard will be intended for public consumption and can include aggregated counts of cases that are referred to the district attorney's office, files charged broken apart by crime types, disposition of cases, etc.

**EXHIBIT B to Agreement
between the COUNTY OF SACRAMENTO,
hereinafter referred to as "COUNTY," and
SICURO DATA ANALYTICS, LLC, hereinafter referred
to as "CONTRACTOR"**

INSURANCE REQUIREMENTS FOR CONTRACTORS

Without limiting CONTRACTOR's indemnification, CONTRACTOR shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the CONTRACTOR, its agents, representatives or employees. COUNTY shall retain the right at any time to review the coverage, form, and amount of the insurance required hereby. If in the opinion of the County Risk Manager, insurance provisions in these requirements do not provide adequate protection for COUNTY and for members of the public, COUNTY may require CONTRACTOR to obtain insurance sufficient in coverage, form and amount to provide adequate protection. COUNTY's requirements shall be reasonable but shall be imposed to assure protection from and against the kind and extent of risks that exist at the time a change in insurance is required.

I. VERIFICATION OF COVERAGE

CONTRACTOR shall furnish the COUNTY with certificates evidencing coverage required below. **Copies of required endorsements must be attached to provided certificates.** The County Risk Manager may approve self-insurance programs in lieu of required policies of insurance if, in the opinion of the Risk Manager, the interests of the COUNTY and the general public are adequately protected. All certificates, evidences of self-insurance, and additional insured endorsements are to be received and approved by the County before performance commences. The COUNTY reserves the right to require that CONTRACTOR provide complete, certified copies of any policy of insurance offered in compliance with these specifications.

II. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

- A. **GENERAL LIABILITY:** Insurance Services Office's Commercial General Liability occurrence coverage form CG 0001. Including, but not limited to Premises/Operations, Products/Completed Operations, Contractual, and Personal & Advertising Injury, without additional exclusions or limitations, unless approved by the County Risk Manager.
- B. **AUTOMOBILE LIABILITY:** Insurance Services Office's Commercial Automobile Liability coverage form CA 0001.
 - 1. **Commercial Automobile Liability:** auto coverage symbol "1" (any auto) for corporate/business owned vehicles. If there are no owned or leased

vehicles, symbols 8 and 9 for non-owned and hired autos shall apply.

2. Personal Lines automobile insurance shall apply if vehicles are individually owned.
- C. WORKERS' COMPENSATION: Statutory requirements of the State of California and Employer's Liability Insurance.
- D. PROFESSIONAL LIABILITY with *TECHNOLOGY ERRORS and OMISSIONS LIABILITY*. Insurance covering liability for losses resulting or arising from negligent acts, errors or omissions in rendering computer or information technology services or from programming errors, software performance, data damage/destruction/corruption; including without limitation, failure to perform, and loss from unauthorized access, unauthorized use, virus transmission, denial of service and loss of income from network security failures in connection with the services provided under an Agreement.
- E. UMBRELLA or Excess Liability policies are acceptable where the need for higher liability limits is noted in the Minimum Limits of Insurance and shall provide liability coverages that at least follow form over the underlying insurance requirements where necessary for Commercial General Liability, Commercial Automobile Liability, Employers' Liability, and any other liability coverage (other than Professional Liability) designated under the Minimum Scope of Insurance.
- F. CYBER LIABILITY INCLUDING ERRORS AND OMISSIONS, IDENTITY THEFT, INFORMATION SECURITY and PRIVACY INJURY LIABILITY

III. MINIMUM LIMITS OF INSURANCE

CONTRACTOR shall maintain limits no less than:

- A. General Liability shall be on an Occurrence basis (as opposed to Claims Made basis). Minimum limits and structure shall be:

General Aggregate:	\$2,000,000
Products Comp/Op Aggregate:	\$2,000,000
Personal & Adv. Injury:	\$1,000,000
Each Occurrence:	\$1,000,000
Fire Damage:	\$ 100,000
- B. AUTOMOBILE LIABILITY:
 1. Commercial Automobile Liability for Corporate/business owned vehicles including non-owned and hired, \$1,000,000 Combined Single Limit.
 2. Personal Lines Automobile Liability for Individually owned vehicles, \$250,000 per person, \$500,000 each accident, \$100,000 property damage.

- C. WORKERS' COMPENSATION: Statutory.
- D. EMPLOYER'S LIABILITY: \$1,000,000 per accident for bodily injury or disease.
- E. PROFESSIONAL LIABILITY OR ERRORS AND OMISSIONS LIABILITY: \$2,000,000 per claim and aggregate.

F. CYBER LIABILITY INCLUDING ERRORS AND OMISSIONS, IDENTITY THEFT, INFORMATION SECURITY and PRIVACY INJURY LIABILITY: The minimum limits shall be not less than \$2,000,000 per claim or incident and \$2,000,000 aggregate. Coverage shall include but is not limited to:

Third party injury or damage (including loss or corruption of data) arising from a negligent act, error or omission or a data breach.

Defense, indemnity and legal costs associated with regulatory breach (including HIPAA), negligence or breach of contract.

Administrative expenses for forensic expenses and legal services.

Crisis management expenses for printing, advertising, mailing of materials and travel costs of crisis management firm, including notification expenses.

Identity event service expenses for identity theft education, assistance, credit file monitoring to mitigate effects of personal identity event, post event services.

IV. DEDUCTIBLES AND SELF-INSURED RETENTION

Any deductibles or self-insured retention that apply to any insurance required by this Agreement must be declared and approved by the COUNTY.

V. CLAIMS MADE PROFESSIONAL LIABILITY INSURANCE

If professional liability coverage is written on a Claims Made form:

- A. The "Retro Date" must be shown, and must be on or before the date of the Agreement or the beginning of Agreement performance by CONTRACTOR.
- B. Insurance must be maintained and evidence of insurance must be provided for at least one (1) year after completion of the Agreement.
- C. If coverage is cancelled or non-renewed, and not replaced with another claims made policy form with a "Retro Date" prior to the contract effective date, the CONTRACTOR must purchase "extended reporting" coverage for a minimum of one (1) year after completion of the Agreement.

VI. OTHER INSURANCE PROVISIONS

The insurance policies required in this Agreement are to contain, or be endorsed to contain, as applicable, the following provision:

A. All Policies:

1. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII. The County Risk Manager may waive or alter this requirement, or accept self-insurance in lieu of any required policy of insurance if, in the opinion of the Risk Manager, the interests of the COUNTY and the general public are adequately protected.
2. **MAINTENANCE OF INSURANCE COVERAGE:** The Contractor shall maintain all insurance coverages and limits in place at all times and provide the County with evidence of each policy's renewal ten (10) days in advance of its anniversary date.

Contractor is required by this Agreement to immediately notify County if they receive a communication from their insurance carrier or agent that any required insurance is to be canceled, non-renewed, reduced in scope or limits or otherwise materially changed. Contractor shall provide evidence that such cancelled or non-renewed or otherwise materially changed insurance has been replaced or its cancellation notice withdrawn without any interruption in coverage, scope or limits. Failure to maintain required insurance in force shall be considered a material breach of the Agreement.

VII. COMMERCIAL GENERAL LIABILITY AND/OR COMMERCIAL AUTOMOBILE LIABILITY

- A. **ADDITIONAL INSURED STATUS:** The COUNTY, its officers, directors, officials, employees, and volunteers are to be endorsed as additional insureds as respects: liability arising out of activities performed by or on behalf of the CONTRACTOR; products and completed operations of the CONTRACTOR; premises owned, occupied or used by the CONTRACTOR; or automobiles owned, leased, hired or borrowed by the CONTRACTOR. The coverage shall contain no endorsed limitations on the scope of protection afforded to the COUNTY, its officers, directors, officials, employees, or volunteers.
- B. **CIVIL CODE PROVISION:** Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.
- C. **PRIMARY INSURANCE:** For any claims related to this Agreement, the CONTRACTOR's insurance coverage shall be endorsed to be primary insurance as respects the COUNTY, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the COUNTY,

its officers, directors, officials, employees, or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

- D. SEVERABILITY OF INTEREST: The CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- E. SUBCONTRACTORS: CONTRACTOR shall be responsible for the acts and omissions of all its subcontractors and additional insured endorsements as provided by CONTRACTORs subcontractor.

VIII. WORKERS' COMPENSATION

Workers' Compensation Waiver of Subrogation: The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against the COUNTY, its officers, directors, officials, employees, agents or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by the CONTRACTOR. Should CONTRACTOR be self-insured for workers' compensation, CONTRACTOR hereby agrees to waive its right of subrogation against COUNTY, its officers, directors, officials, employees, agents or volunteers.

IX. PROPERTY

Course of Construction (COC) Waiver of Subrogation: Any Course of Construction (COC) policies maintained by the CONTRACTOR in performance of the Agreement shall contain the following provisions:

1. The COUNTY shall be named as loss payee.
2. The Insurer shall waive all rights of subrogation against the COUNTY.

Inland Marine Waiver of Subrogation: Any Inland Marine insurance policies maintained by the CONTRACTOR in performance of the Agreement shall be endorsed to state that the insurer shall waive all rights of subrogation against the COUNTY.

X. NOTIFICATION OF CLAIM

If any claim for damages is filed with CONTRACTOR or if any lawsuit is instituted against CONTRACTOR, that arise out of or are in any way connected with CONTRACTOR's performance under this Agreement and that in any way, directly or indirectly, contingently or otherwise, affect or might reasonably affect COUNTY, CONTRACTOR shall give prompt and timely notice thereof to COUNTY. Notice shall be prompt and timely if given within thirty (30) days following the date of receipt of a claim or ten (10) days following the date of service of process of a lawsuit.

**EXHIBIT C to Agreement
between the COUNTY OF SACRAMENTO
hereinafter referred to as "COUNTY,"
and SICURO DATA ANALYTICS, LLC
hereinafter referred to as "CONTRACTOR"**

BUDGET REQUIREMENTS

I. MAXIMUM PAYMENT TO CONTRACTOR

The Maximum Total Payment Amount under this Agreement is: \$600,000.

II. BUDGET

The Budget for this Agreement is outlined below:

- Data ingestion, data audit, data backfilling and updating, development of full criminal histories, systematic RJA analysis of charging decisions (phase 1) and sentencing outcomes (phase 2) - \$400,000*
- Individual-level prosecutor RJA analysis - \$40,000
- Storyboard associated with any desired reports - \$20,000 per storyboard (this is the cost charged to Sicuro, which we can subcontract or put you in direct contact with the company)
- Publicly available interactive crime, defendant, victim maps with layers for race of population, income of population, etc. at census tract or block group levels - \$30,000
- Crime trajectory analyses, which includes the development of individual typologies and associated risk factors - \$25,000
- Preparation of AB 2418 data elements (that are outside the scope of the RJA analysis) - \$50,000*
- Internal or external dashboards that automate reporting and technical analytics - \$30,000 - \$50,000 depending on desired elements
- Automation of reporting - discuss ongoing pricing
- Handling of CPRA requests - discuss ongoing pricing

APPENDIX P

**REQUEST FOR EXCEPTION TO COMPETITIVE BIDDING (ETB) PROCESS
AND
DISCLOSURE STATEMENT**



**COUNTY OF SACRAMENTO
DEPARTMENT OF GENERAL SERVICES
CONTRACT & PURCHASING SERVICES DIVISION**

**REQUEST FOR EXCEPTION TO COMPETITIVE BIDDING (ETB) PROCESS
AND
DISCLOSURE STATEMENT**

Requisition (or DPO) # RC33692971 **Estimated Total Cost: \$** \$600,000

Proposed Vendor: Sicuro Data Analytics **Check One:** ☐ **Exception to Bid** OR ☒ **Sole Source**

An exception to bid is when there are similar products/services available from other sources, but you have a strong justification to purchase a specific product/service from the proposed vendor. A sole-source is when there is no alternative product/service available.

Description of Product/Service: Sicuro Data Analytics - This vendor has a unique perspective and expertise in causal data analytics based on specific institutional knowledge of the criminal justice system and having worked with other prosecuting agencies. Causal data analytics has become increasingly critical, and several legislative changes have directed that this information is kept in a specified fashion. The procurement of this vendor will enable the Sacramento County District Attorney's Office to comply with the Racial Justice Act (Act). Specifically this vendor will digest the content of our case management system, backfill missing and erroneous content within the case management system, and provide statistical analysis of charging decisions and outcomes, as required by the Act.

If your request were to be denied and the product/service is procured via an open and competitive bidding process, what would be the impact: The Racial Justice Act (Act), codified in Penal Code section 745, was enacted in 2020 and imposes a significant burden on the Sacramento County District Attorney's Office (SCDA). The SCDA is not currently equipped to respond to claims made pursuant to this Act. Although the case management system maintained by the SCDA has some data as required by the Act, the data is not complete. Nor is the SCDA equipped to analyze the data as outlined in the Act. Sicuro Data Analytics (SDA) offers a unique combination of technical coding capability, statistical analysis, and institutional knowledge of the criminal justice system at the county level within the State of California. They have top security clearance, a completed criminal background check, a lab compliant with CJIS standards, and CLETS certification. This vendor is familiar with our case management system and has proprietary code to access the secured data, allowing them to immediately begin the time-sensitive project of examining, backfilling and analyzing data as required by the Racial Justice Act.

This form must accompany the purchase document whenever an exception to the competitive bidding process is requested. State and local laws subject Sacramento County to competitive bidding rules. Requests for goods and/or services from a specific vendor or limited to a specific brand, where substitutes to the recommended vendor or brand are unacceptable, must be accompanied by a written justification explaining the circumstances that make alternatives unacceptable. The employee signing the justification must disclose in writing whether or not he/she has a perceived, potential or actual conflict of interest. County employees who have a business relationship with or financial interest in the recommended vendor must disclose the conflict of interest. Any employee with an actual or potential conflict of interest may not participate in the purchase decision.

The Purchasing Agent or authorized designee will determine whether the justification is appropriate. Requests for exception must be supported by factual statements that will pass an audit.

INSTRUCTIONS

Complete the above and all the following pages and sign in the appropriate places. If needed, attach all supporting documentation. Once completed, scan and attach to your requisition in COMPASS.

If this is being completed for a Delegated Purchase Order (DPO), send a copy to the Purchasing Agent and obtain approval BEFORE sending your DPO to the vendor.

If this request is for the renewal of SOFTWARE licensing, maintenance and/or support, this form is required every 3 years (not with every annual renewal).

1. Please check all applicable categories (a. through i.) below and provide additional information where indicated.

☐

a. The requested product is an integral repair part or accessory compatible with existing equipment or system.

Existing Equipment/System: Click here to enter text.

Manufacturer/Model Number: Click here to enter text.

Age: Click here to enter text.

Current Estimated Value: Click here to enter text.

Purchase Date: Click here to enter text.

Purchase Order/Contract # Click here to enter text.

☒

b. The requested product has unique design/performance specifications or quality requirements that are not available in comparable products.

☐

c. I have standardized the requested product and the use of another brand/model would require considerable time and funding to evaluate.

☐

d. The requested product is one in which I (and/or my staff) have specialized training and/or extensive expertise. Retraining would incur substantial cost in time and/or funding.

☐

e. The requested product is used or demonstration equipment available at a lower-than-new cost.

☐

f. Repair/Maintenance service is available only from manufacturer or designated service representative.

☐

g. Upgrade to or enhancement of existing software is available only from manufacturer.

☐

h. Service proposed by vendor is unique; therefore, competitive bids are not available or applicable.

☐

i. Other factors (provide detailed explanation in #2 below).

2. Provide a detailed explanation and pertinent documentation *for each category* checked in item 1 above. Attach additional sheets if necessary:

Click here to enter text.

3. Was an evaluation of other equipment, products, or services performed?

☐

Yes ***If yes, please provide all supporting documentation.***

☒

No Explain why: This type of service was researched across different medias. After evaluation, Sicuro Data Analytics is uniquely focused on and has a working knowledge of the Racial Justice Act, a law specific to California and not applicable to other jurisdictions. This vendor has already contracted with

other counties in our state to provide data based on what is required by that Act. Additionally, this vendor provides and possesses the necessary security clearance (completed criminal background check, a lab compliant with CJIS standards, and CLETS certification) and specialized combination of technical coding skills, statistical analysis expertise, and institutional knowledge of the criminal justice system in Sacramento County.

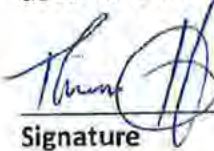
4. List below the name of each individual who was involved in the evaluation, if conducted, and in making the recommendation to procure this product or service. Attach additional information, if necessary. Each individual must submit a completed and signed Disclosure Statement (attached).

Rodney Norgaard
Name

Scott Triplett
Name

Click here to enter text.
Name

5. I certify that the above information is accurate to the best of my knowledge, and a signed copy of this document will be kept on file and available for audit in my department.

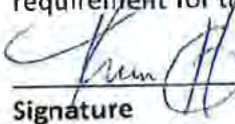

Signature

2/16/23
Date

Thien Ho
Printed Name
District Attorney
Title

District Attorney
Department Name

6. **DEPARTMENT HEAD ACKNOWLEDGEMENT (Mandatory for all requests exceeding \$100,000):** I hereby certify that I fully agree with and support this request to waive the county's competitive bidding requirement for the purchase listed in the enclosed documentation.


Signature

2/16/23
Date

Thien Ho
Printed Name
Sacramento County District Attorney
Title

Purchasing Approvals

Contract Services Officer Approval / Date

SmartProcure results: Click here to enter text.

Other due diligence performed: Click here to enter text.

Contract Services Manager or Purchasing Agent Approval

/

Date

Craig A. Rader

3/21/23

See email from Scott Triplett dated 3/7/23 for additional supporting information.

**DISCLOSURE STATEMENT TO ACCOMPANY
REQUEST FOR EXCEPTION TO COMPETITIVE BIDDING PROCESS**

Each individual involved in evaluating and/or in making a recommendation to purchase must complete, sign, and submit a Disclosure Statement with the applicable purchase document. Filing an annual statement of economic interest does not exempt an employee from this requirement. (Attach additional information if necessary.)

1. Did you receive any income or gifts from this company during the past 12 months: ☐ Yes or ☒ No. If yes, please describe below.
Click here to enter text.
2. Do you have a financial interest (stocks, shares, investments, etc.) in this company: ☐ Yes or ☒ No. If yes, please describe below.
Click here to enter text.
3. Do you have any other type of business relationship with this company? ☐ Yes or ☒ No. If yes, please describe below.
Click here to enter text.
4. To the best of your knowledge, does any member of your departmental staff have a business relationship with this company? ☐ Yes or ☒ No. If yes, please describe below.
Click here to enter text.
5. Do you or any of your near relatives have any financial interest in this company? ☐ Yes or ☒ No. If yes, please describe below.
Click here to enter text.
6. **Please provide any additional information you believe should be disclosed at this time:**

Click here to enter text.
7. I certify that the above information is true:



Signature

Rod Norgaard
Printed Name

2/15/23
Date


Chief Deputy District Attorney
Title

**DISCLOSURE STATEMENT TO ACCOMPANY
REQUEST FOR EXCEPTION TO COMPETITIVE BIDDING PROCESS**

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1. Did you receive any income or gifts from this company during the past 12 months: ☐ Yes or ☒ No. If yes, please describe below.
Click here to enter text.
2. Do you have a financial interest (stocks, shares, investments, etc.) in this company: ☐ Yes or ☒ No. If yes, please describe below.
Click here to enter text.
3. Do you have any other type of business relationship with this company? ☐ Yes or ☒ No. If yes, please describe below.
Click here to enter text.
4. To the best of your knowledge, does any member of your departmental staff have a business relationship with this company? ☐ Yes or ☒ No. If yes, please describe below.
Click here to enter text.
5. Do you or any of your near relatives have any financial interest in this company? ☐ Yes or ☒ No. If yes, please describe below.
Click here to enter text.
6. ***Please provide any additional information you believe should be disclosed at this time:***

Click here to enter text.
7. I certify that the above information is true:



Signature

Scott Triplett
Printed Name

2/15/23
Date

Chief Deputy District Attorney
Title

**EXHIBIT D to Agreement between the COUNTY OF SACRAMENTO,
hereinafter referred to as "COUNTY," and
SICURO DATA ANALYTICS, LLC, hereinafter referred
to as "CONTRACTOR"**

Security Supplemental Terms and Conditions

I. DEFINITIONS

- a. **Application Programming Interface (API):** A set of functions and procedures allowing the creation of applications that access the features or data of an operating system, application, or other service.
- b. **CONTRACTOR:** The contractor and its employees, subcontractors, agents and affiliates who are providing the services agreed to under this Agreement.
- c. **COUNTY Data:** All data created or in any way originating with the COUNTY, and all data that is the output of computer processing or other electronic manipulation of any data that was created by or in any way originated with the COUNTY, whether such data or output is stored on the COUNTY's hardware, the CONTRACTOR's hardware, hardware owned by subcontractors of the CONTRACTOR, or exists in any system owned, maintained or otherwise controlled by the COUNTY, the CONTRACTOR, or subcontractors of the CONTRACTOR.
- d. **Data Breach:** The misappropriation of COUNTY Data in the custody of the CONTRACTOR or the compromise of the security, confidentiality or integrity of the COUNTY Data Processing System maintained by the CONTRACTOR.
- e. **Cloud Solution:** The use of Software as a Service (SaaS), Platform as a Service (PaaS), Infrastructure as a Service (IaaS), and others storing, processing, and/or transmitting of COUNTY Data in environments outside the control of the COUNTY.
- f. **FedRAMP:** Federal Risk and Authorization Management Program. Information about FedRAMP can be found at www.fedramp.gov.
- g. **Hybrid Solution:** The use of both a Cloud Solution and On-Premises Solution.
- h. **Internet Protocol (IP) address:** A numerical label assigned to each device connected to a computer network that uses the Internet Protocol for communication.

- i. **On-Premises Solution:** The use of a solution that is installed and run on computers that are on the COUNTY's premises.
- j. **StateRAMP:** State Risk and Authorization Management Program. Information about StateRAMP can be found at www.stateramp.org.
- k. **COUNTY Contacts:** The person or persons designated below in writing by the COUNTY/CONTRACTOR to receive Security Incident or breach notification.

Role	COUNTY OF SACRAMENTO	Contact Information
Approving Official/CISO	Michael Ishii	Desk: (916) 874-1202 IshiiM@sacda.org
Reporting/Information Security	Information Security Office (ISO)	Desk: (916) 874-1653 GonzalezA@sacda.org@sacda.org

II. COMPLIANCE

a. **Cloud Solution**

1. The Contractor shall achieve FedRAMP or StateRAMP Ready Status for the Cloud Service being provided within 90 days of the Agreement execution. Upon issuance of this Agreement, the CONTRACTOR must achieve full FedRAMP or StateRAMP authorization for the applicable security control category within 12 months. The CONTRACTOR must comply with required continuous monitoring to maintain FedRAMP or StateRAMP authorizations.
2. The COUNTY reserves the right to request and review all Third Party Assessment Organization (3PAO) audits, risk assessments, vulnerability assessments, and penetration tests of the contractor's environment. The CONTRACTOR must respond to all flaws discovered that could affect performance to FedRAMP or StateRAMP specifications. CONTRACTOR must provide a timeframe acceptable to the COUNTY to resolve the identified issue and/or implement a compensating control.
3. Any deviation from these requirements must be approved by the COUNTY Chief Information Security Officer or designee in writing.

b. On-Premises Solution

1. The CONTRACTOR shall ensure that applicable Information Systems the CONTRACTOR provides as a part of this agreement are capable of running the following security tools:

Security Tool	Applicable Information Systems
Crowdstrike Falcon	Servers, Workstations, Non-Hardened Appliance
Tanium	Servers, Workstations, Non-Hardened Appliance
Splunk Universal forwarder or alternative log forwarder	Servers, Workstations, Non-Hardened Appliance, Internet-of-Things (IoT)

2. The COUNTY reserves the right to conduct audits, risk assessments, vulnerability assessments, and penetration tests of the CONTRACTOR's solution.
3. The CONTRACTOR must respond within 30 days to all Critical and Important flaws discovered that could affect the security of the solution.
4. CONTRACTOR must resolve the identified issue and/or implement a compensating control within 90 days.
5. Any deviation from these requirements must be approved by the COUNTY Chief Information Security Officer or designee in writing.

c. Hybrid Solution

The CONTRACTOR must comply with both Cloud Solution and On-Premises Solution requirements for corresponding system components.

III. NON-DISCLOSURE

The CONTRACTOR shall require commercially reasonable non-disclosure agreements with applicable employees and subcontractors, and limit COUNTY Data knowledge to that which is necessary to perform job duties involved in the performance of this Agreement.

IV. DATA OWNERSHIP

- a. The COUNTY solely and exclusively owns and retains all right, title and interest, whether express or implied, in and to any and all COUNTY data.

CONTRACTOR neither has nor acquires, any right, title or interest, whether express or implied, in and to COUNTY Data.

- b. CONTRACTOR will only use COUNTY data for the purposes set forth in this Agreement. CONTRACTOR will only access COUNTY data as necessary for performance of this Agreement. CONTRACTOR will not access COUNTY user accounts except to respond to service or technical problems or at the COUNTY's specific request.
- c. All COUNTY data, including copies, summaries and derivative works thereof, must be remitted, in a mutually agreeable format and media, to the COUNTY by the CONTRACTOR upon request or upon completion, termination or cancellation of this Agreement. The foregoing sentence does not apply if the COUNTY Chief Information Security Officer or delegate authorizes in writing the CONTRACTOR to sanitize and/or destroy the data in a manner acceptable to the COUNTY and the CONTRACTOR certifies in writing the sanitization and/or destruction of the data.
- d. Within 90 days following any remittance of COUNTY Data to the COUNTY, CONTRACTOR shall, unless otherwise instructed by the COUNTY in writing, sanitize and/or destroy any remaining data in a manner acceptable to the COUNTY, and certify in writing that the sanitization and/or destruction of the data has occurred. Any such remittance, sanitization or destruction will be at the CONTRACTOR's sole cost and expense.

V. DATA LOCATION

The CONTRACTOR shall provide its services to the COUNTY solely from data centers in the United States (U.S.). Storage of COUNTY Data at rest shall be located solely in data centers in the U.S. The CONTRACTOR shall not allow its personnel or contractors to store COUNTY Data on portable devices, including but not limited to personal computers, except for devices that are used and kept only at its U.S. data centers and used for this Agreement. The CONTRACTOR shall permit its personnel and contractors to access COUNTY Data remotely only as required to provide technical support. The CONTRACTOR may provide technical user support on a 24/7 basis using a follow-the-sun model, unless otherwise prohibited in this Agreement.

- b. CONTRACTOR must notify the County **in writing within 48 hours** of any location changes to CONTRACTOR data center(s) that will process or store COUNTY data. Notice should be made to ITSEC@Sacramento.ca.gov and must reference this agreement.

VI. NOTIFICATION OF LEGAL REQUESTS

- a. The CONTRACTOR shall immediately notify COUNTY upon receipt of any subpoenas, service of process, litigation holds, discovery requests and other legal requests related to all data given to CONTRACTOR by COUNTY in the performance of this Agreement, and in no event later than 24 hours after it receives the request.

- b. CONTRACTOR shall not respond to legal requests related to COUNTY without first notifying COUNTY other than to notify the requestor that the information sought is potentially covered under a non-disclosure agreement.

- b. CONTRACTOR shall retain and preserve COUNTY Data in accordance with the COUNTY's instruction and requests, including, without limitation, any retention schedules and/or litigation hold orders provided by the COUNTY to CONTRACTOR, independent of where the COUNTY Data is stored, at CONTRACTOR'S sole cost and expense.

VII. SECURITY BREACHES

- a. Upon becoming aware of a potential, suspected, or actual Data Breach involving COUNTY data, the CONTRACTOR shall without undue delay (and in no event later than 72 hours of becoming aware of such Data Breach) inform the COUNTY and provide written details of the Data Breach, including the type of data affected, the identity of affected person(s), the likely consequences of the Data Breach, any other information the COUNTY may reasonably request concerning the affected persons, and the measures taken or proposed to be taken to address it, as soon as such information becomes known or available to the CONTRACTOR.

- b. The CONTRACTOR will promptly take reasonable steps to contain, investigate and mitigate any Data Breach. CONTRACTOR will provide

timely information about the Data Breach including, but not limited to, the nature and consequences of the Data Breach; the measures taken and/or proposed by CONTRACTOR to mitigate or contain the Data Breach; the status of the CONTRACTOR investigation of the Data Breach; a contact point from which additional information may be obtained; and the categories and approximated number of data records concerned, if available.

- c. CONTRACTOR's communications with COUNTY in connection with a Data Breach shall not be construed as an acknowledgment by CONTRACTOR of any fault or liability with respect to the Data Breach.
- d. The parties agree to coordinate in good faith on developing the content of any related public statements or any required notices for the affected persons and/or the relevant legal authorities, except as otherwise required by applicable law. In the event of a Personal Data Breach, the CONTRACTOR will provide timely information and cooperation as the County may require to fulfill COUNTY'S Data Breach reporting obligations under applicable law; take such measures and actions as are appropriate to remedy or mitigate the effects of the Data Breach; and shall keep COUNTY up-to-date about all developments in connection with the Data Breach.
- e. CONTRACTOR shall perform all requirements in the above subsections (a)-(d) of this section at CONTRACTOR'S sole cost and expense.
- f. In the event of a Data Security Incident, Contractor must notify County in writing within 48 hours. Notice should be made to ITSEC@Sacramento.ca.gov and to all parties referenced in the "Notices" section of the Agreement. Notice must reference this contract number. Notice under this section must include the date of incident and Contractor's systems and/or locations which were affected. The duty to notify under this section is broad, requiring disclosure whether or not any impact to County data is known at the time, to enable County to take immediate protective actions of its data and cloud environments. Failure to notify under this section is a material breach, and County may immediately terminate the Agreement for failure to comply.

VIII. ACCESS TO SECURITY LOGS AND REPORTS

The CONTRACTOR shall support logging in a format as agreed to by both CONTRACTOR and the COUNTY. Logging capabilities shall include latency

statistics, user access, user access internet protocol (IP) address, application programming interface (API) calls for the COUNTY's account including the source IP address of the API caller, the request parameters and the response elements returned, user access history and security logs for all COUNTY Data and digital content related to this Agreement. The logs shall be sufficient to enable the COUNTY to perform to the COUNTY's satisfaction security analysis, resource change tracking and compliance auditing.

IX. SUBCONTRACTOR DISCLOSURE

The CONTRACTOR shall identify in writing to COUNTY as soon as known by CONTRACTOR all of its strategic business partners related to services provided under this Agreement, including but not limited to all subcontractors or other entities or individuals who may be a party to a joint venture or similar agreement with the CONTRACTOR, and who shall be involved in any application development and/or operations.

X. RIGHT TO REMOVE INDIVIDUALS

The COUNTY shall have the right at any time to require that the CONTRACTOR remove from interaction with COUNTY any CONTRACTOR representative who the COUNTY believes is detrimental to its working relationship with the CONTRACTOR. The COUNTY shall provide the CONTRACTOR with notice of its determination, and the reasons it requests the removal. If the COUNTY signifies that a potential security violation exists with respect to the request, the CONTRACTOR shall immediately remove such individual. The CONTRACTOR shall not assign the person to any aspect of this Agreement or future work orders without the COUNTY's consent.

XI. TERMINATION AND SUSPENSION OF SERVICE

- a. In the event of termination of this Agreement, the CONTRACTOR shall implement an orderly return of COUNTY Data in a mutually agreeable format at CONTRACTOR's sole cost and expense. The CONTRACTOR shall guarantee the subsequent secure disposal of COUNTY Data.
- b. During any period of suspension or contract negotiation or disputes, the CONTRACTOR shall not take any action to intentionally erase any COUNTY Data.
- c. In the event of termination of any services or this Agreement in entirety, the CONTRACTOR shall not take any action to intentionally erase any COUNTY Data for a period of 90 days after the effective date of the termination. After such 90-day period, the CONTRACTOR shall have no obligation to maintain or provide any COUNTY Data and shall thereafter, unless legally prohibited, dispose of all COUNTY Data in its systems or

otherwise in its possession or under its control at CONTRACTOR'S sole cost and expense. Within this 90- day timeframe, CONTRACTOR will continue to secure and back up COUNTY Data covered under this Agreement.

- d. The COUNTY shall be entitled at no additional cost to COUNTY to any post-termination assistance generally made available with respect to the Services unless a unique data retrieval arrangement has been established as part of the Service Level Agreement.
- e. When requested by the COUNTY, the provider shall at CONTRACTOR'S sole cost and expense destroy all requested data in all of its forms, for example: disk, CD/DVD, backup tape, and paper. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST) approved methods. - Certificates of destruction shall be provided to the COUNTY at no additional cost to COUNTY.

XII. CONTRACT AUDIT

The CONTRACTOR shall allow the COUNTY to audit conformance to the Agreement terms. The COUNTY may perform this audit or contract with a third party at its discretion and at the COUNTY's expense.

XIII. WEB ACCESSIBILITY (ONLY APPLICABLE TO WEB-BASED SOLUTIONS)

COUNTY strives to achieve web accessibility by complying with the requirements of Section 508 of the Rehabilitation Act of 1973 §1194.22, as amended (29 U.S.C. Section 794d). County websites (and those provided by 3rd party service providers, aka CONTRACTOR) shall be designed based on standards from the Worldwide Web Consortium (W3C) Web Content Accessibility Guidelines (WCAG) to make web content accessible to people with disabilities. It is the responsibility of the CONTRACTOR to become familiar with these guidelines and to apply these standards in designing and creating any official County of Sacramento website. CONTRACTOR shall deliver services in compliance with Worldwide Web Consortium (W3C) Web Content Accessibility Guidelines (WCAG).

XIV. BUSINESS CONTINUITY

CONTRACTOR shall provide and maintain a business continuity and disaster recovery plan that achieves the County's Recovery Time Objective (RTO) and Recovery Point Objective (RPO), as set forth in the Scope of Work and/or Service Level Agreement, and specifically incorporated herein.

XV. DATA ENCRYPTION

- a. The CONTRACTOR shall encrypt all non-public COUNTY data in transit regardless of the transit mechanism.
- b. The CONTRACTOR shall encrypt all non-public COUNTY data at rest.
- c. The CONTRACTOR encryption shall be consistent with validated cryptography standards as specified in National Institute of Standards and Technology Security Requirements.

From: Greg DeAngelo <gregory.deangelo@gmail.com>
Sent: Friday, March 24, 2023 1:27 PM
To: McDonald. Heather (DA)
Cc: info@sicuroanalytics.com; Black. John (DA)
Subject: Re: Contract with District Attorney (Sacramento)

Hi Heather,

I have reviewed the contract and do not have any questions or concerns. Thank you for your time and attention.

Sincerely,
Greg

On Thu, Mar 23, 2023 at 11:27 AM McDonald. Heather (DA) <McDonaldH@sacda.org> wrote:

Good morning Mr. DeAngelo,

Please review that attached final contract; we had to use the standard county contract language/template. Can you please review and let me know if you have any questions and/or concerns? County Counsel and our Risk Management departments have reviewed this contract agreement and I would like to move forward with getting approval to execute this contract with our Board of Supervisors as soon as possible so I appreciate your quick turnaround. Thank you and please reach out with any questions, thanks!



Heather McDonald | Senior Admin Analyst

Sacramento County District Attorney's Office

901 G Street | Sacramento, CA 95814

916.874.5910 | mcdonaldh@sacda.org

- Semper Justitia

SACRAMENTO COUNTY DISTRICT ATTORNEY'S EMAIL DISCLAIMER: This email and any attachments thereto may contain private, confidential, and privileged material for the sole use of the intended recipient. Any review, copying, or distribution of this email (or any attachments thereto) by other than the Sacramento County District Attorney's Office or the intended recipient is strictly prohibited. If you are not the intended recipient, please contact the sender immediately and permanently delete the original and any copies of this email and any attachments thereto.

From: McDonald. Heather (DA)
Sent: Thursday, March 23, 2023 11:28 AM
To: info@sicuroanalytics.com
Cc: Black. John (DA)
Subject: Contract with District Attorney (Sacramento)
Attachments: SICURO DATA ANALYTICS-CONTRACT APPENDIXL - SAC COUNTY DA - FINAL.pdf

Good morning Mr. DeAngelo,

Please review that attached final contract; we had to use the standard county contract language/template. Can you please review and let me know if you have any questions and/or concerns? County Counsel and our Risk Management departments have reviewed this contract agreement and I would like to move forward with getting approval to execute this contract with our Board of Supervisors as soon as possible so I appreciate your quick turnaround. Thank you and please reach out with any questions, thanks!



Heather McDonald | Senior Admin Analyst
Sacramento County District Attorney's Office
901 G Street | Sacramento, CA 95814
916.874.5910 | mcdonaldh@sacda.org
- *Semper Justitia*

**APPENDIX L
STANDARD FORM AGREEMENT**

AGREEMENT SUMMARY

Recent modifications:

6/3/09	Language added to XXXII. <u>Termination</u>
3/21/11	Exhibit B - "Maintenance of Insurance"
6/23/11	Section XI.C added
11/25/13	Section XXVI modified
1/21/14	Section XI.C deleted
3/4/19	Section XXXIX modified
9/2/21	Section XXXIII modified

AGREEMENT

THIS AGREEMENT is made and entered into as of this ____ day of _____ 2023, by and between the COUNTY OF SACRAMENTO, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and **SICURO DATA ANALYTICS, LLC** a **Limited Liability Corporation** hereinafter referred to as "CONTRACTOR."

RECITALS

WHEREAS, the scope of the contract will allow the DA's Office to comply with the Assembly Bill 2542 (2020) or Racial Justice Act (now codified as Penal Code section 745).

WHEREAS, Sicuro Data Analytics has been working with several district attorney's office in California to assist in the complex analysis that is needed to ensure prosecutorial fairness.

WHEREAS, pursuant to Sacramento County Code section 2.61.440, the department or agency which has authority to execute this Agreement on behalf of COUNTY has authority to amend this Agreement so as to increase the maximum payment amount, provided that such increase does not exceed the lesser of ten percent (10%) of the annual payment amount or \$25,000.

WHEREAS, COUNTY AND CONTRACTOR desire to enter into this Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, COUNTY and CONTRACTOR agree as follows:

I. SCOPE OF SERVICES

CONTRACTOR shall provide services in the amount, type and manner described in Exhibit A, which is attached hereto and incorporated herein.

II. TERM

This Agreement shall be effective and commence as of the date first written above and shall end on **March 31, 2026**.

III. NOTICE

Any notice, demand, request, consent, or approval that either party hereto may or is required to give the other pursuant to this Agreement shall be in writing and shall be either personally delivered or sent by mail, addressed as follows:

TO COUNTY

TO CONTRACTOR

Thien Ho, District Attorney
901 G Street
Sacramento, CA 95814

Gregory DeAngelo, President
317 West Ventura Blvd. #1041
Camarillo, CA 93010

Either party may change the address to which subsequent notice and/or other communications can be sent by giving written notice designating a change of address to the other party, which shall be effective upon receipt.

IV. COMPLIANCE WITH LAWS

CONTRACTOR shall observe and comply with all applicable Federal, State, and County laws, regulations and ordinances.

V. GOVERNING LAWS AND JURISDICTION

This Agreement shall be deemed to have been executed and to be performed within the State of California and shall be construed and governed by the internal laws of the State of California. Any legal proceedings arising out of or relating to this Agreement shall be brought in Sacramento County, California.

VI. LICENSES, PERMITS AND CONTRACTUAL GOOD STANDING

- A. CONTRACTOR shall possess and maintain all necessary licenses, permits, certificates and credentials required by the laws of the United States, the State of California, County of Sacramento and all other appropriate governmental agencies, including any certification and credentials required by COUNTY. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement by COUNTY.
- B. CONTRACTOR further certifies to COUNTY that it and its principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, State or county government contracts. Contractor certifies that it shall not contract with a Subcontractor that is so debarred or suspended.

VII. PERFORMANCE STANDARDS

CONTRACTOR shall perform its services under this Agreement in accordance with the industry and/or professional standards applicable to CONTRACTOR'S services.

VIII. OWNERSHIP OF WORK PRODUCT

All technical data, evaluations, plans, specifications, reports, documents, or other work products developed by CONTRACTOR hereunder shall be the exclusive property of COUNTY and shall be delivered to COUNTY upon completion of the services authorized hereunder. CONTRACTOR may retain copies thereof for its files and internal use. Publication of the information directly derived from work performed or data obtained in connection with services rendered under this

Agreement must first be approved in writing by COUNTY. COUNTY recognizes that all technical data, evaluations, plans, specifications, reports, and other work products are instruments of CONTRACTOR'S services and are not designed for use other than what is intended by this Agreement.

IX. STATUS OF CONTRACTOR

(A)

- A. It is understood and agreed that Contractor (including contractor's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto. Contractor's assigned personnel shall not be entitled to any benefits payable to employees of County. County is not required to make any deductions or withholdings from the compensation payable to Contractor under the provisions of this agreement; and as an independent contractor, Contractor hereby indemnifies and holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this agreement.
- B. It is further understood and agreed by the parties hereto that Contractor in the performance of its obligation hereunder is subject to the control or direction of County as to the designation of tasks to be performed, the results to be accomplished by the services hereunder agreed to be rendered and performed, and not the means, methods, or sequence used by Contractor for accomplishing the results.
- C. If, in the performance of this agreement, any third persons are employed by Contractor, such person shall be entirely and exclusively under the direction, supervision, and control of Contractor. All terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by Contractor, and the County shall have no right or authority over such persons or the terms of such employment.
- D. It is further understood and agreed that as an independent contractor and not an employee of County, neither the Contractor nor Contractor's assigned personnel shall have any entitlement as a County employee, right to act on behalf of County in any capacity whatsoever as agent, nor to bind County to any obligation whatsoever. Contractor shall not be covered by worker's compensation; nor shall Contractor be entitled to compensated sick leave, vacation leave, retirement entitlement, participation in group health, dental, life and other insurance programs, or entitled to other fringe benefits payable by the County to employees of the County.
- E. It is further understood and agreed that Contractor must issue W-2 and 941 Forms for income and employment tax purposes, for all of contractors assigned personnel under the terms and conditions of this agreement.

X. CONTRACTOR IDENTIFICATION

CONTRACTOR shall provide the COUNTY with the following information for the purpose of compliance with California Unemployment Insurance Code section 1088.8 and Sacramento County Code Chapter 2.160: CONTRACTOR'S name, address, telephone number, social security number, and whether dependent health insurance coverage is available to CONTRACTOR.

XI. COMPLIANCE WITH CHILD, FAMILY AND SPOUSAL SUPPORT REPORTING OBLIGATIONS

- A. CONTRACTOR's failure to comply with state and federal child, family and spousal support reporting requirements regarding a contractor's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family and spousal support obligations shall constitute a default under this Agreement.
- B. CONTRACTOR's failure to cure such default within 90 days of notice by COUNTY shall be grounds for termination of this Agreement.

XII. BENEFITS WAIVER

If CONTRACTOR is unincorporated, CONTRACTOR acknowledges and agrees that CONTRACTOR is not entitled to receive the following benefits and/or compensation from COUNTY: medical, dental, vision and retirement benefits, life and disability insurance, sick leave, bereavement leave, jury duty leave, parental leave, or any other similar benefits or compensation otherwise provided to permanent civil service employees pursuant to the County Charter, the County Code, the Civil Service Rule, the Sacramento County Employees' Retirement System and/or any and all memoranda of understanding between COUNTY and its employee organizations. Should CONTRACTOR or any employee or agent of CONTRACTOR seek to obtain such benefits from COUNTY, CONTRACTOR agrees to indemnify and hold harmless COUNTY from any and all claims that may be made against COUNTY for such benefits.

XIII. RETIREMENT BENEFITS/STATUS

CONTRACTOR acknowledges and agrees that COUNTY has not made any representations regarding entitlement, eligibility for and/or right to receive ongoing Sacramento County Employee Retirement System (SCERS) retirement benefits during the term of this Agreement. By entering into this Agreement, CONTRACTOR assumes sole and exclusive responsibility for any consequences, impacts or action relating to such retirement benefits that is or will be occasioned as a result of the services provided by CONTRACTOR under this Agreement. CONTRACTOR waives any rights to proceed against COUNTY should SCERS modify or terminate retirement benefits based on CONTRACTOR's provision of services under this Agreement.

XIV. CONFLICT OF INTEREST

CONTRACTOR and CONTRACTOR's officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any

business, property or source of income which could be financially affected by or otherwise conflict in any manner or degree with the performance of services required under this Agreement.

XV. LOBBYING AND UNION ORGANIZATION ACTIVITIES

- A. CONTRACTOR shall comply with all certification and disclosure requirements prescribed by Section 319, Public Law 101-121 (31 U.S.C. § 1352) and any implementing regulations.
- B. If services under this Agreement are funded with state funds granted to COUNTY, CONTRACTOR shall not utilize any such funds to assist, promote or deter union organization by employees performing work under this Agreement and shall comply with the provisions of Government Code Sections 16645 through 16649.

XVI. GOOD NEIGHBOR POLICY

- A. CONTRACTOR shall comply with COUNTY's Good Neighbor Policy. CONTRACTOR shall establish good neighbor practices for its facilities that include, but are not limited to, the following:
 - 1. Provision of parking adequate for the needs of its employees and service population;
 - 2. Provision of adequate waiting and visiting areas;
 - 3. Provision of adequate restroom facilities located inside the facility;
 - 4. Implementation of litter control services;
 - 5. Removal of graffiti within seventy-two hours;
 - 6. Provision for control of loitering and management of crowds;
 - 7. Maintenance of facility grounds, including landscaping, in a manner that is consistent with the neighborhood in which the facility is located;
 - 8. Participation in area crime prevention and nuisance abatement efforts; and
 - 9. Undertake such other good neighbor practices as determined appropriate by COUNTY, based on COUNTY's individualized assessment of CONTRACTOR's facility, services and actual impacts on the neighborhood in which such facility is located.
- B. CONTRACTOR shall identify, either by sign or other method as approved by the DIRECTOR, a named representative who shall be responsible for responding to any complaints relating to CONTRACTOR's compliance with the required good neighbor practices specified in this Section. CONTRACTOR shall post the name

and telephone number of such contact person on the outside of the facility, unless otherwise advised by DIRECTOR.

- C. CONTRACTOR shall comply with all applicable public nuisance ordinances.
- D. CONTRACTOR shall establish an ongoing relationship with the surrounding businesses, law enforcement and neighborhood groups and shall be an active member of the neighborhood in which CONTRACTOR's site is located.
- E. If COUNTY finds that CONTRACTOR has failed to comply with the Good Neighbor Policy, COUNTY shall notify CONTRACTOR in writing that corrective action must be taken by CONTRACTOR within a specified time frame. If CONTRACTOR fails to take such corrective action, COUNTY shall take such actions as are necessary to implement the necessary corrective action. COUNTY shall deduct any actual costs incurred by COUNTY when implementing such corrective action from any amounts payable to CONTRACTOR under this Agreement.
- F. CONTRACTOR's continued non-compliance with the Good Neighbor Policy shall be grounds for termination of this Agreement and may also result in ineligibility for additional or future contracts with COUNTY.

XVII. NONDISCRIMINATION IN EMPLOYMENT, SERVICES, BENEFITS AND FACILITIES

- A. CONTRACTOR agrees and assures COUNTY that CONTRACTOR and any subcontractors shall comply with all applicable federal, state, and local Anti-discrimination laws, regulations, and ordinances and to not unlawfully discriminate, harass, or allow harassment against any employee, applicant for employment, employee or agent of COUNTY, or recipient of services contemplated to be provided or provided under this Agreement, because of race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age (over 40), medical condition (including HIV and AIDS), or physical or mental disability. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment, the treatment of COUNTY employees and agents, and recipients of services are free from such discrimination and harassment.
- B. CONTRACTOR represents that it is in compliance with and agrees that it will continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), the Fair Employment and Housing Act (Government Code §§ 12900 et seq.), and regulations and guidelines issued pursuant thereto.
- C. CONTRACTOR agrees to compile data, maintain records and submit reports to permit effective enforcement of all applicable antidiscrimination laws and this provision.
- D. CONTRACTOR shall include this nondiscrimination provision in all subcontracts related to this Agreement.

XVIII. INDEMNIFICATION

To the fullest extent permitted by law, for work or services provided under this Agreement, CONTRACTOR shall indemnify, defend, including with counsel reasonably acceptable to County, and hold harmless County, its governing Board, officers, directors, officials, employees, and authorized volunteers and agents (collectively "Indemnified Parties"), from and against any and all claims, demands, actions, losses, liabilities, damages, and all expenses and costs incidental thereto (collectively "Claims"), including cost of defense, settlement, arbitration, and reasonable attorneys' fees, resulting from injuries to or death of persons, including but not limited to employees of either Party hereto, and damage to or destruction of property, or loss of use or reduction in value thereof, including but not limited to the property of either Party hereto, arising out of, pertaining to, or relating to the alleged or actual error or omission, negligence, recklessness, willful misconduct, infringement of intellectual property rights, breach of trust, breach of confidentiality, unauthorized use or disclosure of data, breach of statutory or regulatory law, or other breach of its duties under this Agreement by CONTRACTOR, its employees, CONTRACTOR's sub consultants or subcontractors at any tier, or any other party for which CONTRACTOR is legally liable under law, excepting only such injury, death, or damage, to the extent it is caused by the negligence of an Indemnified Party. CONTRACTOR shall not be liable for Claims caused by the sole negligence or willful misconduct of an Indemnified Party.

The right to defense and indemnity under this Section shall initiate upon occurrence of an event giving rise to a Claim and tendered in writing to CONTRACTOR. CONTRACTOR shall defend the Indemnified Parties with counsel reasonably acceptable to County. Notwithstanding the foregoing, County shall be entitled, on its own behalf, and at the expense of CONTRACTOR, to assume control of its defense or the defense of any Indemnified Party in any legal action, with counsel reasonably selected by it. Should County elect to initially assume control of its defense, or the defense of any Indemnified Party, it does so without prejudice to its right to subsequently require that CONTRACTOR thereafter assume control of the defense and pay all reasonable attorneys' fees and costs incurred thereby.

This indemnity obligation shall not be limited by the types and amounts of insurance or self-insurance maintained by CONTRACTOR or CONTRACTOR's sub consultants or subcontractors at any tier.

Nothing in this Indemnity obligation shall be construed to create any duty to, any standard of care with reference to, or any liability or obligation, contractual or otherwise, to any third party.

The provisions of this Indemnity obligation shall survive the expiration or termination of the Agreement.

XIX. INSURANCE

Without limiting CONTRACTOR'S indemnification, CONTRACTOR shall maintain in force at all times during the term of this Agreement and any extensions or modifications thereto, insurance as specified in Exhibit B. It is the responsibility of CONTRACTOR to notify its insurance advisor or insurance carrier(s) regarding coverage, limits, forms and other insurance requirements specified in Exhibit B. It is understood and agreed that COUNTY shall not pay any sum to CONTRACTOR under this Agreement unless and until COUNTY is satisfied that all insurance required by this Agreement is in force at the time services hereunder are rendered. Failure to maintain insurance as required in this agreement may be grounds for material breach of contract.

XX. INFORMATION TECHNOLOGY ASSURANCES

CONTRACTOR shall take all reasonable precautions to ensure that any hardware, software, and/or embedded chip devices used by CONTRACTOR in the performance of services under this Agreement, other than those owned or provided by COUNTY, shall be free from viruses. Nothing in this provision shall be construed to limit any rights or remedies otherwise available to COUNTY under this Agreement.

XXI. WEB ACCESSIBILITY

NOT APPLICABLE

XXII. COMPENSATION AND PAYMENT OF INVOICES LIMITATIONS

- A. Compensation under this Agreement shall be limited to the Maximum Total Payment Amount set forth in Exhibit C, or Exhibit C as modified by COUNTY in accordance with express provisions in this Agreement.
- B. CONTRACTOR shall submit an invoice on the forms and in accordance with the procedures prescribed by COUNTY **on a monthly basis, upon completion of services**. Invoices shall be submitted to COUNTY no later than the fifteenth (15th) day of the month following the invoice period, and COUNTY shall pay CONTRACTOR within thirty (30) days after receipt of an appropriate and correct invoice.
- C. COUNTY operates on a July through June fiscal year. Invoices for services provided in any fiscal year must be submitted no later than July 31, one month after the end of the fiscal year. Invoices submitted after July 31 for the prior fiscal year shall not be honored by COUNTY unless CONTRACTOR has obtained prior written COUNTY approval to the contrary.
- D. CONTRACTOR shall maintain for four years following termination of this agreement full and complete documentation of all services and expenditures associated with performing the services covered under this Agreement. Expense documentation shall include: time sheets or payroll records for each employee; receipts for supplies; applicable subcontract expenditures; applicable overhead and indirect expenditures.

- E. In the event CONTRACTOR fails to comply with any provisions of this Agreement, COUNTY may withhold payment until such non-compliance has been corrected.

XXIII. LEGAL TRAINING INFORMATION

If under this Agreement CONTRACTOR is to provide training of County personnel on legal issues, then CONTRACTOR shall submit all training and program material for prior review and written approval by County Counsel. Only those materials approved by County Counsel shall be utilized to provide such training.

XXV. SUBCONTRACTS, ASSIGNMENT

- A. CONTRACTOR shall obtain prior written approval from COUNTY before subcontracting any of the services delivered under this Agreement. CONTRACTOR remains legally responsible for the performance of all contract terms including work performed by third parties under subcontracts. Any subcontracting will be subject to all applicable provisions of this Agreement. CONTRACTOR shall be held responsible by COUNTY for the performance of any subcontractor whether approved by COUNTY or not.
- B. This Agreement is not assignable by CONTRACTOR in whole or in part, without the prior written consent of COUNTY.

XXVI. AMENDMENT AND WAIVER

Except as provided herein, no alteration, amendment, variation, or waiver of the terms of this Agreement shall be valid unless made in writing and signed by both parties. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent, or any other right hereunder. No interpretation of any provision of this Agreement shall be binding upon COUNTY unless agreed in writing by DIRECTOR and counsel for COUNTY.

This Agreement may be amended to increase the maximum payment amount: provided, however, that such increase shall not exceed the lesser of ten percent (10%) of the annual payment amount under this Agreement or \$25,000.

XXVII. SUCCESSORS

This Agreement shall bind the successors of COUNTY and CONTRACTOR in the same manner as if they were expressly named.

XXVIII. TIME

Time is of the essence of this Agreement.

XXIX. INTERPRETATION

This Agreement shall be deemed to have been prepared equally by both of the parties, and the Agreement and its individual provisions shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

XXX. DIRECTOR

As used in this Agreement, "DIRECTOR" shall mean the District Attorney of the Office of The District Attorney or his/her designee.

XXXI. DISPUTES

In the event of any dispute arising out of or relating to this Agreement, the parties shall attempt, in good faith, to promptly resolve the dispute mutually between themselves. Pending resolution of any such dispute, CONTRACTOR shall continue without delay to carry out all its responsibilities under this Agreement unless the Agreement is otherwise terminated in accordance with the Termination provisions herein. COUNTY shall not be required to make payments for any services that are the subject of this dispute resolution process until such dispute has been mutually resolved by the parties. If the dispute cannot be resolved within 15 calendar days of initiating such negotiations or such other time period as may be mutually agreed to by the parties in writing, either party may pursue its available legal and equitable remedies, pursuant to the laws of the State of California. Nothing in this Agreement or provision shall constitute a waiver of any of the government claim filing requirements set forth in Title 1, Division 3.6, of the California Government Code or as otherwise set forth in local, state and federal law.

XXXII. TERMINATION

- A. COUNTY may terminate this Agreement without cause upon thirty (30) days written notice to the other party. Notice shall be deemed served on the date of mailing. If notice of termination for cause is given by COUNTY to CONTRACTOR and it is later determined that CONTRACTOR was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to this paragraph (A).
- B. COUNTY may terminate this Agreement for cause immediately upon giving written notice to CONTRACTOR should CONTRACTOR materially fail to perform any of the covenants contained in this Agreement in the time and/or manner specified. In the event of such termination, COUNTY may proceed with the work in any manner deemed proper by COUNTY. If notice of termination for cause is given by COUNTY to CONTRACTOR and it is later determined that CONTRACTOR was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph (A) above.
- C. COUNTY may terminate or amend this Agreement immediately upon giving written notice to CONTRACTOR, 1) if advised that funds are not available from external sources for this Agreement or any portion thereof, including if distribution of such funds to the County is suspended or delayed; 2) if funds for the services

and/or programs provided pursuant to this Agreement are not appropriated by the State; 3) if funds in COUNTY's yearly proposed and/or final budget are not appropriated by COUNTY for this Agreement or any portion thereof; or 4) if funds that were previously appropriated for this Agreement are reduced, eliminated, and/or re-allocated by COUNTY as a result of mid-year budget reductions.

- D. If this Agreement is terminated under paragraph A or C above, CONTRACTOR shall only be paid for any services completed and provided prior to notice of termination. In the event of termination under paragraph A or C above, CONTRACTOR shall be paid an amount which bears the same ratio to the total compensation authorized by the Agreement as the services actually performed bear to the total services of CONTRACTOR covered by this Agreement, less payments of compensation previously made. In no event, however, shall COUNTY pay CONTRACTOR an amount which exceeds a pro rata portion of the Agreement total based on the portion of the Agreement term that has elapsed on the effective date of the termination.
- E. CONTRACTOR shall not incur any expenses under this Agreement after notice of termination and shall cancel any outstanding expenses obligations to a third party that CONTRACTOR can legally cancel.
- F. Economic Sanctions: Pursuant to California State Executive Order N-6-22 (Order) imposing economic sanctions against Russia and declaring support of Ukraine, County shall terminate any contract with any individual or entity that is in violation of the Order or that is subject to economic sanctions therein, and shall not enter a contract with any such individual or entity while the Order is in effect.

XXXIII. REPORTS

- A. CONTRACTOR shall, without additional compensation therefor, make fiscal, program evaluation, progress, and such other reports as may be reasonably required by DIRECTOR concerning CONTRACTOR's activities as they affect the contract duties and purposes herein. COUNTY shall explain procedures for reporting the required information.
- B. CONTRACTOR agrees that, pursuant to Government Code section 7522.56, CONTRACTOR shall make best efforts to determine if any of its employees or new hires providing direct services to the county are members of the Sacramento County Employees' Retirement System (SCERS). CONTRACTOR further agrees that it shall make a report bi-annually (due no later than January 31st and July 31st) to the COUNTY with a list of its employees that are members of SCERS along with the total number of hours worked during the previous 6 months. This report shall be forwarded to where Notice is sent pursuant to Roman numeral III of this Agreement.

XXXIV. AUDITS AND RECORDS

Upon COUNTY's request, COUNTY or its designee shall have the right at reasonable times and intervals to audit, at CONTRACTOR's premises, CONTRACTOR's financial and program records as COUNTY deems necessary

to determined CONTRACTOR's compliance with legal and contractual requirements and the correctness of claims submitted by CONTRACTOR. CONTRACTOR shall maintain such records for a period of four years following termination of the Agreement, and shall make them available for copying upon COUNTY's request at COUNTY's expense. COUNTY shall have the right to withhold any payment under this Agreement until CONTRACTOR has provided access to CONTRACTOR's financial and program records related to this Agreement.

XXXV. PRIOR AGREEMENTS

This Agreement constitutes the entire contract between COUNTY and CONTRACTOR regarding the subject matter of this Agreement. Any prior agreements, whether oral or written, between COUNTY and CONTRACTOR regarding the subject matter of this Agreement are hereby terminated effective immediately upon full execution of this Agreement.

XXXVI. SEVERABILITY

If any term or condition of this Agreement or the application thereof to any person(s) or circumstance is held invalid or unenforceable, such invalidity or unenforceability shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Agreement are declared severable.

XXXVII. FORCE MAJEURE

Neither CONTRACTOR nor COUNTY shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism, or other disasters, whether or not similar to the foregoing, and acts or omissions or failure to cooperate of the other party or third parties (except as otherwise specifically provided herein).

XXXVIII. SURVIVAL OF TERMS

All services performed and deliverables provided pursuant to this Agreement are subject to all of the terms, conditions, price discounts and rates set forth herein, notwithstanding the expiration of the initial term of this Agreement or any extension thereof. Further, the terms, conditions and warranties contained in this Agreement that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Agreement shall so survive.

XXXIX. DUPLICATE COUNTERPARTS

This Agreement may be executed in duplicate counterparts. The Agreement shall be deemed executed when it has been signed by both parties.

Signatures scanned and transmitted electronically shall be deemed original signatures for purposes of this Agreement, with such scanned signatures having the same legal effect as original signatures. This Agreement may be executed through the use of an electronic signature and will be binding on each party as if it were physically executed.

XL. AUTHORITY TO EXECUTE

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement for or on behalf of the parties to this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first written above.

**COUNTY OF SACRAMENTO, a
political subdivision of the State
of California**

SICURO DATA ANALYTICS, LLC

By _____ Thien Ho By _____ Gregory DeAngelo
District Attorney President, Sicuro Data Analytics, LLC

Date: _____ Date: _____

CONTRACT AND CONTRACTOR TAX STATUS
REVIEWED AND APPROVED BY COUNTY COUNSEL

By: _____ Date: _____

**EXHIBIT A to Agreement
between the COUNTY OF SACRAMENTO,
hereinafter referred to as "COUNTY," and
SICURO DATA ANALYTICS, LLC, hereinafter referred to as "CONTRACTOR"**

SCOPE OF SERVICES

I. SERVICE LOCATION

**District Attorney's Office
901 G Street
Sacramento, CA 95814**

II. DESCRIPTION OF SERVICES

Assembly Bill 2542 (2020), or the Racial Justice Act (now codified as Penal Code section 745), was enacted. Penal Code section 745 provides remedies to defendants who allege disparate treatment based on race, ethnicity, or national origin. To establish whether disparate treatment has been established, either party can present evidence including, but not limited to, statistical evidence or aggregate data. Such evidence can be used to establish whether there are significant differences in charges or convictions when comparing individuals who have engaged in "similar conduct" and are "similarly situated," and where the prosecution cannot establish race-neutral reasons for the disparity. (See Pen. C. § 745 (h)(1).)

The Consultant will perform the following work.

A statistical analysis of criminal charging and outcomes, as outlined in the Racial Justice Act, for the County in three (3) phases. The work associated with each phase is detailed below.

Phase 1 – Expected Completion: 3-6 months

Phase 1 of the Racial Justice Act analysis will involve the ingestion of data from the Client. The list of data elements and fields required to perform the analysis will be developed by the Consultant through meetings with the Client. Upon receiving the data housed in the Client's case management system, the Consultant will engage in several steps to ensure full comprehension of the data:

- 1) Convert database files (e.g., mdf, bak, etc.) into flat files (csv)
- 2) Reconstruct case management system with flat files
- 3) Reshape data at the case-defendant level
- 4) Conduct a data audit to identify data gaps

Upon completion of these steps, the Consultant will prepare a data audit report that will outline key missing components in the existing data files that have been provided. The Consultant will then work with the Client to identify additional, internal databases that could contain the missing data features as well as external locations where missing data are maintained (e.g., court databases). Finally, the Consultant will develop a plan for backfilling missing content and prepare a *Phase 1 Completion Report* that outlines the steps taken to construct an analytically usable database and what will be needed to backfill missing content to develop a comprehensive data set in Phase 2.

Upon completion of a signed contract, the Consultant will prepare a visit to the Client's office to meet with various members of the district attorney's office, including the database management team, clerical staff, chief ADAs, and any other pertinent staff.

After the transfer of data occurs, the Consultant will convert database files into flat files and reconstruct the case management system. The Consultant will identify errors and issues that arise in the process of merging and appending flat files to reconstruct the case management system. This process typically involves several virtual meetings with members of the database management team.

After reconstruction of the case management system, the Consultant will reshape the data at the case-defendant level. Again, this process typically involves several virtual meetings with members of the database management team.

A data audit and written report will then be completed and presented to the County.

Phase 2 – Expected Completion: 4-6 months

Based on the findings of the data audit, the Consultant will devise a plan for backfilling content that is either incorrectly included or altogether omitted in the case management system. This typically involves working with the County to provide access to court records where content can be accessed, crawled, extracted, and then backfilled into the case management system that the Consultant has reconstructed.

Based on the format of the data accessed from the courts, the Consultant will construct a set of code to access and harvest the court content. Once the content has been saved locally, the Consultant will construct another set of code to extract pertinent information from the court records. These data will then be merged with the reconstructed case management system.

A report of the content that has been updated as a result of the court crawling and content extraction effort will then be produced. Additionally, the Consultant will provide the County with the updated content, which can be ingested and incorporated into the County's production case management system, should the County be interested in updating their records.

Phase 3 – Expected Completion: 6-10 months

Once the reconstructed case management system has been determined to be complete and restructured at the case-defendant level, the Consultant will begin the process of conducting the empirical analysis of the Racial Justice Act.

The first step in conducting the empirical analysis will involve conducting an average outcomes analysis. This analysis will identify different raced, but otherwise identical, defendants to determine whether disparities exist in charging practices (e.g., press any charge, charge a felony) and case outcomes (e.g., guilty outcome, sentence length). To conduct this analysis, the Consultant will identify as many observable features of a case as possible (e.g., requested charges from law enforcement agency, type of crime, division within the district attorney's office where the charges have been filed, census tract where the incident occurred, etc.), and control for criminal behavior and charging practices that have historically been associated with these geographic regions, types of crimes, law enforcement agency, etc. Upon completion of this analysis, a visual construction of any disparities will be produced for ease of readability. However, a full technical appendix and corresponding regression tables will also be produced, which are the support for any graphics that are produced.

In the second step of the empirical analysis, the Consultant will leverage as-if randomly assigned cases to deputy district attorneys to leverage randomness in case assignment and differences in prosecutor charging practices. By leveraging both the random assignment of cases to prosecutors and differences in prosecutor preferences for charging cases, the Consultant can identify the impact of harsher or more lenient charging practices on case outcomes. Importantly, with regards to the Racial Justice Act analysis, the Consultant can leverage randomly assigned cases to determine whether statistical differences in charging practices are observed for the marginal defendant, as opposed to the average defendant. Note that the marginal defendant is the defendant who had the lowest case strength but was still charged. In comparing the marginal defendant where charges were brought by a deputy district attorney across the set of cases that are randomly assigned, the Consultant can determine whether the evidentiary standard applied to defendants differs by race.

In the third step of the empirical analysis, the Consultant will conduct an outlier analysis at both the case and deputy district attorney level. The outlier analysis will generate a "norm" for the district attorney's office with regards to charging and sentencing practices, accounting for the differences that arise due to crime type, requested charges, defendant age, criminal history, etc. The Consultant will then identify instances where specific cases deviate from the office-wide norm at such a level that they are both statistically significantly and materially different from the norm of the office. A similar analysis will be conducted at the deputy district attorney level, where the prosecuting behavior of each deputy district attorney will be compared to the norm of the entire office. Note that this analysis will be conducted for a deputy district attorney's charging behavior within each type of crime, or top charge. Thus, the Consultant will produce instances where specific cases or specific deputy district attorney charging practices within a type of crime significantly and materially differ from the norm within the office.

At the completion of each of the three components of the empirical analysis, the Consultant will present the results to the County to obtain feedback and then implement this feedback into the analysis to ensure that the report accurately reflects practices within the office and ensures fairness in the representation of the findings. Once a final set of results have been agreed upon between the Consultant and the County, a report of the findings will be produced. The report will contain two sections. The first will be intended for a general audience, using language that is understandable by non-technical readers. The second section will contain all of the technical assumptions and details utilized in

supporting the figures and tables that are presented in both the first and second sections of the report.

At the completion of the Racial Justice Act analysis, a 90-120 second video storyboard will be produced. The storyboard will be a complementary feature to the reports that explain the results of the Racial Justice Act analysis. The intent of the storyboard is to produce a simple, video explanation of the results of the analysis that can be understood by non-technical viewers. The video will be hosted and exclusively owned by the Sacramento District Attorney's Office.

In addition to the data elements that have been cleaned and backfilled for the Racial Justice Analysis, the remaining data elements that are required to fulfill AB 2418 and other data elements that the district attorney's office deems critical to maintain in their case management system will also be collected. Examples of these data elements could include the custodial status of the defendant at initial appearance, whether the defendant was remanded, the size of the bail, date of release from jail, the size of the plea offer, whether the defendant was offered diversion, whether the defendant accepted diversion, etc.

Upon completion of the data cleaning and backfilling process, a publicly available interactive map of Sacramento County will be produced. The map will include numerous "layers" that are broken apart by geographic units (e.g., census tracts), which contain information about each geographic unit. The anticipated layers - which can be aggregated to the monthly, semi-annual, or annual level - will include total cases, total cases by crime type, percent of citizens by race, percent of defendants by race, percent of victims by race, average income levels, average education levels, etc. The specific layers will be finalized after a presentation of the map is given to the district attorney's office.

Two dashboards will be produced that utilize the cleaned and backfilled analytical data set. The first dashboard will be intended exclusively for internal (i.e., employees of the district attorney's office, and possibly only management) use. The data set will produce basic descriptive information (e.g., total number of cases handled by division) as well as more complicated analytics (e.g., charging rate of similarly situated defendants) that will continuously update depending on the district attorney's preferences. The second dashboard will be intended for public consumption and can include aggregated counts of cases that are referred to the district attorney's office, files charged broken apart by crime types, disposition of cases, etc.

**EXHIBIT B to Agreement
between the COUNTY OF SACRAMENTO,
hereinafter referred to as "COUNTY," and
SICURO DATA ANALYTICS, LLC, hereinafter referred
to as "CONTRACTOR"**

INSURANCE REQUIREMENTS FOR CONTRACTORS

Without limiting CONTRACTOR's indemnification, CONTRACTOR shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the CONTRACTOR, its agents, representatives or employees. COUNTY shall retain the right at any time to review the coverage, form, and amount of the insurance required hereby. If in the opinion of the County Risk Manager, insurance provisions in these requirements do not provide adequate protection for COUNTY and for members of the public, COUNTY may require CONTRACTOR to obtain insurance sufficient in coverage, form and amount to provide adequate protection. COUNTY's requirements shall be reasonable but shall be imposed to assure protection from and against the kind and extent of risks that exist at the time a change in insurance is required.

I. VERIFICATION OF COVERAGE

CONTRACTOR shall furnish the COUNTY with certificates evidencing coverage required below. **Copies of required endorsements must be attached to provided certificates.** The County Risk Manager may approve self-insurance programs in lieu of required policies of insurance if, in the opinion of the Risk Manager, the interests of the COUNTY and the general public are adequately protected. All certificates, evidences of self-insurance, and additional insured endorsements are to be received and approved by the County before performance commences. The COUNTY reserves the right to require that CONTRACTOR provide complete, certified copies of any policy of insurance offered in compliance with these specifications.

II. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

- A. GENERAL LIABILITY: Insurance Services Office's Commercial General Liability occurrence coverage form CG 0001. Including, but not limited to Premises/Operations, Products/Completed Operations, Contractual, and Personal & Advertising Injury, without additional exclusions or limitations, unless approved by the County Risk Manager.
- B. AUTOMOBILE LIABILITY: Insurance Services Office's Commercial Automobile Liability coverage form CA 0001.
 - 1. Commercial Automobile Liability: auto coverage symbol "1" (any auto) for corporate/business owned vehicles. If there are no owned or leased

vehicles, symbols 8 and 9 for non-owned and hired autos shall apply.

2. Personal Lines automobile insurance shall apply if vehicles are individually owned.

- C. **WORKERS' COMPENSATION:** Statutory requirements of the State of California and Employer's Liability Insurance.

- D. **PROFESSIONAL LIABILITY with TECHNOLOGY ERRORS and OMISSIONS LIABILITY** . Insurance covering liability for losses resulting or arising from negligent acts, errors or omissions in rendering computer or information technology services or from programming errors, software performance, data damage/destruction/corruption; including without limitation, failure to perform, and loss from unauthorized access, unauthorized use, virus transmission, denial of service and loss of income from network security failures in connection with the services provided under an Agreement.

- E. **UMBRELLA** or Excess Liability policies are acceptable where the need for higher liability limits is noted in the Minimum Limits of Insurance and shall provide liability coverages that at least follow form over the underlying insurance requirements where necessary for Commercial General Liability, Commercial Automobile Liability, Employers' Liability, and any other liability coverage (other than Professional Liability) designated under the Minimum Scope of Insurance.

- F. **CYBER LIABILITY INCLUDING ERRORS AND OMISSIONS, IDENTITY THEFT, INFORMATION SECURITY and PRIVACY INJURY LIABILITY**

III. MINIMUM LIMITS OF INSURANCE

CONTRACTOR shall maintain limits no less than:

- A. General Liability shall be on an Occurrence basis (as opposed to Claims Made basis). Minimum limits and structure shall be:

General Aggregate:	\$2,000,000
Products Comp/Op Aggregate:	\$2,000,000
Personal & Adv. Injury:	\$1,000,000
Each Occurrence:	\$1,000,000
Fire Damage:	\$ 100,000

- B. **AUTOMOBILE LIABILITY:**

1. Commercial Automobile Liability for Corporate/business owned vehicles including non-owned and hired, \$1,000,000 Combined Single Limit.
2. Personal Lines Automobile Liability for Individually owned vehicles, \$250,000 per person, \$500,000 each accident, \$100,000 property damage.

- C. WORKERS' COMPENSATION: Statutory.
- D. EMPLOYER'S LIABILITY: \$1,000,000 per accident for bodily injury or disease.
- E. PROFESSIONAL LIABILITY OR ERRORS AND OMISSIONS LIABILITY: \$2,000,000 per claim and aggregate.

F. CYBER LIABILITY INCLUDING ERRORS AND OMISSIONS, IDENTITY THEFT, INFORMATION SECURITY and PRIVACY INJURY LIABILITY: The minimum limits shall be not less than \$2,000,000 per claim or incident and \$2,000,000 aggregate. Coverage shall include but is not limited to:

Third party injury or damage (including loss or corruption of data) arising from a negligent act, error or omission or a data breach.

Defense, indemnity and legal costs associated with regulatory breach (including HIPAA), negligence or breach of contract.

Administrative expenses for forensic expenses and legal services.

Crisis management expenses for printing, advertising, mailing of materials and travel costs of crisis management firm, including notification expenses.

Identity event service expenses for identity theft education, assistance, credit file monitoring to mitigate effects of personal identity event, post event services.

IV. DEDUCTIBLES AND SELF-INSURED RETENTION

Any deductibles or self-insured retention that apply to any insurance required by this Agreement must be declared and approved by the COUNTY.

V. CLAIMS MADE PROFESSIONAL LIABILITY INSURANCE

If professional liability coverage is written on a Claims Made form:

- A. The "Retro Date" must be shown, and must be on or before the date of the Agreement or the beginning of Agreement performance by CONTRACTOR.
- B. Insurance must be maintained and evidence of insurance must be provided for at least one (1) year after completion of the Agreement.
- C. If coverage is cancelled or non-renewed, and not replaced with another claims made policy form with a "Retro Date" prior to the contract effective date, the CONTRACTOR must purchase "extended reporting" coverage for a minimum of one (1) year after completion of the Agreement.

VI. OTHER INSURANCE PROVISIONS

The insurance policies required in this Agreement are to contain, or be endorsed to contain, as applicable, the following provision:

A. All Policies:

1. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII. The County Risk Manager may waive or alter this requirement, or accept self-insurance in lieu of any required policy of insurance if, in the opinion of the Risk Manager, the interests of the COUNTY and the general public are adequately protected.
2. **MAINTENANCE OF INSURANCE COVERAGE:** The Contractor shall maintain all insurance coverages and limits in place at all times and provide the County with evidence of each policy's renewal ten (10) days in advance of its anniversary date.

Contractor is required by this Agreement to immediately notify County if they receive a communication from their insurance carrier or agent that any required insurance is to be canceled, non-renewed, reduced in scope or limits or otherwise materially changed. Contractor shall provide evidence that such cancelled or non-renewed or otherwise materially changed insurance has been replaced or its cancellation notice withdrawn without any interruption in coverage, scope or limits. Failure to maintain required insurance in force shall be considered a material breach of the Agreement.

VII. COMMERCIAL GENERAL LIABILITY AND/OR COMMERCIAL AUTOMOBILE LIABILITY

- A. **ADDITIONAL INSURED STATUS:** The COUNTY, its officers, directors, officials, employees, and volunteers are to be endorsed as additional insureds as respects: liability arising out of activities performed by or on behalf of the CONTRACTOR; products and completed operations of the CONTRACTOR; premises owned, occupied or used by the CONTRACTOR; or automobiles owned, leased, hired or borrowed by the CONTRACTOR. The coverage shall contain no endorsed limitations on the scope of protection afforded to the COUNTY, its officers, directors, officials, employees, or volunteers.
- B. **CIVIL CODE PROVISION:** Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.
- C. **PRIMARY INSURANCE:** For any claims related to this Agreement, the CONTRACTOR's insurance coverage shall be endorsed to be primary insurance as respects the COUNTY, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the COUNTY,

its officers, directors, officials, employees, or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

- D. SEVERABILITY OF INTEREST: The CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- E. SUBCONTRACTORS: CONTRACTOR shall be responsible for the acts and omissions of all its subcontractors and additional insured endorsements as provided by CONTRACTORs subcontractor.

VIII. WORKERS' COMPENSATION

Workers' Compensation Waiver of Subrogation: The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against the COUNTY, its officers, directors, officials, employees, agents or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by the CONTRACTOR. Should CONTRACTOR be self-insured for workers' compensation, CONTRACTOR hereby agrees to waive its right of subrogation against COUNTY, its officers, directors, officials, employees, agents or volunteers.

IX. PROPERTY

Course of Construction (COC) Waiver of Subrogation: Any Course of Construction (COC) policies maintained by the CONTRACTOR in performance of the Agreement shall contain the following provisions:

1. The COUNTY shall be named as loss payee.
2. The Insurer shall waive all rights of subrogation against the COUNTY.

Inland Marine Waiver of Subrogation: Any Inland Marine insurance policies maintained by the CONTRACTOR in performance of the Agreement shall be endorsed to state that the insurer shall waive all rights of subrogation against the COUNTY.

X. NOTIFICATION OF CLAIM

If any claim for damages is filed with CONTRACTOR or if any lawsuit is instituted against CONTRACTOR, that arise out of or are in any way connected with CONTRACTOR's performance under this Agreement and that in any way, directly or indirectly, contingently or otherwise, affect or might reasonably affect COUNTY, CONTRACTOR shall give prompt and timely notice thereof to COUNTY. Notice shall be prompt and timely if given within thirty (30) days following the date of receipt of a claim or ten (10) days following the date of service of process of a lawsuit.

**EXHIBIT C to Agreement
between the COUNTY OF SACRAMENTO
hereinafter referred to as "COUNTY,"
and SICURO DATA ANALYTICS, LLC
hereinafter referred to as "CONTRACTOR"**

BUDGET REQUIREMENTS

I. MAXIMUM PAYMENT TO CONTRACTOR

The Maximum Total Payment Amount under this Agreement is: \$600,000.

II. BUDGET

The Budget for this Agreement is outlined below:

- Data ingestion, data audit, data backfilling and updating, development of full criminal histories, systematic RJA analysis of charging decisions (phase 1) and sentencing outcomes (phase 2) - \$400,000*
- Individual-level prosecutor RJA analysis - \$40,000
- Storyboard associated with any desired reports - \$20,000 per storyboard (this is the cost charged to Sicuro, which we can subcontract or put you in direct contact with the company)
- Publicly available interactive crime, defendant, victim maps with layers for race of population, income of population, etc. at census tract or block group levels - \$30,000
- Crime trajectory analyses, which includes the development of individual typologies and associated risk factors - \$25,000
- Preparation of AB 2418 data elements (that are outside the scope of the RJA analysis) - \$50,000*
- Internal or external dashboards that automate reporting and technical analytics - \$30,000 - \$50,000 depending on desired elements
- Automation of reporting - discuss ongoing pricing
- Handling of CPRA requests - discuss ongoing pricing

APPENDIX P

**REQUEST FOR EXCEPTION TO COMPETITIVE BIDDING (ETB) PROCESS
AND
DISCLOSURE STATEMENT**



**COUNTY OF SACRAMENTO
DEPARTMENT OF GENERAL SERVICES
CONTRACT & PURCHASING SERVICES DIVISION**

**REQUEST FOR EXCEPTION TO COMPETITIVE BIDDING (ETB) PROCESS
AND
DISCLOSURE STATEMENT**

Requisition (or DPO) # RC33692971 **Estimated Total Cost:** \$ 600,000

Proposed Vendor: Sicuro Data Analytics **Check One:** ☐ **Exception to Bid** OR ☒ **Sole Source**

An exception to bid is when there are similar products/services available from other sources, but you have a strong justification to purchase a specific product/service from the proposed vendor. A sole-source is when there is no alternative product/service available.

Description of Product/Service: Sicuro Data Analytics - This vendor has a unique perspective and expertise in causal data analytics based on specific institutional knowledge of the criminal justice system and having worked with other prosecuting agencies. Causal data analytics has become increasingly critical, and several legislative changes have directed that this information is kept in a specified fashion. The procurement of this vendor will enable the Sacramento County District Attorney's Office to comply with the Racial Justice Act (Act). Specifically this vendor will digest the content of our case management system, backfill missing and erroneous content within the case management system, and provide statistical analysis of charging decisions and outcomes, as required by the Act.

If your request were to be denied and the product/service is procured via an open and competitive bidding process, what would be the impact: The Racial Justice Act (Act), codified in Penal Code section 745, was enacted in 2020 and imposes a significant burden on the Sacramento County District Attorney's Office (SCDA). The SCDA is not currently equipped to respond to claims made pursuant to this Act. Although the case management system maintained by the SCDA has some data as required by the Act, the data is not complete. Nor is the SCDA equipped to analyze the data as outlined in the Act. Sicuro Data Analytics (SDA) offers a unique combination of technical coding capability, statistical analysis, and institutional knowledge of the criminal justice system at the county level within the State of California. They have top security clearance, a completed criminal background check, a lab compliant with CJIS standards, and CLETS certification. This vendor is familiar with our case management system and has proprietary code to access the secured data, allowing them to immediately begin the time-sensitive project of examining, backfilling and analyzing data as required by the Racial Justice Act.

This form must accompany the purchase document whenever an exception to the competitive bidding process is requested. State and local laws subject Sacramento County to competitive bidding rules. Requests for goods and/or services from a specific vendor or limited to a specific brand, where substitutes to the recommended vendor or brand are unacceptable, must be accompanied by a written justification explaining the circumstances that make alternatives unacceptable. The employee signing the justification must disclose in writing whether or not he/she has a perceived, potential or actual conflict of interest. County employees who have a business relationship with or financial interest in the recommended vendor must disclose the conflict of interest. Any employee with an actual or potential conflict of interest may not participate in the purchase decision.

The Purchasing Agent or authorized designee will determine whether the justification is appropriate. Requests for exception must be supported by factual statements that will pass an audit.

INSTRUCTIONS

Complete the above and all the following pages and sign in the appropriate places. If needed, attach all supporting documentation. Once completed, scan and attach to your requisition in COMPASS.

If this is being completed for a Delegated Purchase Order (DPO), send a copy to the Purchasing Agent and obtain approval BEFORE sending your DPO to the vendor.

If this request is for the renewal of SOFTWARE licensing, maintenance and/or support, this form is required every 3 years (not with every annual renewal).

1. Please check all applicable categories (a. through i.) below and provide additional information where indicated.

☐

a. The requested product is an integral repair part or accessory compatible with existing equipment or system.

Existing Equipment/System: Click here to enter text.

Manufacturer/Model Number: Click here to enter text.

Age: Click here to enter text.

Current Estimated Value: Click here to enter text.

Purchase Date: Click here to enter text.

Purchase Order/Contract # Click here to enter text.

☒

b. The requested product has unique design/performance specifications or quality requirements that are not available in comparable products.

☐

c. I have standardized the requested product and the use of another brand/model would require considerable time and funding to evaluate.

☐

d. The requested product is one in which I (and/or my staff) have specialized training and/or extensive expertise. Retraining would incur substantial cost in time and/or funding.

☐

e. The requested product is used or demonstration equipment available at a lower-than-new cost.

☐

f. Repair/Maintenance service is available only from manufacturer or designated service representative.

☐

g. Upgrade to or enhancement of existing software is available only from manufacturer.

☐

h. Service proposed by vendor is unique; therefore, competitive bids are not available or applicable.

☐

i. Other factors (provide detailed explanation in #2 below).

2. Provide a detailed explanation and pertinent documentation *for each category* checked in item 1 above. Attach additional sheets if necessary:

Click here to enter text.

3. Was an evaluation of other equipment, products, or services performed?

☐

Yes ***If yes, please provide all supporting documentation.***

☒

No Explain why: This type of service was researched across different medias. After evaluation, Sicuro Data Analytics is uniquely focused on and has a working knowledge of the Racial Justice Act, a law specific to California and not applicable to other jurisdictions. This vendor has already contracted with

other counties in our state to provide data based on what is required by that Act. Additionally, this vendor provides and possesses the necessary security clearance (completed criminal background check, a lab compliant with CJIS standards, and CLETS certification) and specialized combination of technical coding skills, statistical analysis expertise, and institutional knowledge of the criminal justice system in Sacramento County.

4. List below the name of each individual who was involved in the evaluation, if conducted, and in making the recommendation to procure this product or service. Attach additional information, if necessary. Each individual must submit a completed and signed Disclosure Statement (attached).

Rodney Norgaard
Name

Scott Triplett
Name

Click here to enter text.
Name

5. I certify that the above information is accurate to the best of my knowledge, and a signed copy of this document will be kept on file and available for audit in my department.

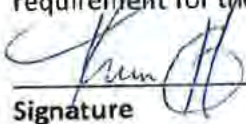

Signature

2/16/23
Date

Thien Ho
Printed Name
District Attorney
Title

District Attorney
Department Name

6. **DEPARTMENT HEAD ACKNOWLEDGEMENT (Mandatory for all requests exceeding \$100,000):** I hereby certify that I fully agree with and support this request to waive the county's competitive bidding requirement for the purchase listed in the enclosed documentation.


Signature

2/16/23
Date

Thien Ho
Printed Name
Sacramento County District Attorney
Title

Purchasing Approvals

Contract Services Officer Approval / Date

SmartProcure results: Click here to enter text.

Other due diligence performed: Click here to enter text.

Contract Services Manager or Purchasing Agent Approval

/

Date

Craig A. Rader

3/21/23

See email from Scott Triplett dated 3/7/23 for additional supporting information.

**DISCLOSURE STATEMENT TO ACCOMPANY
REQUEST FOR EXCEPTION TO COMPETITIVE BIDDING PROCESS**

Each individual involved in evaluating and/or in making a recommendation to purchase must complete, sign, and submit a Disclosure Statement with the applicable purchase document. Filing an annual statement of economic interest does not exempt an employee from this requirement. (Attach additional information if necessary.)

1. Did you receive any income or gifts from this company during the past 12 months: ☐ Yes or ☒ No. If yes, please describe below.
Click here to enter text.
2. Do you have a financial interest (stocks, shares, investments, etc.) in this company: ☐ Yes or ☒ No. If yes, please describe below.
Click here to enter text.
3. Do you have any other type of business relationship with this company? ☐ Yes or ☒ No. If yes, please describe below.
Click here to enter text.
4. To the best of your knowledge, does any member of your departmental staff have a business relationship with this company? ☐ Yes or ☒ No. If yes, please describe below.
Click here to enter text.
5. Do you or any of your near relatives have any financial interest in this company? ☐ Yes or ☒ No. If yes, please describe below.
Click here to enter text.
6. ***Please provide any additional information you believe should be disclosed at this time:***

Click here to enter text.
7. I certify that the above information is true:



Signature

Rod Norgaard
Printed Name

2/15/23
Date


Chief Deputy District Attorney
Title

**DISCLOSURE STATEMENT TO ACCOMPANY
REQUEST FOR EXCEPTION TO COMPETITIVE BIDDING PROCESS**

Each individual involved in evaluating and/or in making a recommendation to purchase must complete, sign, and submit a Disclosure Statement with the applicable purchase document. Filing an annual statement of economic interest does not exempt an employee from this requirement. (Attach additional information if necessary.)

1. Did you receive any income or gifts from this company during the past 12 months: ☐ Yes or ☒ No. If yes, please describe below.
Click here to enter text.
2. Do you have a financial interest (stocks, shares, investments, etc.) in this company: ☐ Yes or ☒ No. If yes, please describe below.
Click here to enter text.
3. Do you have any other type of business relationship with this company? ☐ Yes or ☒ No. If yes, please describe below.
Click here to enter text.
4. To the best of your knowledge, does any member of your departmental staff have a business relationship with this company? ☐ Yes or ☒ No. If yes, please describe below.
Click here to enter text.
5. Do you or any of your near relatives have any financial interest in this company? ☐ Yes or ☒ No. If yes, please describe below.
Click here to enter text.
6. ***Please provide any additional information you believe should be disclosed at this time:***

Click here to enter text.
7. I certify that the above information is true:



Signature

Scott Triplett
Printed Name

2/15/23
Date

Chief Deputy District Attorney
Title

**EXHIBIT D to Agreement between the COUNTY OF SACRAMENTO,
hereinafter referred to as "COUNTY," and
SICURO DATA ANALYTICS, LLC, hereinafter referred
to as "CONTRACTOR"**

Security Supplemental Terms and Conditions

I. DEFINITIONS

- a. **Application Programming Interface (API):** A set of functions and procedures allowing the creation of applications that access the features or data of an operating system, application, or other service.
- b. **CONTRACTOR:** The contractor and its employees, subcontractors, agents and affiliates who are providing the services agreed to under this Agreement.
- c. **COUNTY Data:** All data created or in any way originating with the COUNTY, and all data that is the output of computer processing or other electronic manipulation of any data that was created by or in any way originated with the COUNTY, whether such data or output is stored on the COUNTY's hardware, the CONTRACTOR's hardware, hardware owned by subcontractors of the CONTRACTOR, or exists in any system owned, maintained or otherwise controlled by the COUNTY, the CONTRACTOR, or subcontractors of the CONTRACTOR.
- d. **Data Breach:** The misappropriation of COUNTY Data in the custody of the CONTRACTOR or the compromise of the security, confidentiality or integrity of the COUNTY Data Processing System maintained by the CONTRACTOR.
- e. **Cloud Solution:** The use of Software as a Service (SaaS), Platform as a Service (PaaS), Infrastructure as a Service (IaaS), and others storing, processing, and/or transmitting of COUNTY Data in environments outside the control of the COUNTY.
- f. **FedRAMP:** Federal Risk and Authorization Management Program. Information about FedRAMP can be found at www.fedramp.gov.
- g. **Hybrid Solution:** The use of both a Cloud Solution and On-Premises Solution.
- h. **Internet Protocol (IP) address:** A numerical label assigned to each device connected to a computer network that uses the Internet Protocol for communication.

- i. **On-Premises Solution:** The use of a solution that is installed and run on computers that are on the COUNTY's premises.
- j. **StateRAMP:** State Risk and Authorization Management Program. Information about StateRAMP can be found at www.stateramp.org.
- k. **COUNTY Contacts:** The person or persons designated below in writing by the COUNTY/CONTRACTOR to receive Security Incident or breach notification.

Role	COUNTY OF SACRAMENTO	Contact Information
Approving Official/CISO	Michael Ishii	Desk: (916) 874-1202 IshiiM@sacda.org
Reporting/Information Security	Information Security Office (ISO)	Desk: (916) 874-1653 GonzalezA@sacda.org@sacda.org

II. COMPLIANCE

a. **Cloud Solution**

1. The Contractor shall achieve FedRAMP or StateRAMP Ready Status for the Cloud Service being provided within 90 days of the Agreement execution. Upon issuance of this Agreement, the CONTRACTOR must achieve full FedRAMP or StateRAMP authorization for the applicable security control category within 12 months. The CONTRACTOR must comply with required continuous monitoring to maintain FedRAMP or StateRAMP authorizations.
2. The COUNTY reserves the right to request and review all Third Party Assessment Organization (3PAO) audits, risk assessments, vulnerability assessments, and penetration tests of the contractor's environment. The CONTRACTOR must respond to all flaws discovered that could affect performance to FedRAMP or StateRAMP specifications. CONTRACTOR must provide a timeframe acceptable to the COUNTY to resolve the identified issue and/or implement a compensating control.
3. Any deviation from these requirements must be approved by the COUNTY Chief Information Security Officer or designee in writing.

b. On-Premises Solution

1. The CONTRACTOR shall ensure that applicable Information Systems the CONTRACTOR provides as a part of this agreement are capable of running the following security tools:

Security Tool	Applicable Information Systems
Crowdstrike Falcon	Servers, Workstations, Non-Hardened Appliance
Tanium	Servers, Workstations, Non-Hardened Appliance
Splunk Universal forwarder or alternative log forwarder	Servers, Workstations, Non-Hardened Appliance, Internet-of-Things (IoT)

2. The COUNTY reserves the right to conduct audits, risk assessments, vulnerability assessments, and penetration tests of the CONTRACTOR's solution.
3. The CONTRACTOR must respond within 30 days to all Critical and Important flaws discovered that could affect the security of the solution.
4. CONTRACTOR must resolve the identified issue and/or implement a compensating control within 90 days.
5. Any deviation from these requirements must be approved by the COUNTY Chief Information Security Officer or designee in writing.

c. Hybrid Solution

The CONTRACTOR must comply with both Cloud Solution and On-Premises Solution requirements for corresponding system components.

III. NON-DISCLOSURE

The CONTRACTOR shall require commercially reasonable non-disclosure agreements with applicable employees and subcontractors, and limit COUNTY Data knowledge to that which is necessary to perform job duties involved in the performance of this Agreement.

IV. DATA OWNERSHIP

- a. The COUNTY solely and exclusively owns and retains all right, title and interest, whether express or implied, in and to any and all COUNTY data.

CONTRACTOR neither has nor acquires, any right, title or interest, whether express or implied, in and to COUNTY Data.

- b. CONTRACTOR will only use COUNTY data for the purposes set forth in this Agreement. CONTRACTOR will only access COUNTY data as necessary for performance of this Agreement. CONTRACTOR will not access COUNTY user accounts except to respond to service or technical problems or at the COUNTY's specific request.
- c. All COUNTY data, including copies, summaries and derivative works thereof, must be remitted, in a mutually agreeable format and media, to the COUNTY by the CONTRACTOR upon request or upon completion, termination or cancellation of this Agreement. The foregoing sentence does not apply if the COUNTY Chief Information Security Officer or delegate authorizes in writing the CONTRACTOR to sanitize and/or destroy the data in a manner acceptable to the COUNTY and the CONTRACTOR certifies in writing the sanitization and/or destruction of the data.
- d. Within 90 days following any remittance of COUNTY Data to the COUNTY, CONTRACTOR shall, unless otherwise instructed by the COUNTY in writing, sanitize and/or destroy any remaining data in a manner acceptable to the COUNTY, and certify in writing that the sanitization and/or destruction of the data has occurred. Any such remittance, sanitization or destruction will be at the CONTRACTOR's sole cost and expense.

V. DATA LOCATION

The CONTRACTOR shall provide its services to the COUNTY solely from data centers in the United States (U.S.). Storage of COUNTY Data at rest shall be located solely in data centers in the U.S. The CONTRACTOR shall not allow its personnel or contractors to store COUNTY Data on portable devices, including but not limited to personal computers, except for devices that are used and kept only at its U.S. data centers and used for this Agreement. The CONTRACTOR shall permit its personnel and contractors to access COUNTY Data remotely only as required to provide technical support. The CONTRACTOR may provide technical user support on a 24/7 basis using a follow-the-sun model, unless otherwise prohibited in this Agreement.

- b. CONTRACTOR must notify the County **in writing within 48 hours** of any location changes to CONTRACTOR data center(s) that will process or store COUNTY data. Notice should be made to ITSEC@Sacramento.ca.gov and must reference this agreement.

VI. NOTIFICATION OF LEGAL REQUESTS

- a. The CONTRACTOR shall immediately notify COUNTY upon receipt of any subpoenas, service of process, litigation holds, discovery requests and other legal requests related to all data given to CONTRACTOR by COUNTY in the performance of this Agreement, and in no event later than 24 hours after it receives the request.

- b. CONTRACTOR shall not respond to legal requests related to COUNTY without first notifying COUNTY other than to notify the requestor that the information sought is potentially covered under a non-disclosure agreement.

- b. CONTRACTOR shall retain and preserve COUNTY Data in accordance with the COUNTY's instruction and requests, including, without limitation, any retention schedules and/or litigation hold orders provided by the COUNTY to CONTRACTOR, independent of where the COUNTY Data is stored, at CONTRACTOR'S sole cost and expense.

VII. SECURITY BREACHES

- a. Upon becoming aware of a potential, suspected, or actual Data Breach involving COUNTY data, the CONTRACTOR shall without undue delay (and in no event later than 72 hours of becoming aware of such Data Breach) inform the COUNTY and provide written details of the Data Breach, including the type of data affected, the identity of affected person(s), the likely consequences of the Data Breach, any other information the COUNTY may reasonably request concerning the affected persons, and the measures taken or proposed to be taken to address it, as soon as such information becomes known or available to the CONTRACTOR.

- b. The CONTRACTOR will promptly take reasonable steps to contain, investigate and mitigate any Data Breach. CONTRACTOR will provide

timely information about the Data Breach including, but not limited to, the nature and consequences of the Data Breach; the measures taken and/or proposed by CONTRACTOR to mitigate or contain the Data Breach; the status of the CONTRACTOR investigation of the Data Breach; a contact point from which additional information may be obtained; and the categories and approximated number of data records concerned, if available.

- c. CONTRACTOR's communications with COUNTY in connection with a Data Breach shall not be construed as an acknowledgment by CONTRACTOR of any fault or liability with respect to the Data Breach.
- d. The parties agree to coordinate in good faith on developing the content of any related public statements or any required notices for the affected persons and/or the relevant legal authorities, except as otherwise required by applicable law. In the event of a Personal Data Breach, the CONTRACTOR will provide timely information and cooperation as the County may require to fulfill COUNTY'S Data Breach reporting obligations under applicable law; take such measures and actions as are appropriate to remedy or mitigate the effects of the Data Breach; and shall keep COUNTY up-to-date about all developments in connection with the Data Breach.
- e. CONTRACTOR shall perform all requirements in the above subsections (a)-(d) of this section at CONTRACTOR'S sole cost and expense.
- f. In the event of a Data Security Incident, Contractor must notify County in writing within 48 hours. Notice should be made to ITSEC@Sacramento.ca.gov and to all parties referenced in the "Notices" section of the Agreement. Notice must reference this contract number. Notice under this section must include the date of incident and Contractor's systems and/or locations which were affected. The duty to notify under this section is broad, requiring disclosure whether or not any impact to County data is known at the time, to enable County to take immediate protective actions of its data and cloud environments. Failure to notify under this section is a material breach, and County may immediately terminate the Agreement for failure to comply.

VIII. ACCESS TO SECURITY LOGS AND REPORTS

The CONTRACTOR shall support logging in a format as agreed to by both CONTRACTOR and the COUNTY. Logging capabilities shall include latency

statistics, user access, user access internet protocol (IP) address, application programming interface (API) calls for the COUNTY's account including the source IP address of the API caller, the request parameters and the response elements returned, user access history and security logs for all COUNTY Data and digital content related to this Agreement. The logs shall be sufficient to enable the COUNTY to perform to the COUNTY's satisfaction security analysis, resource change tracking and compliance auditing.

IX. SUBCONTRACTOR DISCLOSURE

The CONTRACTOR shall identify in writing to COUNTY as soon as known by CONTRACTOR all of its strategic business partners related to services provided under this Agreement, including but not limited to all subcontractors or other entities or individuals who may be a party to a joint venture or similar agreement with the CONTRACTOR, and who shall be involved in any application development and/or operations.

X. RIGHT TO REMOVE INDIVIDUALS

The COUNTY shall have the right at any time to require that the CONTRACTOR remove from interaction with COUNTY any CONTRACTOR representative who the COUNTY believes is detrimental to its working relationship with the CONTRACTOR. The COUNTY shall provide the CONTRACTOR with notice of its determination, and the reasons it requests the removal. If the COUNTY signifies that a potential security violation exists with respect to the request, the CONTRACTOR shall immediately remove such individual. The CONTRACTOR shall not assign the person to any aspect of this Agreement or future work orders without the COUNTY's consent.

XI. TERMINATION AND SUSPENSION OF SERVICE

- a. In the event of termination of this Agreement, the CONTRACTOR shall implement an orderly return of COUNTY Data in a mutually agreeable format at CONTRACTOR's sole cost and expense. The CONTRACTOR shall guarantee the subsequent secure disposal of COUNTY Data.
- b. During any period of suspension or contract negotiation or disputes, the CONTRACTOR shall not take any action to intentionally erase any COUNTY Data.
- c. In the event of termination of any services or this Agreement in entirety, the CONTRACTOR shall not take any action to intentionally erase any COUNTY Data for a period of 90 days after the effective date of the termination. After such 90-day period, the CONTRACTOR shall have no obligation to maintain or provide any COUNTY Data and shall thereafter, unless legally prohibited, dispose of all COUNTY Data in its systems or

otherwise in its possession or under its control at CONTRACTOR'S sole cost and expense. Within this 90- day timeframe, CONTRACTOR will continue to secure and back up COUNTY Data covered under this Agreement.

- d. The COUNTY shall be entitled at no additional cost to COUNTY to any post-termination assistance generally made available with respect to the Services unless a unique data retrieval arrangement has been established as part of the Service Level Agreement.
- e. When requested by the COUNTY, the provider shall at CONTRACTOR'S sole cost and expense destroy all requested data in all of its forms, for example: disk, CD/DVD, backup tape, and paper. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST) approved methods. - Certificates of destruction shall be provided to the COUNTY at no additional cost to COUNTY.

XII. CONTRACT AUDIT

The CONTRACTOR shall allow the COUNTY to audit conformance to the Agreement terms. The COUNTY may perform this audit or contract with a third party at its discretion and at the COUNTY's expense.

XIII. WEB ACCESSIBILITY (ONLY APPLICABLE TO WEB-BASED SOLUTIONS)

COUNTY strives to achieve web accessibility by complying with the requirements of Section 508 of the Rehabilitation Act of 1973 §1194.22, as amended (29 U.S.C. Section 794d). County websites (and those provided by 3rd party service providers, aka CONTRACTOR) shall be designed based on standards from the Worldwide Web Consortium (W3C) Web Content Accessibility Guidelines (WCAG) to make web content accessible to people with disabilities. It is the responsibility of the CONTRACTOR to become familiar with these guidelines and to apply these standards in designing and creating any official County of Sacramento website. CONTRACTOR shall deliver services in compliance with Worldwide Web Consortium (W3C) Web Content Accessibility Guidelines (WCAG).

XIV. BUSINESS CONTINUITY

CONTRACTOR shall provide and maintain a business continuity and disaster recovery plan that achieves the County's Recovery Time Objective (RTO) and Recovery Point Objective (RPO), as set forth in the Scope of Work and/or Service Level Agreement, and specifically incorporated herein.

XV. DATA ENCRYPTION

- a. The CONTRACTOR shall encrypt all non-public COUNTY data in transit regardless of the transit mechanism.
- b. The CONTRACTOR shall encrypt all non-public COUNTY data at rest.
- c. The CONTRACTOR encryption shall be consistent with validated cryptography standards as specified in National Institute of Standards and Technology Security Requirements.

From: Greg DeAngelo <gregory.deangelo@gmail.com>
Sent: Tuesday, March 7, 2023 3:11 PM
To: McDonald. Heather (DA)
Subject: Re: Contract Review for District Attorney Office

Hi Heather,

I'm not quite sure what exactly is being asked for. Pages 13-17 include a description of the work to be performed and the deliverable associated with each phase. Sorry for the confusion.

Greg

On Mar 7, 2023, at 11:44 AM, McDonald. Heather (DA) <McDonaldH@sacda.org> wrote:

Good morning,

Can you please send me the scope of work? Our County counsel is asking for a more detailed scope of work than what was submitted. Thank you, I appreciate it!

<image002.png>

Heather McDonald | Senior Admin Analyst

Sacramento County District Attorney's Office

901 G Street | Sacramento, CA 95814

916.874.5910 | mcdonaldh@sacda.org

- *Semper Justitia*

From: Heyer. Rick <heyerr@sacounty.gov>
Sent: Wednesday, February 22, 2023 11:06 AM
To: McDonald. Heather (DA) <McDonaldH@sacda.org>; Usery. Kristin <UseryK@sacounty.gov>
Subject: RE: Contract Review for District Attorney Office

Heather,

I have some concerns. First, Exhibit A seems to be a narrative of the project. It would be better if it was written in a way that a lay person could know exactly what will be produced in each phase of the project. Second, please give a citation for the Racial Justice Act. Lastly, have you done a 71-j evaluation? I assume that there is no County employee that has done this work, but I think we need to have that confirmed with DPS.

Please let me know if you want to discuss.

Rick

From: McDonald. Heather (DA) <McDonaldH@sacda.org>
Sent: Wednesday, February 22, 2023 10:34 AM
To: Heyer. Rick <heverr@saccounty.gov>; Usery. Kristin <UseryK@saccounty.gov>
Subject: Contract Review for District Attorney Office

Good morning,

The District Attorney's Office is requesting County Counsel and Risk Management to review the attached contract before we proceed. Please let me know if you have any questions/concerns. Thank you both.

<image001.png>

Heather McDonald | Senior Admin Analyst

Sacramento County District Attorney's Office

901 G Street | Sacramento, CA 95814

916.874.5910 | mcdonaldh@sacda.org

- *Semper Justitia*

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the Sacramento County District Attorney's Office or the intended recipient is strictly prohibited. If you are not the intended recipient, please contact the sender immediately and permanently delete the original and any copies of this email and any attachments thereto.

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<Sicuro Contract Proposal - Sacramento County DA - RC33692971.docx>

From: McDonald, Heather (DA)
Sent: Tuesday, March 7, 2023 11:44 AM
To: info@sicuroanalytics.com
Subject: FW: Contract Review for District Attorney Office
Attachments: Sicuro Contract Proposal - Sacramento County DA - RC33692971.docx

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Heather McDonald | Senior Admin Analyst
Sacramento County District Attorney's Office
901 G Street | Sacramento, CA 95814
916.874.5910 | mcdonaldh@sacda.org
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Subject: RE: Contract Review for District Attorney Office

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Rick

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Sent: Wednesday, February 22, 2023 10:34 AM
To: Heyer, Rick <heyerr@saccounty.gov>; Usery, Kristin <UseryK@saccounty.gov>
Subject: Contract Review for District Attorney Office

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Heather McDonald | Senior Admin Analyst
Sacramento County District Attorney's Office
901 G Street | Sacramento, CA 95814
916.874.5910 | mcdonaldh@sacda.org
- *Semper Justitia*

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**AGREEMENT BETWEEN THE COUNTY OF SACRAMENTO AND SICURO DATA
ANALYTICS, LLC**
Updated INSERT DATE

CONTRACT NO: _____
DEPARTMENT: DISTRICT ATTORNEY
CONTRACTOR: SICURO DATA ANALYTICS
DESCRIPTION: Statistical analysis of criminal charging and outcomes, as outlined in the
Racial Justice Act

This Agreement is entered into between the County of Sacramento, a political subdivision of the State of California (hereinafter "County") and Sicuro Data Analytics, LLC (hereinafter "Contractor", collectively "Parties").

Whereas, pursuant to California Government Code section 31000, the County may contract with independent contractors for the furnishing of such services to or for the County or any Department thereof; and

Whereas, it is necessary and desirable that Contractor be retained for the purpose of data analysis for the evaluation of charging and sentencing decisions in the Sacramento County District Attorney's Office.

Therefore, it is agreed by the parties to this Agreement as follows:

1. Services

In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

2. Payments

County's total fiscal obligation under this Agreement shall not exceed \$600,000.

In consideration of the services provided by Contractor and in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines the quantity or quality of the work performed is unacceptable. In the event County makes advance payments to Contractor, Contractor agrees to refund any amounts in excess of the amount owed by County at the time of termination or expiration of this Agreement. Contractor is not entitled to payment for work not performed as required by this Agreement.

3. Term

Subject to the terms and conditions herein, the term of this Agreement shall be from July 1, 2022 to July 1, 2024.

4. Exhibits; Merger Clause; Amendments

This Agreement, including all Exhibits and Attachments, incorporated herein by this reference, constitutes the sole Agreement between the Parties and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding.

All subsequent modifications or amendments to this Agreement shall be in writing and signed by the parties.

5. Termination

A. Termination for Convenience. Either Party may terminate this Agreement without cause by providing 30 days advance written notice to the other. The Agreement will terminate at the completion of the 30-day period. County will be entitled to receive services through the termination of the agreement, and Contractor shall be entitled to receive payment for services provided through the termination of the Agreement.

B. Termination for Cause. Either party may terminate this Agreement for cause. To terminate for cause, the terminating party must give the other party written notice of the alleged breach. The responding party has five (5) business days after receipt of notice to respond and a total of ten (10) calendar days after receipt of such notice to cure the alleged breach. If the responding party fails to cure the breach within this period, the terminating party may immediately terminate this Agreement without further action.

C. Termination Based on Lack of Funding. County may terminate this Agreement or a portion of the services based upon the unavailability of federal, state, or county funds by providing written notice to Contractor as soon as reasonably possible after County learns of unavailability of outside funding.

6. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of County and that neither Contractor nor its employees or agents acquire any of the rights, privileges, powers, or advantages of County employees.

Except as County may specify in writing Contractor shall have no authority, express or implied, to act on behalf of County in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied pursuant to this Agreement to bind County to any obligation whatsoever.

7. Hold Harmless & Indemnification

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code. As used in this Section, the term "County" means Sacramento County or its officers, agents, employees, and volunteers.

A. General Hold Harmless

The Contractor hereby agrees to protect, defend, indemnify, and hold the County free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by the County arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the County) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the agreement.

Contractor agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of Contractor. Contractor also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent.

This provision is not intended to create any cause of action in favor of any third party against Contractor or County or to enlarge in any way the Contractor's liability but is intended solely to provide for indemnification of County from liability for damages or injuries to third persons or property arising from Contractor's performance pursuant to this agreement.

As used above, the term SACRAMENTO COUNTY means Sacramento County or its officers, agents, employees, and volunteers.

B. Intellectual Property Indemnification

Contractor hereby certifies that it owns, controls, and/or licenses and retains all right, title, and/or interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and/or other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets (collectively referred to as "IP Rights") except as otherwise noted by this Agreement.

Contractor warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Contractor shall defend, indemnify, and hold harmless County from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party's IP Rights provided any such right is enforceable in the United States. Contractor's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) County notifies Contractor promptly in writing of any notice of any such third-party claim; (b) County cooperates with Contractor, at Contractor's expense, in all reasonable respects in connection with the investigation and defense of any such third party claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without County's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on County, impair any right of County, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of County without County's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement

become, or in Contractor's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes County's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Contractor shall, at Contractor's option and expense, either: (i) procure for County the right to continue using the services without infringement or (ii) replace or modify the services so that they become non-infringing but remain functionally equivalent.

Notwithstanding anything in this Section to the contrary, Contractor will have no obligation or liability to County under this Section to the extent any otherwise covered claim is based upon: (a) any aspects of the services under this Agreement which have been modified by or for County (other than modification performed by, or at the direction of, Contractor) in such a way as to cause the alleged infringement at issue; and/or (b) any aspects of the services under this Agreement which have been used by County in a manner prohibited by this Agreement.

8. Assignability and Subcontracting

Unless provided in Exhibit B, Contractor shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without advance notice or penalty.

9. Insurance

Contractor shall file with County concurrently herewith a Certificate of Insurance, in companies acceptable to County, with a Best's Rating of no less than A-: VII showing.

A. Worker's Compensation and Employer's Liability Insurance

Worker's Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than one million dollars (\$1,000,000) each accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit for bodily injury by disease, and one million dollars (\$1,000,000) each employee for bodily injury by disease.

If there is an exposure of injury to Contractor's employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

Each Worker's Compensation policy shall be endorsed with the following specific language:

Cancellation Notice: "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Sacramento."

Waiver of Subrogation: The workers' compensation policy shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against the County, its officers, directors, officials, employees, agents or volunteers, which might arise by reason of payment under such policy in connection with performance under this agreement by the Contractor.

Contractor shall require all subcontractors to maintain adequate Workers' Compensation insurance.

Certificates of Workers' Compensation shall be filed forthwith with County upon demand.

B. General Liability Insurance

(i) Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of Contractor, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:

a. Contractual liability insuring the obligations assumed by Contractor in this Agreement.

(ii) One of the following forms is required:

- a. Comprehensive General Liability;
- b. Commercial General Liability (Occurrence); or
- c. Commercial General Liability (Claims Made).

(iii) If Contractor carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:

- a. One million dollars (\$1,000,000) each occurrence
- b. Two million dollars (\$2,000,000) aggregate

(iv) If Contractor carries a Commercial General Liability (Occurrence) policy, the limits of liability shall not be less than:

- a. One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
- b. One million dollars (\$1,000,000) for Products-Completed Operations
- c. Two million dollars (\$2,000,000) General Aggregate

If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be two million dollars (\$2,000,000).

(v) Special Claims Made Policy Form Provisions:

Contractor shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of County, which consent, if given, shall be subject to the following conditions:

- a. The limits of liability shall not be less than:
 - i. One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
 - ii. One million dollars (\$1,000,000) aggregate for Products Completed Operations
 - iii. Two million dollars (\$2,000,000) General Aggregate
- b. The insurance coverage provided by Contractor shall contain language providing coverage up to one (1) year following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

C. Conformity of Coverages

If more than one policy is used to meet the required coverages, such as a separate umbrella policy,

such policies shall be consistent with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies or all shall be Claims Made Liability policies, if approved by County as noted above. In no cases shall the types of policies be different.

D. Endorsements

Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:

- (i) "The County of Sacramento, their officers, agents, employees, and volunteers are to be covered as an additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."
- (ii) "The insurance provided by the Contractor, including any excess liability or umbrella form coverage, is primary coverage to the County of Sacramento with respect to any insurance or self-insurance programs maintained by the County of Sacramento and no insurance held or owned by the County of Sacramento shall be called upon to contribute to a loss."
- (iii) "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Sacramento."

E. Automobile Liability Insurance

Automobile Liability insurance covering bodily injury and property damage in an amount no less than one million dollars (\$1,000,000) combined single limit for each occurrence. Covered vehicles shall include owned, non-owned, and hired automobiles/trucks.

F. Professional Liability Insurance (Errors & Omissions)

Professional Liability Insurance for Errors and Omissions coverage in the amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence.

If Contractor subcontracts in support of the services under this Agreement, Professional Liability Insurance for Errors shall be provided by the subcontractor in an amount not less than one million dollars (\$1,000,000) in aggregate.

The insurance coverage provided by the Contractor shall contain language providing coverage up to one (1) year following completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims made policy.

G. CYBER LIABILITY INSURANCE

Cyber Liability Insurance with limits not less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or

destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

H. Additional Insurance Requirements

(i) Premium Payments: The insurance companies shall have no recourse against the County and funding agencies, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.

(ii) Policy Deductibles: The Contractor shall be responsible for all deductibles in all of the Contractor's insurance policies. The maximum amount of allowable deductible for insurance coverage required herein shall be \$25,000.

(iii) Contractor's Obligations: Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this agreement.

(iv) Verification of Coverage: Contractor shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

(v) Material Breach: Failure of the Contractor to maintain the insurance required by this agreement, or to comply with any of the requirements of this section, shall constitute a material breach of the entire agreement.

10. Compliance with Laws; Nondiscrimination

A. Compliance with Laws. All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable federal, state, and local laws, rules, regulations, and ordinances, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable); the Americans with Disabilities Act of 1990, as amended; Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any federal or county financial assistance; and the Fair Employment and Housing Act.

B. Nondiscrimination. Contractor shall not unlawfully discriminate against employees, applicants, or clients because of race, sex, sexual orientation, color, ancestry, religion or religious creed, national origin or ethnic group identification, mental disability, physical disability, medical condition (including cancer, HIV and AIDS), age (over 40), marital status, or use of Family and Medical Care Leave and/or Pregnancy Disability Leave in regard to any position for which the employee or applicant is qualified.

C. Reporting. Contractor shall report to County the filing in any court or with any administrative agency of any complaint or allegation of a violation of the provisions included in this Section during the term of the Agreement. Contractor must make the required report in writing within 30 days of such filing with a general description of the circumstances involved and the violation(s) alleged.

D. County Policies. Contractor shall comply with applicable County policies, including but not limited to the "Use of Private Devices and Accounts for County Business and the Public Records Act Policy."

In the event of a conflict between the terms of this Agreement and any applicable law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

11. Contract Materials

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials prepared by Contractor or subcontractors under this Agreement (collectively, "contract materials") shall become the property of County and shall be promptly delivered to County. The Contractor shall retain titles, rights, and interests in any underlying template documents and may make and retain copies of contract materials.

12. Records; Right to Monitor and Audit

Contractor shall maintain, at all times during the Agreement and for a period of three (3) years following, complete detailed records of the work performed under this Agreement. County and state and federal agencies shall have the right to monitor all work performed under this Agreement to assure that all applicable state and federal regulations are met. County and state and federal agencies shall have the right to audit all work, records, and procedures related to this Agreement to determine the extent to which the program is achieving its purposes and performance goals. County will have the right to review financial and programmatic reports and will notify Contractor of any potential federal and/or state exception(s) discovered during such examination.

13. Confidentiality of Information

All financial, statistical, personal, technical, or other data and information relative to the County's operations which are designated confidential by the County and made available to the Contractor to carry out services under this Agreement shall be protected by Contractor from unauthorized use and disclosure. Contractor shall notify County of any discovered instances of breaches of confidentiality.

Contractor agrees to maintain confidentiality of information and records as required by applicable federal, state, and local laws, regulations, and rules. Contractor shall promptly submit any and all requests, from whatever source, for copies of or access to any County confidential information.

Contractor may disclose County confidential information to its employees, agents, and subcontractors who have: (i) a need to know such confidential information in order to perform their duties under this agreement, as determined by an appropriate County official; and (ii) a legal duty

to protect the County confidential information, which may arise under this Agreement or other applicable laws.

Contractor will ensure employees and subcontractors adopt and adhere to procedures to safeguard the confidentiality of such information. Contractor shall ensure that any subcontractors or agents receiving confidential information related to this Agreement agree to the same restrictions and conditions that apply to Contractor with respect to such information. Contractor agrees to hold County harmless from any breach of confidentiality, as set forth in the hold harmless provisions contained herein. Contractor shall be fully liable for the acts or omissions of its employees and subcontractors with respect to County confidential information. Any subcontract to perform services under this Agreement shall contain all provisions of this section.

Permission to disclose information on one occasion or at a public hearing held by County shall not authorize the Contractor to further disclose or disseminate such information.

Contractor shall not comment publicly regarding the Agreement or the County's actions on the same. Contractor shall not issue any news release or public relations item of any nature whatsoever regarding work performed or to be performed under this Agreement unless prior written consent is obtained from County.

14. Information Technology Security Requirements

Exhibit C, "Information Technology Security Addendum" is attached and incorporated by this reference. Contractor's failure to comply with the requirements in Exhibit C is a material breach of this Agreement.

15. General Health Measures and Conduct

Contractor shall be solely responsible for ensuring that the Contractor's employees or subcontractors are physically capable of performing the services described herein on County premises. The Contractor shall take all necessary measures to ensure that the Contractor's employees and sub-contractors receive sufficient training regarding contagious and infectious diseases and preventative measures to be taken within the workplace to protect the Contractor's employees and sub-contractors from exposure to or exposing others (including but not limited to County personnel and the public) to contagious and infectious diseases. Should the County or the Contractor observe any of their employees or sub-contractors exhibiting symptoms of a contagious and/or infectious disease (including but not limited to COVID-19) either prior to or during the performance of services on County premises, the Contractor shall immediately take measures to minimize or prevent exposure to County employees and/or the public consistent with government guidance and best practices. Such removal of the Contractor's employee(s) or subcontractor(s) shall not be considered a basis for the removed employee's claim for compensation or damages against the County, or any of its officers or agents. The employee shall not return to work on County premises until Contractor determines that the situation is resolved.

16. Governing Law; Jurisdiction; Venue

This Agreement is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. Any legal proceedings on this agreement shall be brought under the jurisdiction of the Superior Court of the County of Sacramento, State of California. Each party waives any Federal court removal and/or original jurisdiction rights it may have.

17. Notices

Any notice, request, demand, or other communication required or authorized under this Agreement shall be deemed to be properly given when:

- A. Delivered personally to the person below, as of the date of delivery; or
- B. Mailed to the physical address listed below by U.S. Mail or similar service, with postage prepaid and properly addressed, as of the date of postmark; or
- C. Emailed to the email address(es) below, as of the date a read receipt, an acknowledgement from the recipient, or other proof of delivery is received by the sender.

In the case of County, to:

Name, Title: Thien Ho, District Attorney
Address: 901 G St.
Sacramento, CA 95814
Telephone: 916-874-6218
Email: hot@sacda.org

In the case of Contractor, to:

Name, Title: Gregory DeAngelo, President
Address: 317 West Ventura Blvd. #1041
Camarillo, CA, 93010
Telephone: 213-320-7220
Email: info@sicuroanalytics.com

18. Conflicts of Interest

Contractor certifies that it has no current business or financial relationship with any County employee or official, or other County contract provider that could create a conflict with this Agreement and will not enter into any such business or financial relationships during the period of this Agreement. Contractor attests that its employees and the officers of its governing body shall avoid any actual or potential conflicts of interest, and that no officer or employee who exercises any functions or responsibilities in connection with this Agreement shall have any legally prohibited personal financial interest or benefit which either directly or indirectly arises out of this Agreement. Contractor shall establish safeguards to prohibit employees or officers from using their positions for a purpose which could result in legally prohibited private gain or gives the appearance of being motivated for legally prohibited private gain for themselves or others, particularly those with whom they have family, business, or other ties. Contractor certifies that no official or employee of the County, nor any business entity in which an official of the County has an interest, has been employed or retained to solicit or aid in the procuring of this Agreement. In addition, Contractor agrees that no such person will be employed in the performance of this Agreement without immediately notifying the County.

19. Licenses, Permits

Contractor represents and warrants to County that it has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for Contractor and/or its employees to practice its/their profession. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement,

any licenses, permits, and approvals which are legally required for County and/or its employees to practice its/their profession at the time the services are performed.

Any agreements to subcontract services under this Agreement will contain this provision.

20. Non-Exclusivity

Nothing herein creates any exclusive arrangement between the Parties. This Agreement does not restrict County from acquiring similar, equal, or like goods or services from other sources.

21. Counterparts; Electronic Signature

This Agreement may be executed in duplicate counterparts. Each counterpart shall be an original and both together shall constitute but one and the same document. This Agreement shall not be deemed executed unless and until at least one counterpart bears the signatures of all parties' designated signatories.

In addition, this Agreement and future documents relating to this Agreement may be digitally signed in accordance with California law. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement.

CONTRACTOR NAME ("CONTRACTOR")*

Signature

Gregory DeAngelo

Print Name

☐ Chair of the Board, ☒ President, or
☐ Vice President

Date: 06/22/2022

COUNTY OF SACRAMENTO ("COUNTY")

THIEN HO, DISTRICT ATTORNEY

Date: _____

EXHIBITS:

Exhibit A: Scope of Services

Exhibit B: Payment Terms

Exhibit C: IT Security Addendum

*If Contractor is a corporation, the Agreement must be signed by two corporate officers, one from each category above. (See California Corporations Code § 313.) One signature will suffice, if the corporation's board of directors has passed a resolution that gives one person authority to sign. In that case, a copy of the most recent resolution must be attached to this Agreement.

If Contractor is another type of business entity, such as a partnership or limited liability company, the Agreement must be signed by an officer possessing the legal authority to bind the entity. A copy of a resolution, partnership agreement, operating agreement, or other evidence of authority must be attached to this Agreement.

EXHIBIT A SCOPE OF WORK

The Consultant will perform the following work.

A statistical analysis of criminal charging and outcomes, as outlined in the Racial Justice Act, for the County in three (3) phases. The work associated with each phase is detailed below.

Phase 1 – Expected Completion: 3-6 months

Phase 1 of the Racial Justice Act analysis will involve the ingestion of data from the Client. The list of data elements and fields required to perform the analysis will be developed by the Consultant through meetings with the Client. Upon receiving the data housed in the Client's case management system, the Consultant will engage in several steps to ensure full comprehension of the data:

- 1) Convert database files (e.g., mdf, bak, etc.) into flat files (csv)
- 2) Reconstruct case management system with flat files
- 3) Reshape data at the case-defendant level
- 4) Conduct a data audit to identify data gaps

Upon completion of these steps, the Consultant will prepare a data audit report that will outline key missing components in the existing data files that have been provided. The Consultant will then work with the Client to identify additional, internal databases that could contain the missing data features as well as external locations where missing data are maintained (e.g., court databases). Finally, the Consultant will develop a plan for backfilling missing content and prepare a *Phase 1 Completion Report* that outlines the steps taken to construct an analytically usable database and what will be needed to backfill missing content to develop a comprehensive data set in Phase 2.

Upon completion of a signed contract, the Consultant will prepare a visit to the Client's office to meet with various members of the district attorney's office, including the database management team, clerical staff, chief ADAs, and any other pertinent staff.

After the transfer of data occurs, the Consultant will convert database files into flat files and reconstruct the case management system. The Consultant will identify errors and issues that arise in the process of merging and appending flat files to reconstruct the case management system. This process typically involves several virtual meetings with members of the database management team.

After reconstruction of the case management system, the Consultant will reshape the data at the case-defendant level. Again, this process typically involves several virtual meetings with members of the database management team.

A data audit and written report will then be completed and presented to the County.

Phase 2 – Expected Completion: 4-6 months

Based on the findings of the data audit, the Consultant will devise a plan for backfilling content that is either incorrectly included or altogether omitted in the case management system. This typically

involves working with the County to provide access to court records where content can be accessed, crawled, extracted, and then backfilled into the case management system that the Consultant has reconstructed.

Based on the format of the data accessed from the courts, the Consultant will construct a set of code to access and harvest the court content. Once the content has been saved locally, the Consultant will construct another set of code to extract pertinent information from the court records. These data will then be merged with the reconstructed case management system.

A report of the content that has been updated as a result of the court crawling and content extraction effort will then be produced. Additionally, the Consultant will provide the County with the updated content, which can be ingested and incorporated into the County's production case management system, should the County be interested in updating their records.

Phase 3 – Expected Completion: 6-10 months

Once the reconstructed case management system has been determined to be complete and restructured at the case-defendant level, the Consultant will begin the process of conducting the empirical analysis of the Racial Justice Act.

The first step in conducting the empirical analysis will involve conducting an average outcomes analysis. This analysis will identify different raced, but otherwise identical, defendants to determine whether disparities exist in charging practices (e.g., press any charge, charge a felony) and case outcomes (e.g., guilty outcome, sentence length). To conduct this analysis, the Consultant will identify as many observable features of a case as possible (e.g., requested charges from law enforcement agency, type of crime, division within the district attorney's office where the charges have been filed, census tract where the incident occurred, etc.), and control for criminal behavior and charging practices that have historically been associated with these geographic regions, types of crimes, law enforcement agency, etc. Upon completion of this analysis, a visual construction of any disparities will be produced for ease of readability. However, a full technical appendix and corresponding regression tables will also be produced, which are the support for any graphics that are produced.

In the second step of the empirical analysis, the Consultant will leverage as-if randomly assigned cases to deputy district attorneys to leverage randomness in case assignment and differences in prosecutor charging practices. By leveraging both the random assignment of cases to prosecutors and differences in prosecutor preferences for charging cases, the Consultant can identify the impact of harsher or more lenient charging practices on case outcomes. Importantly, with regards to the Racial Justice Act analysis, the Consultant can leverage randomly assigned cases to determine whether statistical differences in charging practices are observed for the marginal defendant, as opposed to the average defendant. Note that the marginal defendant is the defendant who had the lowest case strength but was still charged. In comparing the marginal defendant where charges were brought by a deputy district attorney across the set of cases that are randomly assigned, the Consultant can determine whether the evidentiary standard applied to defendants differs by race.

In the third step of the empirical analysis, the Consultant will conduct an outlier analysis at both the case and deputy district attorney level. The outlier analysis will generate a "norm" for the district attorney's office with regards to charging and sentencing practices, accounting for the differences that arise due to crime type, requested charges, defendant age, criminal history, etc. The Consultant will then identify instances where specific cases deviate from the office-wide norm

at such a level that they are both statistically significantly and materially different from the norm of the office. A similar analysis will be conducted at the deputy district attorney level, where the prosecuting behavior of each deputy district attorney will be compared to the norm of the entire office. Note that this analysis will be conducted for a deputy district attorney's charging behavior within each type of crime, or top charge. Thus, the Consultant will produce instances where specific cases or specific deputy district attorney charging practices within a type of crime significantly and materially differ from the norm within the office.

At the completion of each of the three components of the empirical analysis, the Consultant will present the results to the County to obtain feedback and then implement this feedback into the analysis to ensure that the report accurately reflects practices within the office and ensures fairness in the representation of the findings. Once a final set of results have been agreed upon between the Consultant and the County, a report of the findings will be produced. The report will contain two sections. The first will be intended for a general audience, using language that is understandable by non-technical readers. The second section will contain all of the technical assumptions and details utilized in supporting the figures and tables that are presented in both the first and second sections of the report.

At the completion of the Racial Justice Act analysis, a 90-120 second video storyboard will be produced. The storyboard will be a complementary feature to the reports that explain the results of the Racial Justice Act analysis. The intent of the storyboard is to produce a simple, video explanation of the results of the analysis that can be understood by non-technical viewers. The video will be hosted and exclusively owned by the Sacramento District Attorney's Office.

In addition to the data elements that have been cleaned and backfilled for the Racial Justice Analysis, the remaining data elements that are required to fulfill AB 2418 and other data elements that the district attorney's office deems critical to maintain in their case management system will also be collected. Examples of these data elements could include the custodial status of the defendant at initial appearance, whether the defendant was remanded, the size of the bail, date of release from jail, the size of the plea offer, whether the defendant was offered diversion, whether the defendant accepted diversion, etc.

Upon completion of the data cleaning and backfilling process, a publicly available interactive map of Sacramento County will be produced. The map will include numerous "layers" that are broken apart by geographic units (e.g., census tracts), which contain information about each geographic unit. The anticipated layers - which can be aggregated to the monthly, semi-annual, or annual level - will include total cases, total cases by crime type, percent of citizens by race, percent of defendants by race, percent of victims by race, average income levels, average education levels, etc. The specific layers will be finalized after a presentation of the map is given to the district attorney's office.

Two dashboards will be produced that utilize the cleaned and backfilled analytical data set. The first dashboard will be intended exclusively for internal (i.e., employees of the district attorney's office, and possibly only management) use. The data set will produce basic descriptive information (e.g., total number of cases handled by division) as well as more complicated analytics (e.g., charging rate of similarly situated defendants) that will continuously update depending on the district attorney's preferences. The second dashboard will be intended for public consumption and can include aggregated counts of cases that are referred to the district attorney's office, files charged broken apart by crime types, disposition of cases, etc.

EXHIBIT B
PAYMENT TERMS

The Consultant will provide monthly invoices that detail the number of hours worked, detail the nature of the work, the hourly rate (\$300), and the total amount invoiced for that month. The monthly invoice will include a unique invoice number, contact information for the Consultant, as well as the payee's name. The invoice will also clearly note that payment is requested within 30 days of receiving the invoice.

EXHIBIT C INFORMATION TECHNOLOGY SECURITY ADDENDUM

1. Notification of Data Security Incident

For purposes of this section, "Data Security Incident" is defined as unauthorized access to the Contractor's business and/or business systems by a third party, which access could potentially expose County data or systems to unauthorized access, disclosure, or misuse. In the event of a Data Security Incident, Contractor must notify County in writing within 48 hours. Notice should be made to ITSEC@Sacramento.ca.gov and to all parties referenced in the "Notices" section of the Agreement. Notice must reference this contract number. Notice under this section must include the date of incident and Contractor's systems and/or locations which were affected. The duty to notify under this section is broad, requiring disclosure whether or not any impact to County data is known at the time, to enable County to take immediate protective actions of its data and cloud environments.

Failure to notify under this section is a material breach, and County may immediately terminate the Agreement for failure to comply.

2. Data Location

2.1 Contractor shall not store or transfer non-public County of Sacramento data outside the United States. This prohibition includes backup data and Disaster Recovery locations. The Contractor will permit its personnel and contractors to access County of Sacramento data remotely only as required to provide technical support. Remote access to data from outside the continental United States is prohibited unless expressly approved in advance and in writing by the County.

2.2 The Contractor must notify the County **in writing within 48 hours** of any location changes to Contractor's data center(s) that will process or store County data. Notice should be made to ITSEC@Sacramento.ca.gov and must reference this contract number.

3. Data Encryption

3.1 The Contractor shall encrypt all non-public County **data in transit** regardless of the transit mechanism.

3.2 The Contractor shall encrypt all non-public County **data at rest**.

3.3 The Contractor's encryption shall be consistent with validated cryptography standards as specified in National Institute of Standards and Technology Security Requirements.

4. Subcontractor Disclosure

To the extent subcontracting or assignment is permitted under this Agreement, the Contractor is responsible for the actions of their subcontractors, vendors, and suppliers. Contractor shall take necessary steps to ensure that the provisions of this contract are enforceable on all subcontractors, vendors, and suppliers acting on behalf of or through Contractor.

5. Business Continuity

Contractor shall provide and maintain a business continuity and disaster recovery plan that achieves the County's Recovery Time Objective (RTO) and Recovery Point Objective (RPO), as set forth in the Scope of Work and/or Service Level Agreement, and specifically incorporated herein.

From: Johnson. Joanie (DA)
Sent: Tuesday, February 7, 2023 8:35 AM
To: Greg DeAngelo
Subject: RE: Payee Data Form - Sicuro Data Analytics

Hi Greg,

Thank you for sending this information over to me. I will get back to you if we need anything further.

Have a great day.

Sincerely,
Joanie



Joanie Johnson | Administrative Services Officer III
Sacramento County District Attorney's Office
901 G Street | Sacramento, CA 95814
916.875.1075 | JohnsonJ@sacda.org
- *Semper Justitia*

From: Greg DeAngelo <gregory.deangelo@gmail.com>
Sent: Monday, February 6, 2023 10:35 PM
To: Johnson. Joanie (DA) <johnsonj@sacda.org>
Subject: Re: Payee Data Form - Sicuro Data Analytics

Hi Joanie,

First, I'm attaching both of my CLETS certifications. Second, as for our access to CORI, this would have to be confirmed with the DOJ. We unfortunately do not receive a formal document from them stating that we have been "cleared", but they provide us with data access when we are cleared. Let me know if I can assist with this further. Third, the names of the researchers that provided expert witness testimony on one case were Mariso Omori and Nick Petersen. Fourth, I'm attaching a draft copy of a proposal for the items that we discussed on the call today. Please let me know if any adjustments are needed.

Best,
Greg

On Mon, Feb 6, 2023 at 8:31 AM Johnson. Joanie (DA) <johnsonj@sacda.org> wrote:

Good morning Greg,

Thank you for sending this over.

Sincerely,

Joanie



Joanie Johnson | Administrative Services Officer III

Sacramento County District Attorney's Office

901 G Street | Sacramento, CA 95814

916.875.1075 | JohnsonJ@sacda.org

- Semper Justitia

From: Greg DeAngelo <gregory.deangelo@gmail.com>

Sent: Friday, February 3, 2023 8:51 PM

To: Johnson, Joanie (DA) <johnsonj@sacda.org>

Cc: Triplett, Scott (DA) <TriplettS@sacda.org>

Subject: Re: Payee Data Form - Sicuro Data Analytics

Hi Joanie,

Thanks for your email. I've laid out the typical pricing that we've been utilizing for different services below. As we discussed, many of these services are often combined, so it's not our typical practice to break the costs apart. Nevertheless, here's some information.

- Data ingestion, data audit, data backfilling and updating, development of full criminal histories, systematic RJA analysis of charging decisions (phase 1) and sentencing outcomes (phase 2) - \$400,000*
- Individual-level prosecutor RJA analysis - \$40,000
- Storyboard associated with any desired reports - \$20,000 per storyboard (this is the cost charged to Sicuro, which we can subcontract or put you in direct contact with the company)

- Publicly available interactive crime, defendant, victim maps with layers for race of population, income of population, etc. at census tract or block group levels - \$30,000
- Crime trajectory analyses, which includes the development of individual typologies and associated risk factors - \$25,000
- Preparation of AB 2418 data elements (that are outside the scope of the RJA analysis) - \$50,000*
- Internal or external dashboards that automate reporting and technical analytics - \$30,000 - \$50,000 depending on desired elements
- Automation of reporting - discuss ongoing pricing
- Handling of CPRA requests - discuss ongoing pricing

*Note that these are the standard prices that we have been charging agencies when we have not previously seen their data. Agencies often use a "not to exceed" language in the contract to ensure that both parties are comfortable with the terms.

I'm certain that there are other items that we discussed during our meeting that I might have missed. So, please let me know about these items and I'll get back to you ASAP. Lastly, I'm not sure if you'd be interested in performing analytics to evaluate policy or practices. Some counties are specifically interested in examining the effect of various policies and programs. Examples include:

- Effect of prop 47 on homeless offenses
- Effect of prosecutorial leniency on future victimization
- Effect of race-blind charging on charging and outcome behavior
- Disentangling the effect of race from socioeconomic status in criminal outcomes
- Identification of efficiencies by prosecutor or division

I hope that this helps.

Best,

Greg

On Thu, Feb 2, 2023 at 2:25 PM Johnson, Joanie (DA) <johnsonj@sacda.org> wrote:

Good afternoon Mr. DeAngelo,

I was catching up on emails before I realize that we have a call on Monday to discuss the scope of work. In preparation for that meeting, would it be possible for us to get a few more examples of the scope of work SDA provided to other counties and the costs associated with those services?

Thank you,

Joanie



Joanie Johnson | | Administrative Services Officer III

Sacramento County District Attorney's Office

901 G Street | Sacramento, CA 95814

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- Semper Justitia

From: Greg DeAngelo <gregory.deangelo@gmail.com>

Sent: Wednesday, February 1, 2023 5:43 PM

To: Johnson. Joanie (DA) <johnsonj@sacda.org>

Subject: Re: Payee Data Form - Sicuro Data Analytics

Hi Joanie,

Please find the completed and signed form attached.

Best,

Greg

On Wed, Feb 1, 2023 at 10:24 AM Johnson. Joanie (DA) <johnsonj@sacda.org> wrote:

Good morning Mr. DeAngelo,

We are working on getting you set up as a vendor in Sacramento County. To do that, we need the attached form completed and sent back to us. Please let me know if you have any questions or concerns.

Sincerely,

Joanie Johnson



Joanie Johnson | Administrative Services Officer III

Sacramento County District Attorney's Office

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To: Johnson. Joanie (DA)
Subject: Re: Payee Data Form - Sicuro Data Analytics
Attachments: DeAngelo CLETS certificate - Advanced.pdf; DeAngelo CLETS certificate.pdf; Sicuro Contract Proposal - Sacramento County DA.docx

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This is to certify that
Gregory DeAngelo
has successfully completed the certification test for
CJIS Security (Advanced)
on
January 27, 2023
This certificate is good through
January 27, 2025



This is to certify that
Greg DeAngelo
has successfully completed the certification test for
CJIS Security Level 2
on
July 12, 2022
This certificate is good through
July 12, 2024

**AGREEMENT BETWEEN THE COUNTY OF SACRAMENTO AND SICURO DATA
ANALYTICS, LLC**
Updated INSERT DATE

CONTRACT NO: _____
DEPARTMENT: DISTRICT ATTORNEY
CONTRACTOR: SICURO DATA ANALYTICS
DESCRIPTION: Statistical analysis of criminal charging and outcomes, as outlined in the
Racial Justice Act

This Agreement is entered into between the County of Sacramento, a political subdivision of the State of California (hereinafter "County") and Sicuro Data Analytics, LLC (hereinafter "Contractor", collectively "Parties").

Whereas, pursuant to California Government Code section 31000, the County may contract with independent contractors for the furnishing of such services to or for the County or any Department thereof; and

Whereas, it is necessary and desirable that Contractor be retained for the purpose of data analysis for the evaluation of charging and sentencing decisions in the Sacramento County District Attorney's Office.

Therefore, it is agreed by the parties to this Agreement as follows:

1. Services

In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

2. Payments

County's total fiscal obligation under this Agreement shall not exceed \$600,000.

In consideration of the services provided by Contractor and in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines the quantity or quality of the work performed is unacceptable. In the event County makes advance payments to Contractor, Contractor agrees to refund any amounts in excess of the amount owed by County at the time of termination or expiration of this Agreement. Contractor is not entitled to payment for work not performed as required by this Agreement.

3. Term

Subject to the terms and conditions herein, the term of this Agreement shall be from July 1, 2022 to July 1, 2024.

4. Exhibits; Merger Clause; Amendments

This Agreement, including all Exhibits and Attachments, incorporated herein by this reference, constitutes the sole Agreement between the Parties and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding.

All subsequent modifications or amendments to this Agreement shall be in writing and signed by the parties.

5. Termination

A. Termination for Convenience. Either Party may terminate this Agreement without cause by providing 30 days advance written notice to the other. The Agreement will terminate at the completion of the 30-day period. County will be entitled to receive services through the termination of the agreement, and Contractor shall be entitled to receive payment for services provided through the termination of the Agreement.

B. Termination for Cause. Either party may terminate this Agreement for cause. To terminate for cause, the terminating party must give the other party written notice of the alleged breach. The responding party has five (5) business days after receipt of notice to respond and a total of ten (10) calendar days after receipt of such notice to cure the alleged breach. If the responding party fails to cure the breach within this period, the terminating party may immediately terminate this Agreement without further action.

C. Termination Based on Lack of Funding. County may terminate this Agreement or a portion of the services based upon the unavailability of federal, state, or county funds by providing written notice to Contractor as soon as reasonably possible after County learns of unavailability of outside funding.

6. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of County and that neither Contractor nor its employees or agents acquire any of the rights, privileges, powers, or advantages of County employees.

Except as County may specify in writing Contractor shall have no authority, express or implied, to act on behalf of County in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied pursuant to this Agreement to bind County to any obligation whatsoever.

7. Hold Harmless & Indemnification

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code. As used in this Section, the term "County" means Sacramento County or its officers, agents, employees, and volunteers.

A. General Hold Harmless

The Contractor hereby agrees to protect, defend, indemnify, and hold the County free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by the County arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the County) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the agreement.

Contractor agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of Contractor. Contractor also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent.

This provision is not intended to create any cause of action in favor of any third party against Contractor or County or to enlarge in any way the Contractor's liability but is intended solely to provide for indemnification of County from liability for damages or injuries to third persons or property arising from Contractor's performance pursuant to this agreement.

As used above, the term SACRAMENTO COUNTY means Sacramento County or its officers, agents, employees, and volunteers.

B. Intellectual Property Indemnification

Contractor hereby certifies that it owns, controls, and/or licenses and retains all right, title, and/or interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and/or other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets (collectively referred to as "IP Rights") except as otherwise noted by this Agreement.

Contractor warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Contractor shall defend, indemnify, and hold harmless County from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party's IP Rights provided any such right is enforceable in the United States. Contractor's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) County notifies Contractor promptly in writing of any notice of any such third-party claim; (b) County cooperates with Contractor, at Contractor's expense, in all reasonable respects in connection with the investigation and defense of any such third party claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without County's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on County, impair any right of County, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of County without County's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement

become, or in Contractor's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes County's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Contractor shall, at Contractor's option and expense, either: (i) procure for County the right to continue using the services without infringement or (ii) replace or modify the services so that they become non-infringing but remain functionally equivalent.

Notwithstanding anything in this Section to the contrary, Contractor will have no obligation or liability to County under this Section to the extent any otherwise covered claim is based upon: (a) any aspects of the services under this Agreement which have been modified by or for County (other than modification performed by, or at the direction of, Contractor) in such a way as to cause the alleged infringement at issue; and/or (b) any aspects of the services under this Agreement which have been used by County in a manner prohibited by this Agreement.

8. Assignability and Subcontracting

Unless provided in Exhibit B, Contractor shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without advance notice or penalty.

9. Insurance

Contractor shall file with County concurrently herewith a Certificate of Insurance, in companies acceptable to County, with a Best's Rating of no less than A-: VII showing.

A. Worker's Compensation and Employer's Liability Insurance

Worker's Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than one million dollars (\$1,000,000) each accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit for bodily injury by disease, and one million dollars (\$1,000,000) each employee for bodily injury by disease.

If there is an exposure of injury to Contractor's employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

Each Worker's Compensation policy shall be endorsed with the following specific language:

Cancellation Notice: "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Sacramento."

Waiver of Subrogation: The workers' compensation policy shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against the County, its officers, directors, officials, employees, agents or volunteers, which might arise by reason of payment under such policy in connection with performance under this agreement by the Contractor.

Contractor shall require all subcontractors to maintain adequate Workers' Compensation insurance.

Certificates of Workers' Compensation shall be filed forthwith with County upon demand.

B. General Liability Insurance

(i) Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of Contractor, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:

a. Contractual liability insuring the obligations assumed by Contractor in this Agreement.

(ii) One of the following forms is required:

- a. Comprehensive General Liability;
- b. Commercial General Liability (Occurrence); or
- c. Commercial General Liability (Claims Made).

(iii) If Contractor carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:

- a. One million dollars (\$1,000,000) each occurrence
- b. Two million dollars (\$2,000,000) aggregate

(iv) If Contractor carries a Commercial General Liability (Occurrence) policy, the limits of liability shall not be less than:

- a. One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
- b. One million dollars (\$1,000,000) for Products-Completed Operations
- c. Two million dollars (\$2,000,000) General Aggregate

If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be two million dollars (\$2,000,000).

(v) Special Claims Made Policy Form Provisions:

Contractor shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of County, which consent, if given, shall be subject to the following conditions:

a. The limits of liability shall not be less than:

- i. One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
- ii. One million dollars (\$1,000,000) aggregate for Products Completed Operations
- iii. Two million dollars (\$2,000,000) General Aggregate

b. The insurance coverage provided by Contractor shall contain language providing coverage up to one (1) year following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

C. Conformity of Coverages

If more than one policy is used to meet the required coverages, such as a separate umbrella policy,

such policies shall be consistent with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies or all shall be Claims Made Liability policies, if approved by County as noted above. In no cases shall the types of policies be different.

D. Endorsements

Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:

- (i) "The County of Sacramento, their officers, agents, employees, and volunteers are to be covered as an additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."
- (ii) "The insurance provided by the Contractor, including any excess liability or umbrella form coverage, is primary coverage to the County of Sacramento with respect to any insurance or self-insurance programs maintained by the County of Sacramento and no insurance held or owned by the County of Sacramento shall be called upon to contribute to a loss."
- (iii) "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Sacramento."

E. Automobile Liability Insurance

Automobile Liability insurance covering bodily injury and property damage in an amount no less than one million dollars (\$1,000,000) combined single limit for each occurrence. Covered vehicles shall include owned, non-owned, and hired automobiles/trucks.

F. Professional Liability Insurance (Errors & Omissions)

Professional Liability Insurance for Errors and Omissions coverage in the amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence.

If Contractor subcontracts in support of the services under this Agreement, Professional Liability Insurance for Errors shall be provided by the subcontractor in an amount not less than one million dollars (\$1,000,000) in aggregate.

The insurance coverage provided by the Contractor shall contain language providing coverage up to one (1) year following completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims made policy.

G. CYBER LIABILITY INSURANCE

Cyber Liability Insurance with limits not less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or

destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

H. Additional Insurance Requirements

(i) Premium Payments: The insurance companies shall have no recourse against the County and funding agencies, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.

(ii) Policy Deductibles: The Contractor shall be responsible for all deductibles in all of the Contractor's insurance policies. The maximum amount of allowable deductible for insurance coverage required herein shall be \$25,000.

(iii) Contractor's Obligations: Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this agreement.

(iv) Verification of Coverage: Contractor shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

(v) Material Breach: Failure of the Contractor to maintain the insurance required by this agreement, or to comply with any of the requirements of this section, shall constitute a material breach of the entire agreement.

10. Compliance with Laws; Nondiscrimination

A. Compliance with Laws. All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable federal, state, and local laws, rules, regulations, and ordinances, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable); the Americans with Disabilities Act of 1990, as amended; Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any federal or county financial assistance; and the Fair Employment and Housing Act.

B. Nondiscrimination. Contractor shall not unlawfully discriminate against employees, applicants, or clients because of race, sex, sexual orientation, color, ancestry, religion or religious creed, national origin or ethnic group identification, mental disability, physical disability, medical condition (including cancer, HIV and AIDS), age (over 40), marital status, or use of Family and Medical Care Leave and/or Pregnancy Disability Leave in regard to any position for which the employee or applicant is qualified.

C. Reporting. Contractor shall report to County the filing in any court or with any administrative agency of any complaint or allegation of a violation of the provisions included in this Section during the term of the Agreement. Contractor must make the required report in writing within 30 days of such filing with a general description of the circumstances involved and the violation(s) alleged.

D. County Policies. Contractor shall comply with applicable County policies, including but not limited to the "Use of Private Devices and Accounts for County Business and the Public Records Act Policy."

In the event of a conflict between the terms of this Agreement and any applicable law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

11. Contract Materials

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials prepared by Contractor or subcontractors under this Agreement (collectively, "contract materials") shall become the property of County and shall be promptly delivered to County. The Contractor shall retain titles, rights, and interests in any underlying template documents and may make and retain copies of contract materials.

12. Records; Right to Monitor and Audit

Contractor shall maintain, at all times during the Agreement and for a period of three (3) years following, complete detailed records of the work performed under this Agreement. County and state and federal agencies shall have the right to monitor all work performed under this Agreement to assure that all applicable state and federal regulations are met. County and state and federal agencies shall have the right to audit all work, records, and procedures related to this Agreement to determine the extent to which the program is achieving its purposes and performance goals. County will have the right to review financial and programmatic reports and will notify Contractor of any potential federal and/or state exception(s) discovered during such examination.

13. Confidentiality of Information

All financial, statistical, personal, technical, or other data and information relative to the County's operations which are designated confidential by the County and made available to the Contractor to carry out services under this Agreement shall be protected by Contractor from unauthorized use and disclosure. Contractor shall notify County of any discovered instances of breaches of confidentiality.

Contractor agrees to maintain confidentiality of information and records as required by applicable federal, state, and local laws, regulations, and rules. Contractor shall promptly submit any and all requests, from whatever source, for copies of or access to any County confidential information.

Contractor may disclose County confidential information to its employees, agents, and subcontractors who have: (i) a need to know such confidential information in order to perform their duties under this agreement, as determined by an appropriate County official; and (ii) a legal duty

to protect the County confidential information, which may arise under this Agreement or other applicable laws.

Contractor will ensure employees and subcontractors adopt and adhere to procedures to safeguard the confidentiality of such information. Contractor shall ensure that any subcontractors or agents receiving confidential information related to this Agreement agree to the same restrictions and conditions that apply to Contractor with respect to such information. Contractor agrees to hold County harmless from any breach of confidentiality, as set forth in the hold harmless provisions contained herein. Contractor shall be fully liable for the acts or omissions of its employees and subcontractors with respect to County confidential information. Any subcontract to perform services under this Agreement shall contain all provisions of this section.

Permission to disclose information on one occasion or at a public hearing held by County shall not authorize the Contractor to further disclose or disseminate such information.

Contractor shall not comment publicly regarding the Agreement or the County's actions on the same. Contractor shall not issue any news release or public relations item of any nature whatsoever regarding work performed or to be performed under this Agreement unless prior written consent is obtained from County.

14. Information Technology Security Requirements

Exhibit C, "Information Technology Security Addendum" is attached and incorporated by this reference. Contractor's failure to comply with the requirements in Exhibit C is a material breach of this Agreement.

15. General Health Measures and Conduct

Contractor shall be solely responsible for ensuring that the Contractor's employees or subcontractors are physically capable of performing the services described herein on County premises. The Contractor shall take all necessary measures to ensure that the Contractor's employees and sub-contractors receive sufficient training regarding contagious and infectious diseases and preventative measures to be taken within the workplace to protect the Contractor's employees and sub-contractors from exposure to or exposing others (including but not limited to County personnel and the public) to contagious and infectious diseases. Should the County or the Contractor observe any of their employees or sub-contractors exhibiting symptoms of a contagious and/or infectious disease (including but not limited to COVID-19) either prior to or during the performance of services on County premises, the Contractor shall immediately take measures to minimize or prevent exposure to County employees and/or the public consistent with government guidance and best practices. Such removal of the Contractor's employee(s) or subcontractor(s) shall not be considered a basis for the removed employee's claim for compensation or damages against the County, or any of its officers or agents. The employee shall not return to work on County premises until Contractor determines that the situation is resolved.

16. Governing Law; Jurisdiction; Venue

This Agreement is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. Any legal proceedings on this agreement shall be brought under the jurisdiction of the Superior Court of the County of Sacramento, State of California. Each party waives any Federal court removal and/or original jurisdiction rights it may have.

17. Notices

Any notice, request, demand, or other communication required or authorized under this Agreement shall be deemed to be properly given when:

- A. Delivered personally to the person below, as of the date of delivery; or
- B. Mailed to the physical address listed below by U.S. Mail or similar service, with postage prepaid and properly addressed, as of the date of postmark; or
- C. Emailed to the email address(es) below, as of the date a read receipt, an acknowledgement from the recipient, or other proof of delivery is received by the sender.

In the case of County, to:

Name, Title: Thien Ho, District Attorney
Address: 901 G St.
Sacramento, CA 95814
Telephone: 916-874-6218
Email: hot@sacda.org

In the case of Contractor, to:

Name, Title: Gregory DeAngelo, President
Address: 317 West Ventura Blvd. #1041
Camarillo, CA, 93010
Telephone: 213-320-7220
Email: info@sicuroanalytics.com

18. Conflicts of Interest

Contractor certifies that it has no current business or financial relationship with any County employee or official, or other County contract provider that could create a conflict with this Agreement and will not enter into any such business or financial relationships during the period of this Agreement. Contractor attests that its employees and the officers of its governing body shall avoid any actual or potential conflicts of interest, and that no officer or employee who exercises any functions or responsibilities in connection with this Agreement shall have any legally prohibited personal financial interest or benefit which either directly or indirectly arises out of this Agreement. Contractor shall establish safeguards to prohibit employees or officers from using their positions for a purpose which could result in legally prohibited private gain or gives the appearance of being motivated for legally prohibited private gain for themselves or others, particularly those with whom they have family, business, or other ties. Contractor certifies that no official or employee of the County, nor any business entity in which an official of the County has an interest, has been employed or retained to solicit or aid in the procuring of this Agreement. In addition, Contractor agrees that no such person will be employed in the performance of this Agreement without immediately notifying the County.

19. Licenses, Permits

Contractor represents and warrants to County that it has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for Contractor and/or its employees to practice its/their profession. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement,

any licenses, permits, and approvals which are legally required for County and/or its employees to practice its/their profession at the time the services are performed.

Any agreements to subcontract services under this Agreement will contain this provision.

20. Non-Exclusivity

Nothing herein creates any exclusive arrangement between the Parties. This Agreement does not restrict County from acquiring similar, equal, or like goods or services from other sources.

21. Counterparts; Electronic Signature

This Agreement may be executed in duplicate counterparts. Each counterpart shall be an original and both together shall constitute but one and the same document. This Agreement shall not be deemed executed unless and until at least one counterpart bears the signatures of all parties' designated signatories.

In addition, this Agreement and future documents relating to this Agreement may be digitally signed in accordance with California law. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement.

CONTRACTOR NAME ("CONTRACTOR")*

Signature

Gregory DeAngelo

Print Name

☐ Chair of the Board, ☒ President, or
☐ Vice President

Date: 06/22/2022

COUNTY OF SACRAMENTO ("COUNTY")

THIEN HO, DISTRICT ATTORNEY

Date: _____

EXHIBITS:

Exhibit A: Scope of Services

Exhibit B: Payment Terms

Exhibit C: IT Security Addendum

*If Contractor is a corporation, the Agreement must be signed by two corporate officers, one from each category above. (See California Corporations Code § 313.) One signature will suffice, if the corporation's board of directors has passed a resolution that gives one person authority to sign. In that case, a copy of the most recent resolution must be attached to this Agreement.

If Contractor is another type of business entity, such as a partnership or limited liability company, the Agreement must be signed by an officer possessing the legal authority to bind the entity. A copy of a resolution, partnership agreement, operating agreement, or other evidence of authority must be attached to this Agreement.

EXHIBIT A SCOPE OF WORK

The Consultant will perform the following work.

A statistical analysis of criminal charging and outcomes, as outlined in the Racial Justice Act, for the County in three (3) phases. The work associated with each phase is detailed below.

Phase 1 – Expected Completion: 3-6 months

Phase 1 of the Racial Justice Act analysis will involve the ingestion of data from the Client. The list of data elements and fields required to perform the analysis will be developed by the Consultant through meetings with the Client. Upon receiving the data housed in the Client's case management system, the Consultant will engage in several steps to ensure full comprehension of the data:

- 1) Convert database files (e.g., mdf, bak, etc.) into flat files (csv)
- 2) Reconstruct case management system with flat files
- 3) Reshape data at the case-defendant level
- 4) Conduct a data audit to identify data gaps

Upon completion of these steps, the Consultant will prepare a data audit report that will outline key missing components in the existing data files that have been provided. The Consultant will then work with the Client to identify additional, internal databases that could contain the missing data features as well as external locations where missing data are maintained (e.g., court databases). Finally, the Consultant will develop a plan for backfilling missing content and prepare a *Phase 1 Completion Report* that outlines the steps taken to construct an analytically usable database and what will be needed to backfill missing content to develop a comprehensive data set in Phase 2.

Upon completion of a signed contract, the Consultant will prepare a visit to the Client's office to meet with various members of the district attorney's office, including the database management team, clerical staff, chief ADAs, and any other pertinent staff.

After the transfer of data occurs, the Consultant will convert database files into flat files and reconstruct the case management system. The Consultant will identify errors and issues that arise in the process of merging and appending flat files to reconstruct the case management system. This process typically involves several virtual meetings with members of the database management team.

After reconstruction of the case management system, the Consultant will reshape the data at the case-defendant level. Again, this process typically involves several virtual meetings with members of the database management team.

A data audit and written report will then be completed and presented to the County.

Phase 2 – Expected Completion: 4-6 months

Based on the findings of the data audit, the Consultant will devise a plan for backfilling content that is either incorrectly included or altogether omitted in the case management system. This typically

involves working with the County to provide access to court records where content can be accessed, crawled, extracted, and then backfilled into the case management system that the Consultant has reconstructed.

Based on the format of the data accessed from the courts, the Consultant will construct a set of code to access and harvest the court content. Once the content has been saved locally, the Consultant will construct another set of code to extract pertinent information from the court records. These data will then be merged with the reconstructed case management system.

A report of the content that has been updated as a result of the court crawling and content extraction effort will then be produced. Additionally, the Consultant will provide the County with the updated content, which can be ingested and incorporated into the County's production case management system, should the County be interested in updating their records.

Phase 3 – Expected Completion: 6-10 months

Once the reconstructed case management system has been determined to be complete and restructured at the case-defendant level, the Consultant will begin the process of conducting the empirical analysis of the Racial Justice Act.

The first step in conducting the empirical analysis will involve conducting an average outcomes analysis. This analysis will identify different raced, but otherwise identical, defendants to determine whether disparities exist in charging practices (e.g., press any charge, charge a felony) and case outcomes (e.g., guilty outcome, sentence length). To conduct this analysis, the Consultant will identify as many observable features of a case as possible (e.g., requested charges from law enforcement agency, type of crime, division within the district attorney's office where the charges have been filed, census tract where the incident occurred, etc.), and control for criminal behavior and charging practices that have historically been associated with these geographic regions, types of crimes, law enforcement agency, etc. Upon completion of this analysis, a visual construction of any disparities will be produced for ease of readability. However, a full technical appendix and corresponding regression tables will also be produced, which are the support for any graphics that are produced.

In the second step of the empirical analysis, the Consultant will leverage as-if randomly assigned cases to deputy district attorneys to leverage randomness in case assignment and differences in prosecutor charging practices. By leveraging both the random assignment of cases to prosecutors and differences in prosecutor preferences for charging cases, the Consultant can identify the impact of harsher or more lenient charging practices on case outcomes. Importantly, with regards to the Racial Justice Act analysis, the Consultant can leverage randomly assigned cases to determine whether statistical differences in charging practices are observed for the marginal defendant, as opposed to the average defendant. Note that the marginal defendant is the defendant who had the lowest case strength but was still charged. In comparing the marginal defendant where charges were brought by a deputy district attorney across the set of cases that are randomly assigned, the Consultant can determine whether the evidentiary standard applied to defendants differs by race.

In the third step of the empirical analysis, the Consultant will conduct an outlier analysis at both the case and deputy district attorney level. The outlier analysis will generate a "norm" for the district attorney's office with regards to charging and sentencing practices, accounting for the differences that arise due to crime type, requested charges, defendant age, criminal history, etc. The Consultant will then identify instances where specific cases deviate from the office-wide norm

at such a level that they are both statistically significantly and materially different from the norm of the office. A similar analysis will be conducted at the deputy district attorney level, where the prosecuting behavior of each deputy district attorney will be compared to the norm of the entire office. Note that this analysis will be conducted for a deputy district attorney's charging behavior within each type of crime, or top charge. Thus, the Consultant will produce instances where specific cases or specific deputy district attorney charging practices within a type of crime significantly and materially differ from the norm within the office.

At the completion of each of the three components of the empirical analysis, the Consultant will present the results to the County to obtain feedback and then implement this feedback into the analysis to ensure that the report accurately reflects practices within the office and ensures fairness in the representation of the findings. Once a final set of results have been agreed upon between the Consultant and the County, a report of the findings will be produced. The report will contain two sections. The first will be intended for a general audience, using language that is understandable by non-technical readers. The second section will contain all of the technical assumptions and details utilized in supporting the figures and tables that are presented in both the first and second sections of the report.

At the completion of the Racial Justice Act analysis, a 90-120 second video storyboard will be produced. The storyboard will be a complementary feature to the reports that explain the results of the Racial Justice Act analysis. The intent of the storyboard is to produce a simple, video explanation of the results of the analysis that can be understood by non-technical viewers. The video will be hosted and exclusively owned by the Sacramento District Attorney's Office.

In addition to the data elements that have been cleaned and backfilled for the Racial Justice Analysis, the remaining data elements that are required to fulfill AB 2418 and other data elements that the district attorney's office deems critical to maintain in their case management system will also be collected. Examples of these data elements could include the custodial status of the defendant at initial appearance, whether the defendant was remanded, the size of the bail, date of release from jail, the size of the plea offer, whether the defendant was offered diversion, whether the defendant accepted diversion, etc.

Upon completion of the data cleaning and backfilling process, a publicly available interactive map of Sacramento County will be produced. The map will include numerous "layers" that are broken apart by geographic units (e.g., census tracts), which contain information about each geographic unit. The anticipated layers - which can be aggregated to the monthly, semi-annual, or annual level - will include total cases, total cases by crime type, percent of citizens by race, percent of defendants by race, percent of victims by race, average income levels, average education levels, etc. The specific layers will be finalized after a presentation of the map is given to the district attorney's office.

Two dashboards will be produced that utilize the cleaned and backfilled analytical data set. The first dashboard will be intended exclusively for internal (i.e., employees of the district attorney's office, and possibly only management) use. The data set will produce basic descriptive information (e.g., total number of cases handled by division) as well as more complicated analytics (e.g., charging rate of similarly situated defendants) that will continuously update depending on the district attorney's preferences. The second dashboard will be intended for public consumption and can include aggregated counts of cases that are referred to the district attorney's office, files charged broken apart by crime types, disposition of cases, etc.

EXHIBIT B
PAYMENT TERMS

The Consultant will provide monthly invoices that detail the number of hours worked, detail the nature of the work, the hourly rate (\$300), and the total amount invoiced for that month. The monthly invoice will include a unique invoice number, contact information for the Consultant, as well as the payee's name. The invoice will also clearly note that payment is requested within 30 days of receiving the invoice.

EXHIBIT C INFORMATION TECHNOLOGY SECURITY ADDENDUM

1. Notification of Data Security Incident

For purposes of this section, "Data Security Incident" is defined as unauthorized access to the Contractor's business and/or business systems by a third party, which access could potentially expose County data or systems to unauthorized access, disclosure, or misuse. In the event of a Data Security Incident, Contractor must notify County in writing within 48 hours. Notice should be made to ITSEC@Sacramento.ca.gov and to all parties referenced in the "Notices" section of the Agreement. Notice must reference this contract number. Notice under this section must include the date of incident and Contractor's systems and/or locations which were affected. The duty to notify under this section is broad, requiring disclosure whether or not any impact to County data is known at the time, to enable County to take immediate protective actions of its data and cloud environments.

Failure to notify under this section is a material breach, and County may immediately terminate the Agreement for failure to comply.

2. Data Location

2.1 Contractor shall not store or transfer non-public County of Sacramento data outside the United States. This prohibition includes backup data and Disaster Recovery locations. The Contractor will permit its personnel and contractors to access County of Sacramento data remotely only as required to provide technical support. Remote access to data from outside the continental United States is prohibited unless expressly approved in advance and in writing by the County.

2.2 The Contractor must notify the County **in writing within 48 hours** of any location changes to Contractor's data center(s) that will process or store County data. Notice should be made to ITSEC@Sacramento.ca.gov and must reference this contract number.

3. Data Encryption

3.1 The Contractor shall encrypt all non-public County **data in transit** regardless of the transit mechanism.

3.2 The Contractor shall encrypt all non-public County **data at rest**.

3.3 The Contractor's encryption shall be consistent with validated cryptography standards as specified in National Institute of Standards and Technology Security Requirements.

4. Subcontractor Disclosure

To the extent subcontracting or assignment is permitted under this Agreement, the Contractor is responsible for the actions of their subcontractors, vendors, and suppliers. Contractor shall take necessary steps to ensure that the provisions of this contract are enforceable on all subcontractors, vendors, and suppliers acting on behalf of or through Contractor.

5. Business Continuity

Contractor shall provide and maintain a business continuity and disaster recovery plan that achieves the County's Recovery Time Objective (RTO) and Recovery Point Objective (RPO), as set forth in the Scope of Work and/or Service Level Agreement, and specifically incorporated herein.

From: Johnson. Joanie (DA)
Sent: Monday, February 6, 2023 8:32 AM
To: Greg DeAngelo
Subject: RE: Payee Data Form - Sicuro Data Analytics

Good morning Greg,

Thank you for sending this over.

Sincerely,
Joanie



Joanie Johnson | Administrative Services Officer III
Sacramento County District Attorney's Office
901 G Street | Sacramento, CA 95814
916.875.1075 | JohnsonJ@sacda.org
- *Semper Justitia*

From: Greg DeAngelo <gregory.deangelo@gmail.com>
Sent: Friday, February 3, 2023 8:51 PM
To: Johnson. Joanie (DA) <johnsonj@sacda.org>
Cc: Triplett. Scott (DA) <TriplettS@sacda.org>
Subject: Re: Payee Data Form - Sicuro Data Analytics

Hi Joanie,

Thanks for your email. I've laid out the typical pricing that we've been utilizing for different services below. As we discussed, many of these services are often combined, so it's not our typical practice to break the costs apart. Nevertheless, here's some information.

- Data ingestion, data audit, data backfilling and updating, development of full criminal histories, systematic RJA analysis of charging decisions (phase 1) and sentencing outcomes (phase 2) - \$400,000*
- Individual-level prosecutor RJA analysis - \$40,000
- Storyboard associated with any desired reports - \$20,000 per storyboard (this is the cost charged to Sicuro, which we can subcontract or put you in direct contact with the company)
- Publicly available interactive crime, defendant, victim maps with layers for race of population, income of population, etc. at census tract or block group levels - \$30,000
- Crime trajectory analyses, which includes the development of individual typologies and associated risk factors - \$25,000
- Preparation of AB 2418 data elements (that are outside the scope of the RJA analysis) - \$50,000*
- Internal or external dashboards that automate reporting and technical analytics - \$30,000 - \$50,000 depending on desired elements

- Automation of reporting - discuss ongoing pricing
- Handling of CPRA requests - discuss ongoing pricing

*Note that these are the standard prices that we have been charging agencies when we have not previously seen their data. Agencies often use a "not to exceed" language in the contract to ensure that both parties are comfortable with the terms.

I'm certain that there are other items that we discussed during our meeting that I might have missed. So, please let me know about these items and I'll get back to you ASAP. Lastly, I'm not sure if you'd be interested in performing analytics to evaluate policy or practices. Some counties are specifically interested in examining the effect of various policies and programs. Examples include:

- Effect of prop 47 on homeless offenses
- Effect of prosecutorial leniency on future victimization
- Effect of race-blind charging on charging and outcome behavior
- Disentangling the effect of race from socioeconomic status in criminal outcomes
- Identification of efficiencies by prosecutor or division

I hope that this helps.

Best,
Greg

On Thu, Feb 2, 2023 at 2:25 PM Johnson, Joanie (DA) <johnsonj@sacda.org> wrote:

Good afternoon Mr. DeAngelo,

I was catching up on emails before I realize that we have a call on Monday to discuss the scope of work. In preparation for that meeting, would it be possible for us to get a few more examples of the scope of work SDA provided to other counties and the costs associated with those services?

Thank you,

Joanie



Joanie Johnson | |Administrative Services Officer III

Sacramento County District Attorney's Office

901 G Street | Sacramento, CA 95814

916.875.1075 | JohnsonJ@sacda.org

- Semper Justitia

From: Greg DeAngelo <gregory.deangelo@gmail.com>
Sent: Wednesday, February 1, 2023 5:43 PM
To: Johnson. Joanie (DA) <johnsonj@sacda.org>
Subject: Re: Payee Data Form - Sicuro Data Analytics

Hi Joanie,

Please find the completed and signed form attached.

Best,

Greg

On Wed, Feb 1, 2023 at 10:24 AM Johnson. Joanie (DA) <johnsonj@sacda.org> wrote:

Good morning Mr. DeAngelo,

We are working on getting you set up as a vendor in Sacramento County. To do that, we need the attached form completed and sent back to us. Please let me know if you have any questions or concerns.

Sincerely,

Joanie Johnson



Joanie Johnson | Administrative Services Officer III

Sacramento County District Attorney's Office

901 G Street | Sacramento, CA 95814

916.875.1075 | JohnsonJ@sacda.org

- Semper Justitia

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Joanie Johnson | Administrative Services Officer III

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From: Google Calendar <calendar-notification@google.com> on behalf of gregory.deangelo@gmail.com
Sent: Friday, February 3, 2023 3:41 PM
To: Rosado, Noemi (DA)
Subject: Accepted: Contract Discussion with Greg DeAngelo @ Mon Feb 6, 2023 9am - 10am (PST) (Rosado, Noemi (DA))
Attachments: invite.ics

gregory.deangelo@gmail.com has accepted this invitation.

Thien Ho is inviting you to a scheduled Zoom meeting.

Topic: Contracts with Greg DeAngelo

Time: Feb 6, 2023 09:00 AM Pacific Time (US and Canada)

Join Zoom Meeting

<https://us06web.zoom.us/j/85962709559?pwd=cHBwTVNKY29ucWN1MTcxZVc5bGlyQT09>

Meeting ID: 859 6270 9559

Passcode: 125988

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+1 386 347 5053 US

+1 507 473 4847 US

+1 564 217 2000 US

+1 646 931 3860 US

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Meeting ID: 859 6270 9559

Passcode: 125988

Find your local number: <https://us06web.zoom.us/j/kdbnp69MSz>

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When

Monday Feb 6, 2023 · 9am – 10am (Pacific Time - Los Angeles)

Location

Zoom

[View map](#)

Organizer

Rosado, Noemi (DA)

rosadon@sacda.org

Guests

gregory.deangelo@gmail.com - creator

Ho, Thien (DA)

Blazina, Michael (DA)

Johnson, Joanie (DA)

Triplett, Scott (DA)

[View all guest info](#)

Invitation from [Google Calendar](#)

You are receiving this email because you are an attendee on the event. To stop receiving future updates for this event, [decline this event](#).

Forwarding this invitation could allow any recipient to send a response to the organizer, be added to the guest list, invite others regardless of their own invitation status, or modify your RSVP. [Learn more](#).

Contract Discussion with Greg DeAngelo



Rosado, Noemi (DA)

Required ● Ho, Thien (DA); ● Triplett, Scott (DA); ● Blazina, Michael (DA); ● Johnson, Joanie (DA); ● Greg DeAngelo



✓ Accept ▾

? Tentative ▾

✗ Decline ▾

🕒 Propose New Time ▾



Fri 2/3/2023 10:09 AM

ⓘ We couldn't find this meeting in the calendar. It may have been moved or deleted.

🕒 Monday, February 6, 2023 9:00 AM - 10:00 AM, ~~(Monday, February 6, 2023 9:00 AM to Tuesday, February 7, 2023 10:00 AM)~~ 📍 Zoom

9 AM

10 AM

Thien Ho is inviting you to a scheduled Zoom meeting.

Topic: Contracts with Greg DeAngelo

Time: Feb 6, 2023 09:00 AM Pacific Time (US and Canada)

Join Zoom Meeting

<https://us06web.zoom.us/j/85962709559?pwd=chBwTVNKY29uZWNIaMTc0ZVc5bGlvQT09>

Meeting ID: 859 6270 9559

Passcode: 125988

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+1 507 473 4847 US

+1 564 217 2000 US

+1 646 931 3860 US

+1 689 278 1000 US

Meeting ID: 859 6270 9559

Passcode: 125988

Find your local number: <https://us06web.zoom.us/j/kdlnb69MSz>

From: Google Calendar <calendar-notification@google.com> on behalf of gregory.deangelo@gmail.com
Sent: Friday, February 3, 2023 8:21 AM
To: Rosado, Noemi (DA)
Subject: Accepted: Contract Discussion with Greg DeAngelo @ Mon Feb 6 9am - Tue Feb 7, 2023 10am (PST) (Rosado, Noemi (DA))
Attachments: invite.ics

gregory.deangelo@gmail.com has accepted this invitation.

Thien Ho is inviting you to a scheduled Zoom meeting.

Topic: Contracts with Greg DeAngelo

Time: Feb 6, 2023 09:00 AM Pacific Time (US and Canada)

Join Zoom Meeting

<https://us06web.zoom.us/j/85962709559?pwd=cHBwTVNKY29ucWN1MTcxZVc5bGlyQT09>

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Meeting ID: 859 6270 9559

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When

Monday Feb 6 · 9am – Tuesday Feb 7, 2023 · 10am (Pacific Time - Los Angeles)

Location

Zoom

[View map](#)

Organizer

Rosado, Noemi (DA)

rosadon@sacda.org

Guests

gregory.deangelo@gmail.com - creator

Ho, Thien (DA)

Blazina, Michael (DA)

Johnson, Joanie (DA)

Triplett, Scott (DA)

[View all guest info](#)

Invitation from [Google Calendar](#)

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Forwarding this invitation could allow any recipient to send a response to the organizer, be added to the guest list, invite others regardless of their own invitation status, or modify your RSVP. [Learn more](#)

Contract Discussion with Greg DeAngelo



Rosado. Noemi (DA)

Required ● Ho. Thien (DA); ● Triplett. Scott (DA); ● Blazina. Michael (DA); ● Johnson. Joanie (DA); ● Greg DeAngelo



✓ Accept ▾

? Tentative ▾

✗ Decline ▾

🕒 Propose New Time ▾



Fri 2/3/2023 7:55 AM

Follow up. Completed on Tuesday, November 28, 2023.
We couldn't find this meeting in the calendar. It may have been moved or deleted.

🕒 Monday, February 6, 2023 9:00 AM to Tuesday, February 7, 2023 10:00 AM 📍 Zoom

9 AM	
10 AM	

Thien Ho is inviting you to a scheduled Zoom meeting.

Topic: Contracts with Greg DeAngelo

Time: Feb 6, 2023 09:00 AM Pacific Time (US and Canada)

Join Zoom Meeting

<https://us06web.zoom.us/j/85962709559?pwd=cHBwTVNkY29ucWNHMTcxZWVSc0pGVTQ9>

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Meeting ID: 859 6270 9559

Passcode: 125988

Find your local number: <https://us06web.zoom.us/j/85962709559>

Subject: Contract Discussion with Greg DeAngelo
Location: Zoom

Start: Mon 2/6/2023 9:00 AM
End: Mon 2/6/2023 10:00 AM

Recurrence: (none)

Meeting Status: Accepted

Organizer: Rosado. Noemi (DA)
Required Attendees: Ho. Thien (DA); Triplett. Scott (DA); Blazina. Michael (DA); Johnson. Joanie (DA); Greg DeAngelo

Thien Ho is inviting you to a scheduled Zoom meeting.

Topic: Contracts with Greg DeAngelo
Time: Feb 6, 2023 09:00 AM Pacific Time (US and Canada)

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Meeting ID: 859 6270 9559

Passcode: 125988

Find your local number: <https://us06web.zoom.us/j/kdbnp69MSz>

Subject: Contract Discussion with Greg DeAngelo
Location: Zoom

Start: Mon 2/6/2023 9:00 AM
End: Mon 2/6/2023 10:00 AM
Show Time As: Tentative

Recurrence: (none)

Meeting Status: Not yet responded

Organizer: Rosado. Noemi (DA)
Required Attendees: Ho. Thien (DA); Triplett. Scott (DA); Blazina. Michael (DA); Johnson. Joanie (DA); Greg DeAngelo

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Topic: Contracts with Greg DeAngelo
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End: Mon 2/6/2023 10:00 AM

Recurrence: (none)

Meeting Status: Accepted

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Subject: Contract Discussion with Greg DeAngelo
Location: Zoom

Start: Mon 2/6/2023 9:00 AM
End: Mon 2/6/2023 10:00 AM

Recurrence: (none)

Meeting Status: Meeting organizer

Organizer: Rosado. Noemi (DA)
Required Attendees: Ho. Thien (DA); Triplett. Scott (DA); Blazina. Michael (DA); Johnson. Joanie (DA); Greg DeAngelo

Thien Ho is inviting you to a scheduled Zoom meeting.

Topic: Contracts with Greg DeAngelo
Time: Feb 6, 2023 09:00 AM Pacific Time (US and Canada)

Join Zoom Meeting
<https://us06web.zoom.us/j/85962709559?pwd=cHBwTVNKY29ucWN1MTcxZVc5bGlyQT09>

Meeting ID: 859 6270 9559
Passcode: 125988
One tap mobile
+16699006833,,85962709559#,,,,*125988# US (San Jose)
+16694449171,,85962709559#,,,,*125988# US

Dial by your location

- +1 669 900 6833 US (San Jose)
- +1 669 444 9171 US
- +1 253 215 8782 US (Tacoma)
- +1 346 248 7799 US (Houston)
- +1 719 359 4580 US
- +1 253 205 0468 US
- +1 929 205 6099 US (New York)
- +1 301 715 8592 US (Washington DC)
- +1 305 224 1968 US
- +1 309 205 3325 US
- +1 312 626 6799 US (Chicago)
- +1 360 209 5623 US
- +1 386 347 5053 US
- +1 507 473 4847 US
- +1 564 217 2000 US
- +1 646 931 3860 US
- +1 689 278 1000 US

Meeting ID: 859 6270 9559
Passcode: 125988
Find your local number: <https://us06web.zoom.us/j/kdbnp69MSz>

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Sent: Friday, February 3, 2023 7:45 AM
To: Rosado. Noemi (DA)
Subject: Re: Example contracts and other documents

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From: Johnson. Joanie (DA)
Sent: Thursday, February 2, 2023 2:26 PM
To: Greg DeAngelo
Cc: Triplett. Scott (DA)
Subject: RE: Payee Data Form - Sicuro Data Analytics

Good afternoon Mr. DeAngelo,

I was catching up on emails before I realize that we have a call on Monday to discuss the scope of work. In preparation for that meeting, would it be possible for us to get a few more examples of the scope of work SDA provided to other counties and the costs associated with those services?

Thank you,
Joanie



Joanie Johnson | Administrative Services Officer III
Sacramento County District Attorney's Office
901 G Street | Sacramento, CA 95814
916.875.1075 | JohnsonJ@sacda.org
- *Semper Justitia*

From: Greg DeAngelo <gregory.deangelo@gmail.com>
Sent: Wednesday, February 1, 2023 5:43 PM
To: Johnson. Joanie (DA) <johnsonj@sacda.org>
Subject: Re: Payee Data Form - Sicuro Data Analytics

Hi Joanie,

Please find the completed and signed form attached.

Best,
Greg

On Wed, Feb 1, 2023 at 10:24 AM Johnson. Joanie (DA) <johnsonj@sacda.org> wrote:

Good morning Mr. DeAngelo,

We are working on getting you set up as a vendor in Sacramento County. To do that, we need the attached form completed and sent back to us. Please let me know if you have any questions or concerns.

Sincerely,

Joanie Johnson



Joanie Johnson | Administrative Services Officer III

Sacramento County District Attorney's Office

901 G Street | Sacramento, CA 95814

916.875.1075 | JohnsonJ@sacda.org

- Semper Justitia

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From: Johnson. Joanie (DA)
Sent: Thursday, February 2, 2023 2:10 PM
To: Greg DeAngelo
Subject: RE: Payee Data Form - Sicuro Data Analytics

Good afternoon Mr. DeAngelo,

Would you have a few minutes to discuss the scope of work and how we can possibly get some more information regarding costs? I think a discussion would alleviate some back and forth on emails.

Please feel free to reach out to me via the phone number in my signature below.

Respectfully,
Joanie



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From: Ho. Thien (DA)
Sent: Thursday, February 2, 2023 12:37 PM
To: Greg DeAngelo
Cc: Rosado. Noemi (DA)
Subject: RE: Example contracts and other documents

Hi Greg,

My Executive Secretary, Noemi Rosado, will reach out to you to set up a call to talk about the proposal. On that call with be my Chief Deputy (Scott Triplett), the Assistant Chief (Mike Blazina) and Joanie.

Thank you,

Thien

-----Original Message-----

From: Greg DeAngelo <gregory.deangelo@gmail.com>
Sent: Tuesday, January 31, 2023 9:31 PM
To: Ho. Thien (DA) <HoT@sacda.org>
Cc: Rosado. Noemi (DA) <RosadoN@sacda.org>
Subject: Re: Example contracts and other documents

Thanks, Thien. This sounds great.

Joanie has already reached out, but I think it's useful to have the full team on the call.

Best,
Greg

> On Jan 31, 2023, at 8:42 PM, Ho. Thien (DA) <HoT@sacda.org> wrote:

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From: Johnson. Joanie (DA)
Sent: Thursday, February 2, 2023 8:40 AM
To: Greg DeAngelo
Subject: RE: Payee Data Form - Sicuro Data Analytics

Thank you. Have a wonderful day.



Joanie Johnson | | Administrative Services Officer III
Sacramento County District Attorney's Office
901 G Street | Sacramento, CA 95814
916.875.1075 | JohnsonJ@sacda.org
- *Semper Justitia*

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County of Sacramento PAYEE DATA RECORD

(Required in lieu of IRS W-9 when doing business with the County of Sacramento)

PAYEE DATA RECORD	INSTRUCTIONS: Complete all information requested on this form. Sign, date, and return to the Department requesting this information. Prompt return of this fully completed form will prevent delays when processing payments. Information provided in this form will be used by the Department of Finance to prepare Information Returns (Form 1099), determine California non-resident withholding and fulfill reporting obligations under the California Independent Contractor Reporting Law. Payment will be subject to a combined federal and state income tax backup withholding of 35%, without a valid FEIN/SSN. See next page for more information and Privacy Statement.	
TYPE	Check the boxes that apply to Sacramento County's payments to you <input type="checkbox"/> Goods <input checked="" type="checkbox"/> Services <input type="checkbox"/> Medical Services <input type="checkbox"/> Legal Services <input type="checkbox"/> Rents/Lease <input type="checkbox"/> Other _____	
PAYEE INFORMATION	NAME (as shown on your income tax return) Gregory DeAngelo	
	TRADE NAME OR DBA (if different from line 1) Sicuro Data Analytics	
	MAILING ADDRESS (Number and Street or P.O. Box Number) _____ (City, State and Zip Code) _____	
	PAYMENT REMITTANCE ADDRESS (Number and Street or P.O. Box Number, City, State and Zip Code) _____ _____	
	ePAYABLE CONTACT INFORMATION (Name, Phone Number and Email Address) _____ _____	
FEDERAL TAX CLASSIFICATIONS & EXEMPTIONS	Check appropriate federal tax classification <input type="checkbox"/> INDIVIDUAL OR SOLE PROPRIETOR (SSN) <input type="checkbox"/> PARTNERSHIP (FEIN) <input type="checkbox"/> ESTATE OR TRUST (FEIN) <small>SSN is mandatory of all Individuals/Sole Proprietors by authority of CA Revenue and Taxation Code Section 18645 and CA Independent Contractor Reporting Section 1088.8</small>	
	CORPORATION (FEIN): (MARK ONLY ONE TYPE): <input type="checkbox"/> C CORPORATION (FEIN) <input type="checkbox"/> S CORPORATION (FEIN)	
	LIMITED LIABILITY COMPANIES (LLC): <input checked="" type="checkbox"/> LIMITED LIABILITY COMPANY. ENTER THE TAX CLASSIFICATION (C=Corporation S=S Corporation P=Partnership) <u>S</u>	
	<input type="checkbox"/> GOVERNMENT ENTITIES - Federal, State, and Local (Including School Districts)	
	<input type="checkbox"/> EXEMPT (nonprofit) payee code if any _____ Exemption from FATCA reporting (see instructions on next page)	
TAX ID NUMBER	Enter your TIN in the appropriate box. If you are an individual or sole proprietor you must enter your SSN. Single member LLCs (disregarded entities must enter the TIN of the owner identified on the Name line).	
	SOCIAL SECURITY NUMBER ____ - ____ - _____	EMPLOYER IDENTIFICATION NUMBER ____ - _____
RESIDENCY STATUS	<input checked="" type="checkbox"/> California Resident - Qualified with Secretary of State to do business in California or maintains a permanent place of business in California. (See Nonresident Withholding on next page)	
	<input type="checkbox"/> California Nonresident - Subject to State income tax withholding. (see Nonresident Withholding on next page)	
	<input type="checkbox"/> California Nonresident Exemption - To qualify for exemption, check one of the follow ing: <input type="checkbox"/> No services provided in California. <input type="checkbox"/> A completed Franchise Tax Board Form 590. - (must be attached) <input type="checkbox"/> A waiver of State withholding from Franchise Tax Board. - (must be attached)	
	CALIFORNIA SALES TAX PERMIT NUMBER (required only for California nonresident vendors that charge California sales tax)	____ - ____ - _____
CERTIFYING SIGNATURE	Under penalty of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number, and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest of dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 3. I am a United States person (including a United States resident alien), and 4. The FATCA codes(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. 5. If facts change upon which this form are based, I will promptly notify the County of Sacramento.	
	AUTHORIZED PAYEE REPRESENTATIVE'S NAME & TITLE (Type or Print) Gregory DeAngelo, President	
	E-MAIL ADDRESS gregory.deangelo@gmail.com	
	SIGNATURE OF U.S. PERSON 	DATE 02/01/2023

(REV Apr 2017)

County of Sacramento

County of Sacramento
Payee Data Record
(REV Apr 2017)

PURPOSE OF FORM

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you for real estate transaction.

ARE YOU A RESIDENT OR A NONRESIDENT?

Each corporation, individual/sole proprietor, partnership, estate or trust doing business with the County of Sacramento must indicate their residency status along with their taxpayer identification number.

A nonresident payee can use Franchise Tax Board Form 587 to allocate California source payments and determine if withholding is required. This form must be certified and is valid for the duration of the contract provided there is no material change in the facts. By signing Form 587, the payee agrees to promptly notify the withholding agent of any changes in facts.

If appropriate, attach a completed Franchise Tax Board Form 587 to this form.

A **corporation** will be considered a "resident" if it has a permanent place of business in California. The corporation has a permanent place of business in California if it is organized and existing under the laws of this state or, if a foreign corporation has qualified to transact intrastate business. A corporation that has not qualified to transact intrastate business (e.g., a corporation engaged exclusively in interstate commerce) will be considered as having a permanent place of business in this state only if it maintains a permanent office in this state that is permanently staffed by its employees.

For **individual/sole proprietorship**, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose or any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose which will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.

For withholding purposes, a **partnership** is considered a resident partnership if it has a permanent place of business in California. An estate is considered a California estate, if the decedent was a California resident at the time of death and a trust is considered a California trust if at least one trustee is a California resident.

More information on residency status can be obtained by calling the Franchise Tax Board at the numbers listed below:

From within the United States, call.....1-800-852-5711
From outside the United States, call.....1-916-845-6500
For hearing impaired with TDD, call.....1-800-822-6268

EXEMPTIONS

If you are exempt from backup withholding and/or FATCA reporting, enter in the Exemption box, any code(s) that may apply to you. See Exempt payee code and Exemption from FATCA reporting code on page 3 of IRS Form W-9 (Rev. 8-2013) for the codes.

ARE YOU SUBJECT TO NONRESIDENT WITHHOLDING?

Payments made to nonresident payees, including corporations, individuals, partnerships, estates, and trusts, are subject to withholding. Nonresident payees performing services in California or receiving rent, lease or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for state income taxes. However, no withholding is required if total payments to the payee are \$1500 or less for the calendar year.

A nonresident payee may request that income taxes be withheld at a lower rate or waived by sending a completed form FRB 588 to the address below. A waiver will generally be granted when a payee has a history of filing California returns and making timely estimated payments. If the payee activity is carried on outside of California or partially outside of California, a waiver or reduced withholding rate may be granted. For more information, contact:

State of California
Franchise Tax Board
Nonresident Withholding Section
Attention: State Agency Withholding Coordinator
P.O. Box 651 Sacramento, CA 95812-0651
Telephone: (916) 845-4900
FAX: (916) 845-4831

WEB SITE: www.ftb.ca.gov

If a reduced rate of withholding or waiver has been authorized by the Franchise Tax board, attach a copy to this form.

ePAYABLE CONTRACT INFORMATION

The County offers electronic payments through ePayables. The benefits to your company include: saving time and money-reduces labor, hassle, expenses and risk associated with checks; enhancing cash flow-expedites the receipt of payments by eliminating mail and paper check float; requires no change to invoice procedures; and electronic payments are more secure and conserves the environment by eliminating printing and mailing paper checks. When you enroll in this payment option, we need a contact name, phone number and email address. It is best to provide a group email address, in case there is a change in your staff. This payment process allows electronic remittance advice to be sent to your group email address detailing invoices that are approved for payment along with dollar amount. If you are interested in participating in this program, please email to ePayables@saccounty.net and include: company name, contact person, email address and phone number.

PRIVACY STATEMENT

Section 7(b) of the Privacy Act of 1974 (Public Law 93-5791) requires that any federal, state, or local governmental agency which requests an individual to disclose his social security account number shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it.

The County of Sacramento requires that all parties entering into business transactions that may lead to payment(s) from the County must provide their valid Taxpayer Identification Number (TIN) as required by the State Revenue and Taxation Code, Section 18646 to facilitate tax compliance enforcement activities and to facilitate the preparation of Form 1099 and other information returns as required by the Internal Revenue Code, Section 6109(a). The TIN for an individual and a sole proprietorship is the Social Security Number (SSN). The Internal Revenue Service (IRS) considers a TIN as incorrect if either the name or the number shown on an account does not match a name and number combination in their files or the files of the Social Security Administration (SSA). Section 3406 of the Internal Revenue Code requires that we withhold 28% in tax, called backup withholding, if the correct Payee name/TIN combination is not provided.

It is mandatory to furnish the information required. Federal law requires that payments for which the requested information is not provided be subject to a 28% withholding and state law imposes noncompliance penalties of up to \$20,000.

700 H Street, Room 3650 • Sacramento, CA 95814 • Phone (916) 874-7411 • Fax (916) 874-6182 • email: W9@saccounty.net

From: Johnson, Joanie (DA)
Sent: Wednesday, February 1, 2023 10:25 AM
To: Greg DeAngelo
Subject: Payee Data Form - Sicuro Data Analytics
Attachments: PDR2017.pdf

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County of Sacramento

County of Sacramento
Payee Data Record
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ePAYABLE CONTRACT INFORMATION

The County offers electronic payments through ePayables. The benefits to your company include: saving time and money-reduces labor, hassle, expenses and risk associated with checks; enhancing cash flow-expedites the receipt of payments by eliminating mail and paper check float; requires no change to invoice procedures; and electronic payments are more secure and conserves the environment by eliminating printing and mailing paper checks. When you enroll in this payment option, we need a contact name, phone number and email address. It is best to provide a group email address, in case there is a change in your staff. This payment process allows electronic remittance advice to be sent to your group email address detailing invoices that are approved for payment along with dollar amount. If you are interested in participating in this program, please email to ePayables@saccounty.net and include: company name, contact person, email address and phone number.

PRIVACY STATEMENT

Section 7(b) of the Privacy Act of 1974 (Public Law 93-5791) requires that any federal, state, or local governmental agency which requests an individual to disclose his social security account number shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it.

The County of Sacramento requires that all parties entering into business transactions that may lead to payment(s) from the County must provide their valid Taxpayer Identification Number (TIN) as required by the State Revenue and Taxation Code, Section 18646 to facilitate tax compliance enforcement activities and to facilitate the preparation of Form 1099 and other information returns as required by the Internal Revenue Code, Section 6109(a). The TIN for an individual and a sole proprietorship is the Social Security Number (SSN). The Internal Revenue Service (IRS) considers a TIN as incorrect if either the name or the number shown on an account does not match a name and number combination in their files or the files of the Social Security Administration (SSA). Section 3406 of the Internal Revenue Code requires that we withhold 28% in tax, called backup withholding, if the correct Payee name/TIN combination is not provided.

It is mandatory to furnish the information required. Federal law requires that payments for which the requested information is not provided be subject to a 28% withholding and state law imposes noncompliance penalties of up to \$20,000.

700 H Street, Room 3650 • Sacramento, CA 95814 • Phone (916) 874-7411 • Fax (916) 874-6182 • email: W9@saccounty.net

From: Greg DeAngelo <gregory.deangelo@gmail.com>
Sent: Tuesday, January 31, 2023 9:31 PM
To: Ho. Thien (DA)
Cc: Rosado. Noemi (DA)
Subject: Re: Example contracts and other documents

Thanks, Thien. This sounds great.

Joanie has already reached out, but I think it's useful to have the full team on the call.

Best,
Greg

> On Jan 31, 2023, at 8:42 PM, Ho. Thien (DA) <HoT@sacda.org> wrote:

>

> Great! I've cc'd my Executive Secretary on this to set up a call. I'll have our new Chief Deputy, Scott Triplett, on this call along with Assistant DA Mike Blazina, and Joanie Friedenbloom who works with our data.

>

> Thanks.

>

> Sent from my iPhone

>

>> On Jan 31, 2023, at 9:01 AM, Greg DeAngelo <gregory.deangelo@gmail.com> wrote:

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>> useful to set up a time to talk. We shouldn't need more than 30
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>> included in the proposal so that I can be as accurate as possible in
>> generating the proposal, costs, etc.

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>>>

>>> Thien

>>>

>>> Sent from my iPhone

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>>>> Once again, thank you for allowing me to meet with your group
>>>> today. I really enjoyed the chance to meet everyone.
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>>>> I'm attaching a few documents. First, I'm including three
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>>>>
>>>>
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From: Ho. Thien (DA)
Sent: Tuesday, January 31, 2023 8:43 PM
To: Greg DeAngelo;Rosado. Noemi (DA)
Subject: Re: Example contracts and other documents

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From: Greg DeAngelo <gregory.deangelo@gmail.com>
Sent: Tuesday, January 31, 2023 3:20 PM
To: Johnson, Joanie (DA)
Subject: Re: Obtaining Sicuro Quote for Services

Hi Joanie,

Many thanks for your email. I'm excited to work with all of you. As for getting to a quote, this is a function of what services you're wanting Sicuro to provide.

As for the offices we are under contract with, these include:

Riverside
Stanislaus
Placer
San Bernardino
Yolo
Santa Barbara

We are in the finalizing stages of contracts (meaning we will be starting work on March 1) with:

Madera
San Diego
Tulare
San Mateo

If it's easiest, I'm happy to jump on a call to discuss further.

All the best,
Greg

On Jan 31, 2023, at 11:49 AM, Johnson, Joanie (DA) <johnsonj@sacda.org> wrote:

Good afternoon Mr. DeAngelo,

Thank you for coming to our office and presenting on the services your company provides. I am fascinated by what you do.

I have been tasked with finding out the steps in obtaining a quote for our department to utilize your services. We are working on all the steps for presenting this to our board of supervisors and with that, we will need to know the costs associated. Also, you mentioned that you are contracted with other DA offices; can you please provide me with a list of those offices?

Respectfully,

Joanie Johnson

<image001.png> **Joanie Johnson** | Administrative Services Officer III

Sacramento County District Attorney's Office

901 G Street | Sacramento, CA 95814

916.875.1075 | JohnsonJ@sacda.org

- Semper Justitia

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From: Johnson, Joanie (DA)
Sent: Tuesday, January 31, 2023 11:50 AM
To: gregory.deangelo@gmail.com
Subject: Obtaining Sicuro Quote for Services

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Joanie Johnson



Joanie Johnson | Administrative Services Officer III
Sacramento County District Attorney's Office
901 G Street | Sacramento, CA 95814
916.875.1075 | JohnsonJ@sacda.org
- *Semper Justitia*

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Sent: Tuesday, January 31, 2023 9:00 AM
To: Ho. Thien (DA)
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> Contract.pdf>

From: Greg DeAngelo <gregory.deangelo@gmail.com>
Sent: Monday, January 30, 2023 7:57 PM
To: Ho. Thien (DA)
Subject: Example contracts and other documents
Attachments: Sicuro Contract FINAL - signed.docx; Sicuro Sole Source Riverside County.pdf; Final Document for Board Approval - signed.pdf; Sicuro Data Analytics Fully Executed Contract.pdf

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**AGREEMENT BETWEEN THE COUNTY OF PLACER AND SICURO DATA ANALYTICS,
LLC**

Updated 06/03/2022ra

CONTRACT NO: _____
DEPARTMENT: DISTRICT ATTORNEY
CONTRACTOR: SICURO DATA ANALYTICS
DESCRIPTION: Statistical analysis of criminal charging and outcomes, as outlined in the Racial Justice Act

This Agreement is entered into between the County of Placer, a political subdivision of the State of California (hereinafter "County") and Sicuro Data Analytics, LLC (hereinafter "Contractor", collectively "Parties").

Whereas, pursuant to California Government Code section 31000, the County may contract with independent contractors for the furnishing of such services to or for the County or any Department thereof; and

Whereas, it is necessary and desirable that Contractor be retained for the purpose of data analysis for the evaluation of charging and sentencing decisions in the Placer County District Attorney's Office.

Therefore, it is agreed by the parties to this Agreement as follows:

1. Services

In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

2. Payments

County's total fiscal obligation under this Agreement shall not exceed \$400,000.

In consideration of the services provided by Contractor and in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines the quantity or quality of the work performed is unacceptable. In the event County makes advance payments to Contractor, Contractor agrees to refund any amounts in excess of the amount owed by County at the time of termination or expiration of this Agreement. Contractor is not entitled to payment for work not performed as required by this Agreement.

3. Term

Subject to the terms and conditions herein, the term of this Agreement shall be from July 1, 2022 to July 1, 2024.

4. Exhibits; Merger Clause; Amendments

This Agreement, including all Exhibits and Attachments, incorporated herein by this reference, constitutes the sole Agreement between the Parties and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding.

All subsequent modifications or amendments to this Agreement shall be in writing and signed by the parties.

5. Termination

A. Termination for Convenience. Either Party may terminate this Agreement without cause by providing 30 days advance written notice to the other. The Agreement will terminate at the completion of the 30-day period. County will be entitled to receive services through the termination of the agreement, and Contractor shall be entitled to receive payment for services provided through the termination of the Agreement.

B. Termination for Cause. Either party may terminate this Agreement for cause. To terminate for cause, the terminating party must give the other party written notice of the alleged breach. The responding party has five (5) business days after receipt of notice to respond and a total of ten (10) calendar days after receipt of such notice to cure the alleged breach. If the responding party fails to cure the breach within this period, the terminating party may immediately terminate this Agreement without further action.

C. Termination Based on Lack of Funding. County may terminate this Agreement or a portion of the services based upon the unavailability of federal, state, or county funds by providing written notice to Contractor as soon as reasonably possible after County learns of unavailability of outside funding.

6. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of County and that neither Contractor nor its employees or agents acquire any of the rights, privileges, powers, or advantages of County employees.

Except as County may specify in writing Contractor shall have no authority, express or implied, to act on behalf of County in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied pursuant to this Agreement to bind County to any obligation whatsoever.

7. Hold Harmless & Indemnification

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code. As used in this Section, the term "County" means Placer County or its officers, agents, employees, and volunteers.

A. General Hold Harmless

The Contractor hereby agrees to protect, defend, indemnify, and hold the County free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by the County arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the County) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the agreement.

Contractor agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of Contractor. Contractor also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent.

This provision is not intended to create any cause of action in favor of any third party against Contractor or County or to enlarge in any way the Contractor's liability but is intended solely to provide for indemnification of County from liability for damages or injuries to third persons or property arising from Contractor's performance pursuant to this agreement.

As used above, the term PLACER COUNTY means Placer County or its officers, agents, employees, and volunteers.

B. Intellectual Property Indemnification

Contractor hereby certifies that it owns, controls, and/or licenses and retains all right, title, and/or interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and/or other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets (collectively referred to as "IP Rights") except as otherwise noted by this Agreement.

Contractor warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Contractor shall defend, indemnify, and hold harmless County from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party's IP Rights provided any such right is enforceable in the United States. Contractor's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) County notifies Contractor promptly in writing of any notice of any such third-party claim; (b) County cooperates with Contractor, at Contractor's expense, in all reasonable respects in connection with the investigation and defense of any such third party claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without County's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on County, impair any right of County, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of County without County's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement

become, or in Contractor's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes County's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Contractor shall, at Contractor's option and expense, either: (i) procure for County the right to continue using the services without infringement or (ii) replace or modify the services so that they become non-infringing but remain functionally equivalent.

Notwithstanding anything in this Section to the contrary, Contractor will have no obligation or liability to County under this Section to the extent any otherwise covered claim is based upon: (a) any aspects of the services under this Agreement which have been modified by or for County (other than modification performed by, or at the direction of, Contractor) in such a way as to cause the alleged infringement at issue; and/or (b) any aspects of the services under this Agreement which have been used by County in a manner prohibited by this Agreement.

8. Assignability and Subcontracting

Unless provided in Exhibit B, Contractor shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without advance notice or penalty.

9. Insurance

Contractor shall file with County concurrently herewith a Certificate of Insurance, in companies acceptable to County, with a Best's Rating of no less than A-: VII showing.

A. Worker's Compensation and Employer's Liability Insurance

Worker's Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than one million dollars (\$1,000,000) each accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit for bodily injury by disease, and one million dollars (\$1,000,000) each employee for bodily injury by disease.

If there is an exposure of injury to Contractor's employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

Each Worker's Compensation policy shall be endorsed with the following specific language:

Cancellation Notice: "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer."

Waiver of Subrogation: The workers' compensation policy shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against the County, its officers, directors, officials, employees, agents or volunteers, which might arise by reason of payment under such policy in connection with performance under this agreement by the Contractor.

Contractor shall require all subcontractors to maintain adequate Workers' Compensation insurance.

Certificates of Workers' Compensation shall be filed forthwith with County upon demand.

B. General Liability Insurance

(i) Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of Contractor, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:

a. Contractual liability insuring the obligations assumed by Contractor in this Agreement.

(ii) One of the following forms is required:

- a. Comprehensive General Liability;
- b. Commercial General Liability (Occurrence); or
- c. Commercial General Liability (Claims Made).

(iii) If Contractor carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:

- a. One million dollars (\$1,000,000) each occurrence
- b. Two million dollars (\$2,000,000) aggregate

(iv) If Contractor carries a Commercial General Liability (Occurrence) policy, the limits of liability shall not be less than:

- a. One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
- b. One million dollars (\$1,000,000) for Products-Completed Operations
- c. Two million dollars (\$2,000,000) General Aggregate

If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be two million dollars (\$2,000,000).

(v) Special Claims Made Policy Form Provisions:

Contractor shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of County, which consent, if given, shall be subject to the following conditions:

- a. The limits of liability shall not be less than:
 - i. One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
 - ii. One million dollars (\$1,000,000) aggregate for Products Completed Operations
 - iii. Two million dollars (\$2,000,000) General Aggregate
- b. The insurance coverage provided by Contractor shall contain language providing coverage up to one (1) year following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

C. Conformity of Coverages

If more than one policy is used to meet the required coverages, such as a separate umbrella policy,

such policies shall be consistent with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies or all shall be Claims Made Liability policies, if approved by County as noted above. In no cases shall the types of policies be different.

D. Endorsements

Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:

- (i) "The County of Placer, their officers, agents, employees, and volunteers are to be covered as an additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."
- (ii) "The insurance provided by the Contractor, including any excess liability or umbrella form coverage, is primary coverage to the County of Placer with respect to any insurance or self- insurance programs maintained by the County of Placer and no insurance held or owned by the County of Placer shall be called upon to contribute to a loss."
- (iii) "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer."

E. Automobile Liability Insurance

Automobile Liability insurance covering bodily injury and property damage in an amount no less than one million dollars (\$1,000,000) combined single limit for each occurrence. Covered vehicles shall include owned, non-owned, and hired automobiles/trucks.

F. Professional Liability Insurance (Errors & Omissions)

Professional Liability Insurance for Errors and Omissions coverage in the amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence.

If Contractor subcontracts in support of the services under this Agreement, Professional Liability Insurance for Errors shall be provided by the subcontractor in an amount not less than one million dollars (\$1,000,000) in aggregate.

The insurance coverage provided by the Contractor shall contain language providing coverage up to one (1) year following completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims made policy.

G. CYBER LIABILITY INSURANCE

Cyber Liability Insurance with limits not less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or

destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

H. Additional Insurance Requirements

(i) Premium Payments: The insurance companies shall have no recourse against the County and funding agencies, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.

(ii) Policy Deductibles: The Contractor shall be responsible for all deductibles in all of the Contractor's insurance policies. The maximum amount of allowable deductible for insurance coverage required herein shall be \$25,000.

(iii) Contractor's Obligations: Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this agreement.

(iv) Verification of Coverage: Contractor shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

(v) Material Breach: Failure of the Contractor to maintain the insurance required by this agreement, or to comply with any of the requirements of this section, shall constitute a material breach of the entire agreement.

10. Compliance with Laws; Nondiscrimination

A. Compliance with Laws. All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable federal, state, and local laws, rules, regulations, and ordinances, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable); the Americans with Disabilities Act of 1990, as amended; Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any federal or county financial assistance; and the Fair Employment and Housing Act.

B. Nondiscrimination. Contractor shall not unlawfully discriminate against employees, applicants, or clients because of race, sex, sexual orientation, color, ancestry, religion or religious creed, national origin or ethnic group identification, mental disability, physical disability, medical condition (including cancer, HIV and AIDS), age (over 40), marital status, or use of Family and Medical Care Leave and/or Pregnancy Disability Leave in regard to any position for which the employee or applicant is qualified.

C. Reporting. Contractor shall report to County the filing in any court or with any administrative agency of any complaint or allegation of a violation of the provisions included in this Section during the term of the Agreement. Contractor must make the required report in writing within 30 days of such filing with a general description of the circumstances involved and the violation(s) alleged.

D. County Policies. Contractor shall comply with applicable County policies, including but not limited to the "Use of Private Devices and Accounts for County Business and the Public Records Act Policy."

In the event of a conflict between the terms of this Agreement and any applicable law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

11. Contract Materials

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials prepared by Contractor or subcontractors under this Agreement (collectively, "contract materials") shall become the property of County and shall be promptly delivered to County. The Contractor shall retain titles, rights, and interests in any underlying template documents and may make and retain copies of contract materials.

12. Records; Right to Monitor and Audit

Contractor shall maintain, at all times during the Agreement and for a period of three (3) years following, complete detailed records of the work performed under this Agreement. County and state and federal agencies shall have the right to monitor all work performed under this Agreement to assure that all applicable state and federal regulations are met. County and state and federal agencies shall have the right to audit all work, records, and procedures related to this Agreement to determine the extent to which the program is achieving its purposes and performance goals. County will have the right to review financial and programmatic reports and will notify Contractor of any potential federal and/or state exception(s) discovered during such examination.

13. Confidentiality of Information

All financial, statistical, personal, technical, or other data and information relative to the County's operations which are designated confidential by the County and made available to the Contractor to carry out services under this Agreement shall be protected by Contractor from unauthorized use and disclosure. Contractor shall notify County of any discovered instances of breaches of confidentiality.

Contractor agrees to maintain confidentiality of information and records as required by applicable federal, state, and local laws, regulations, and rules. Contractor shall promptly submit any and all requests, from whatever source, for copies of or access to any County confidential information.

Contractor may disclose County confidential information to its employees, agents, and subcontractors who have: (i) a need to know such confidential information in order to perform their duties under this agreement, as determined by an appropriate County official; and (ii) a legal duty

to protect the County confidential information, which may arise under this Agreement or other applicable laws.

Contractor will ensure employees and subcontractors adopt and adhere to procedures to safeguard the confidentiality of such information. Contractor shall ensure that any subcontractors or agents receiving confidential information related to this Agreement agree to the same restrictions and conditions that apply to Contractor with respect to such information. Contractor agrees to hold County harmless from any breach of confidentiality, as set forth in the hold harmless provisions contained herein. Contractor shall be fully liable for the acts or omissions of its employees and subcontractors with respect to County confidential information. Any subcontract to perform services under this Agreement shall contain all provisions of this section.

Permission to disclose information on one occasion or at a public hearing held by County shall not authorize the Contractor to further disclose or disseminate such information.

Contractor shall not comment publicly regarding the Agreement or the County's actions on the same. Contractor shall not issue any news release or public relations item of any nature whatsoever regarding work performed or to be performed under this Agreement unless prior written consent is obtained from County.

14. Information Technology Security Requirements

Exhibit C, "Information Technology Security Addendum" is attached and incorporated by this reference. Contractor's failure to comply with the requirements in Exhibit C is a material breach of this Agreement.

15. General Health Measures and Conduct

Contractor shall be solely responsible for ensuring that the Contractor's employees or subcontractors are physically capable of performing the services described herein on County premises. The Contractor shall take all necessary measures to ensure that the Contractor's employees and sub-contractors receive sufficient training regarding contagious and infectious diseases and preventative measures to be taken within the workplace to protect the Contractor's employees and sub-contractors from exposure to or exposing others (including but not limited to County personnel and the public) to contagious and infectious diseases. Should the County or the Contractor observe any of their employees or sub-contractors exhibiting symptoms of a contagious and/or infectious disease (including but not limited to COVID-19) either prior to or during the performance of services on County premises, the Contractor shall immediately take measures to minimize or prevent exposure to County employees and/or the public consistent with government guidance and best practices. Such removal of the Contractor's employee(s) or subcontractor(s) shall not be considered a basis for the removed employee's claim for compensation or damages against the County, or any of its officers or agents. The employee shall not return to work on County premises until Contractor determines that the situation is resolved.

16. Governing Law; Jurisdiction; Venue

This Agreement is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. Any legal proceedings on this agreement shall be brought under the jurisdiction of the Superior Court of the County of Placer, State of California. Each party waives any Federal court removal and/or original jurisdiction rights it may have.

17. Notices

Any notice, request, demand, or other communication required or authorized under this Agreement shall be deemed to be properly given when:

- A. Delivered personally to the person below, as of the date of delivery; or
- B. Mailed to the physical address listed below by U.S. Mail or similar service, with postage prepaid and properly addressed, as of the date of postmark; or
- C. Emailed to the email address(es) below, as of the date a read receipt, an acknowledgement from the recipient, or other proof of delivery is received by the sender.

In the case of County, to:

Name, Title: Morgan Gire, District Attorney
Address: 10810 Justice Center Drive, Suite 240
Roseville, CA 95678
Telephone: 916-543-8000
Email: infopcda@placer.ca.gov

In the case of Contractor, to:

Name, Title: Gregory DeAngelo, President
Address: 317 West Ventura Blvd. #1041
Camarillo, CA, 93010
Telephone: 213-320-7220
Email: info@sicuroanalytics.com

18. Conflicts of Interest

Contractor certifies that it has no current business or financial relationship with any County employee or official, or other County contract provider that could create a conflict with this Agreement and will not enter into any such business or financial relationships during the period of this Agreement. Contractor attests that its employees and the officers of its governing body shall avoid any actual or potential conflicts of interest, and that no officer or employee who exercises any functions or responsibilities in connection with this Agreement shall have any legally prohibited personal financial interest or benefit which either directly or indirectly arises out of this Agreement. Contractor shall establish safeguards to prohibit employees or officers from using their positions for a purpose which could result in legally prohibited private gain or gives the appearance of being motivated for legally prohibited private gain for themselves or others, particularly those with whom they have family, business, or other ties. Contractor certifies that no official or employee of the County, nor any business entity in which an official of the County has an interest, has been employed or retained to solicit or aid in the procuring of this Agreement. In addition, Contractor agrees that no such person will be employed in the performance of this Agreement without immediately notifying the County.

19. Licenses, Permits

Contractor represents and warrants to County that it has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for Contractor and/or its employees to practice its/their profession. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement,

any licenses, permits, and approvals which are legally required for County and/or its employees to practice its/their profession at the time the services are performed.

Any agreements to subcontract services under this Agreement will contain this provision.

20. Non-Exclusivity

Nothing herein creates any exclusive arrangement between the Parties. This Agreement does not restrict County from acquiring similar, equal, or like goods or services from other sources.


21. Counterparts; Electronic Signature

This Agreement may be executed in duplicate counterparts. Each counterpart shall be an original and both together shall constitute but one and the same document. This Agreement shall not be deemed executed unless and until at least one counterpart bears the signatures of all parties' designated signatories.

In addition, this Agreement and future documents relating to this Agreement may be digitally signed in accordance with California law. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement.

CONTRACTOR NAME ("CONTRACTOR")*


_____ Signature
<u>Gregory DeAngelo</u> Print Name
<input type="checkbox"/> Chair of the Board, <input checked="" type="checkbox"/> President, or <input type="checkbox"/> Vice President
Date: <u>06/22/2022</u>

COUNTY OF PLACER ("COUNTY")

<u>MORGAN GIRE, DISTRICT ATTORNEY</u>
_____ Date:

EXHIBITS:

Exhibit A: Scope of Services
Exhibit B: Payment Terms
Exhibit C: IT Security Addendum

*If Contractor is a corporation, the Agreement must be signed by two corporate officers, one from each category above. (See California Corporations Code § 313.) One signature will suffice, if the corporation's board of directors has passed a resolution that gives one person authority to sign. In that case, a copy of the most recent resolution must be attached to this Agreement.

If Contractor is another type of business entity, such as a partnership or limited liability company, the Agreement must be signed by an officer possessing the legal authority to bind the entity. A copy of a resolution, partnership agreement, operating agreement, or other evidence of authority must be attached to this Agreement.

EXHIBIT A SCOPE OF WORK

The Consultant will perform a statistical analysis of criminal charging and outcomes, as outlined in the Racial Justice Act, for the County in three (3) phases. The work associated with each phase is detailed below.

Phase 1 – Expected Completion: 3-6 months

Phase 1 of the Racial Justice Act analysis will involve the ingestion of data from the Client. The list of data elements and fields required to perform the analysis will be developed by the Consultant through meetings with the Client. Upon receiving the data housed in the Client's case management system, the Consultant will engage in several steps to ensure full comprehension of the data:

- 1) Convert database files (e.g., mdf, bak, etc.) into flat files (csv)
- 2) Reconstruct case management system with flat files
- 3) Reshape data at the case-defendant level
- 4) Conduct a data audit to identify data gaps

Upon completion of these steps, the Consultant will prepare a data audit report that will outline key missing components in the existing data files that have been provided. The Consultant will then work with the Client to identify additional, internal databases that could contain the missing data features as well as external locations where missing data are maintained (e.g., court databases). Finally, the Consultant will develop a plan for backfilling missing content and prepare a *Phase 1 Completion Report* that outlines the steps taken to construct an analytically usable database and what will be needed to backfill missing content to develop a comprehensive data set in Phase 2.

Upon completion of a signed contract, the Consultant will prepare a visit to the Client's office to meet with various members of the district attorney's office, including the database management team, clerical staff, chief ADAs, and any other pertinent staff.

After the transfer of data occurs, the Consultant will convert database files into flat files and reconstruct the case management system. The Consultant will identify errors and issues that arise in the process of merging and appending flat files to reconstruct the case management system. This process typically involves several virtual meetings with members of the database management team.

After reconstruction of the case management system, the Consultant will reshape the data at the case-defendant level. Again, this process typically involves several virtual meetings with members of the database management team.

A data audit and written report will then be completed and presented to the County.

Phase 2 – Expected Completion: 4-6 months

Based on the findings of the data audit, the Consultant will devise a plan for backfilling content that is either incorrectly included or altogether omitted in the case management system. This typically involves working with the County to provide access to court records where content can be accessed,

crawled, extracted, and then backfilled into the case management system that the Consultant has reconstructed.

Based on the format of the data accessed from the courts, the Consultant will construct a set of code to access and harvest the court content. Once the content has been saved locally, the Consultant will construct another set of code to extract pertinent information from the court records. These data will then be merged with the reconstructed case management system.

A report of the content that has been updated as a result of the court crawling and content extraction effort will then be produced. Additionally, the Consultant will provide the County with the updated content, which can be ingested and incorporated into the County's production case management system, should the County be interested in updating their records.

Phase 3 – Expected Completion: 6-10 months

Once the reconstructed case management system has been determined to be complete and restructured at the case-defendant level, the Consultant will begin the process of conducting the empirical analysis of the Racial Justice Act.

The first step in conducting the empirical analysis will involve conducting an average outcomes analysis. This analysis will identify different raced, but otherwise identical, defendants to determine whether disparities exist in charging practices (e.g., press any charge, charge a felony) and case outcomes (e.g., guilty outcome, sentence length). To conduct this analysis, the Consultant will identify as many observable features of a case as possible (e.g., requested charges from law enforcement agency, type of crime, division within the district attorney's office where the charges have been filed, census tract where the incident occurred, etc.), and control for criminal behavior and charging practices that have historically been associated with these geographic regions, types of crimes, law enforcement agency, etc. Upon completion of this analysis, a visual construction of any disparities will be produced for ease of readability. However, a full technical appendix and corresponding regression tables will also be produced, which are the support for any graphics that are produced.

In the second step of the empirical analysis, the Consultant will leverage as-if randomly assigned cases to deputy district attorneys to leverage randomness in case assignment and differences in prosecutor charging practices. By leveraging both the random assignment of cases to prosecutors and differences in prosecutor preferences for charging cases, the Consultant can identify the impact of harsher or more lenient charging practices on case outcomes. Importantly, with regards to the Racial Justice Act analysis, the Consultant can leverage randomly assigned cases to determine whether statistical differences in charging practices are observed for the marginal defendant, as opposed to the average defendant. Note that the marginal defendant is the defendant who had the lowest case strength but was still charged. In comparing the marginal defendant where charges were brought by a deputy district attorney across the set of cases that are randomly assigned, the Consultant can determine whether the evidentiary standard applied to defendants differs by race.

In the third step of the empirical analysis, the Consultant will conduct an outlier analysis at both the case and deputy district attorney level. The outlier analysis will generate a "norm" for the district attorney's office with regards to charging and sentencing practices, accounting for the differences that arise due to crime type, requested charges, defendant age, criminal history, etc. The Consultant will then identify instances where specific cases deviate from the office-wide norm at such a level that they are both statistically significantly and materially different from the norm

of the office. A similar analysis will be conducted at the deputy district attorney level, where the prosecuting behavior of each deputy district attorney will be compared to the norm of the entire office. Note that this analysis will be conducted for a deputy district attorney's charging behavior within each type of crime, or top charge. Thus, the Consultant will produce instances where specific cases or specific deputy district attorney charging practices within a type of crime significantly and materially differ from the norm within the office.

At the completion of each of the three components of the empirical analysis, the Consultant will present the results to the County to obtain feedback and then implement this feedback into the analysis to ensure that the report accurately reflects practices within the office and ensures fairness in the representation of the findings. Once a final set of results have been agreed upon between the Consultant and the County, a report of the findings will be produced. The report will contain two sections. The first will be intended for a general audience, using language that is understandable by non-technical readers. The second section will contain all of the technical assumptions and details utilized in supporting the figures and tables that are presented in both the first and second sections of the report.

EXHIBIT B
PAYMENT TERMS

The Consultant will provide monthly invoices that detail the number of hours worked, detail the nature of the work, the hourly rate, and the total amount invoiced for that month. The monthly invoice will include a unique invoice number, contact information for the Consultant, as well as the payee's name. The invoice will also clearly note that payment is requested within 30 days of receiving the invoice.

EXHIBIT C

INFORMATION TECHNOLOGY SECURITY ADDENDUM

1. Notification of Data Security Incident

For purposes of this section, "Data Security Incident" is defined as unauthorized access to the Contractor's business and/or business systems by a third party, which access could potentially expose County data or systems to unauthorized access, disclosure, or misuse. In the event of a Data Security Incident, Contractor must notify County in writing within 48 hours. Notice should be made to ITSEC@placer.ca.gov and to all parties referenced in the "Notices" section of the Agreement. Notice must reference this contract number. Notice under this section must include the date of incident and Contractor's systems and/or locations which were affected. The duty to notify under this section is broad, requiring disclosure whether or not any impact to County data is known at the time, to enable County to take immediate protective actions of its data and cloud environments.

Failure to notify under this section is a material breach, and County may immediately terminate the Agreement for failure to comply.

2. Data Location

2.1 Contractor shall not store or transfer non-public County of Placer data outside the United States. This prohibition includes backup data and Disaster Recovery locations. The Contractor will permit its personnel and contractors to access County of Placer data remotely only as required to provide technical support. Remote access to data from outside the continental United States is prohibited unless expressly approved in advance and in writing by the County.

2.2 The Contractor must notify the County **in writing within 48 hours** of any location changes to Contractor's data center(s) that will process or store County data. Notice should be made to ITSEC@placer.ca.gov and must reference this contract number.

3. Data Encryption

3.1 The Contractor shall encrypt all non-public County **data in transit** regardless of the transit mechanism.

3.2 The Contractor shall encrypt all non-public County **data at rest**.

3.3 The Contractor's encryption shall be consistent with validated cryptography standards as specified in National Institute of Standards and Technology Security Requirements.

4. Subcontractor Disclosure

To the extent subcontracting or assignment is permitted under this Agreement, the Contractor is responsible for the actions of their subcontractors, vendors, and suppliers. Contractor shall take necessary steps to ensure that the provisions of this contract are enforceable on all subcontractors, vendors, and suppliers acting on behalf of or through Contractor.

5. Business Continuity

Contractor shall provide and maintain a business continuity and disaster recovery plan that achieves the County's Recovery Time Objective (RTO) and Recovery Point Objective (RPO), as set forth in the Scope of Work and/or Service Level Agreement, and specifically incorporated herein.



MICHAEL A. HESTRIN
DISTRICT ATTORNEY

OFFICE OF
THE DISTRICT ATTORNEY
COUNTY OF RIVERSIDE

MEMORANDUM

August 6, 2022

Date: August 6, 2022
From: Jared Haringsma, Assistant District Attorney
To: Board of Supervisors/Purchasing Agent
Via: Ginika Ezinwa, Deputy Director, Administration
Subject: Sole or Single Source Procurement; Request for Sicuro Data Analytics, LLC

The below information is provided in support of my Department requesting approval for a sole or single source. *(Outside of a duly declared emergency, the time to develop a statement of work or specifications is not in itself justification for sole or single source.)*

1. Supplier being requested: Sicuro Data Analytics LLC

2. Vendor ID: DABRC - #456

3. ☐ Single Source

☒ Sole Source

(Single Source - is a purchase of a commodity or service without obtaining competitive bids although more than one source is available)

(Sole Source - is a purchase of a commodity or service that is proprietary or no other vendor is qualified or willing to meet the county specified requirements)

4. Have you previously requested and received approval for a sole or single source request for this vendor for your department? *(If yes, please provide the approved sole or single source number).*

☐ Yes

☒ No

SSJ# _____

4a. Was the request approved for a different project?

☐ Yes

☒ No

5. Supply/Service being requested:

(If this request is for professional services, attach the service agreement to this sole source request. The Purchasing Agent, or designee, is the signing authority for agreements unless the service is exempted by Ordinance 459, Board delegated authority or by State law. All insurance requirements must be met prior to work commencement. See the Risk Management website for vendor insurance requirements.)

This vendor has the unique perspective and expertise in causal data analytics based on specific institutional knowledge of the criminal justice system within Riverside County. This has become increasingly critical, and several legislative changes have directed that this information is kept in a specified fashion. The procurement of this vendor specifically will allow the County of Riverside clean and identifying missing content from case management system (CMS); Backfilling missing and erroneous content within the case management system; Ongoing statistical analysis of criminal charging and outcomes, as outlined in the Racial Justice Act.

Sicuro Data Analytics will also be supporting the district attorney's office in providing general data analytics and reporting in an ongoing basis to ensure that the office is engaged in data-driven decision making.

- 6. Unique features of the supply/service being requested from this supplier.** *(If this sole source request is due to proprietary software or machinery, or hardware, provide a supporting letter from the manufacturer. If this is a single source request provide an explanation of how this provides the best value for the County by selecting this vendor.)*

This supplier offers a unique combination of technical coding capability, proven statistical analysis at the level of a court qualified expert and knowledge specific to the Riverside County criminal justice system. Additionally, this supplier offers a top criminal justice security clearance, fully completed criminal background, CJIS complaint lab, and CLETS certification that allows them to begin immediately on this time sensitive project. Finally, this supplier is already familiar with our case management system and owns the propriety code necessary to access our secured data to perform an independent analysis for compliance with the newly enacted law.

- 7. Reasons why my department requires these unique features from the vendor and what benefit will accrue to the county:**

The passage of Penal Code 745, commonly known as the Racial Justice Act.

- 8. Period of Performance:** From: FY 2023 to FY 2025
(total number of years)

Is this an annually renewable contract?

☐ No

☒ Yes

Is this a fixed-term agreement:

☒ No

☐ Yes

(A fixed-term agreement is set for a specific amount of time; it is not renewed annually. Ensure multi-year fixed-term agreements include a cancellation, non-appropriation of funds, or refund clause. If there is no clause(s) to that effect, then the agreement must be submitted to the Board for approval. No exemptions shall apply.)

- 9. Identify all costs for this requested purchase. In addition, please include any single or sole source amounts previously approved and related to this project and vendor in**

the section designated below for current and future fiscal years. You do not need to include previous fiscal year amounts. If approval is for multiple years, ongoing costs must be identified below. If annual increases apply to ongoing costs such as CPI or other contract increases, provide the estimated annual cost for each consecutive year. If the annual increase may exceed the Purchasing Agent's authority, Board approval must be obtained. (Note: ongoing costs may include but are not limited to subscriptions, licenses, maintenance, support, etc.)

Description:	FY_22	FY23	FY_24	Total
Ongoing Costs:	\$528,000	\$528,000	528,000	\$1,684,000
<i>Detailed Data Analysis within the District Attorney's Case Management System</i>				
Total Costs	\$528,000	\$528,000	\$528,000	\$1,684,000

Note: Insert additional rows as needed

10. Price Reasonableness: (Explain why this price is reasonable or cost effective – were you provided government discounted pricing? Is this rate/fee comparable to industry standards?)

We have been able to significantly reduce costs for the ongoing demands of the analysis and implementation of the programs required under Penal Code section 745, by utilizing Sicuro Data Analytics, LLP in conjunction with affiliated university PHD candidate interns. These interns allow Sicuro Data Analytics, LLP, to leverage available grant funding to minimize costs as much as possible to meet the demands of these unfunded mandates. Sicuro has already performed a significant amount of work for the District Attorney's Office to understand the systems at no charge to the office and those savings are equal to approximately 67% of the current contract. This is the only vendor that is doing this level of detailed analysis within the State and therefore is the most responsive.

11. Projected Board of Supervisor Date (if applicable): 8/30/2022
(Draft Form 11s, service agreement and or quotes must accompany the sole source request for Purchasing Agent approval.)


Department Head Signature
(or designee)

Jared Haringsma
Print Name

8/9/22
Date

The section below is to be completed by the Purchasing Agent or designee.

Purchasing Department Comments:

Approve

Approve with Condition/s

Disapprove

Conditions:

Not to exceed:

☐ One-time \$ _____

☐ Annual Amount \$ _528,000 / per fiscal year through _June 30, 2025 (If
Annual Amount Varies each FY)

FY 23 _____: \$ _528,000 _____

FY 24 _____: \$ _528,000 _____

FY 25 _____: \$ _528,000 _____

FY _____: \$ _____

FY _____: \$ _____

Purchasing Agent

Date

Approval Number
(Reference on Purchasing Documents)

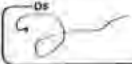


**BOARD OF SUPERVISORS
AGENDA LETTER**

Agenda Number:

Clerk of the Board of Supervisors
105 E. Anapamu Street, Suite 407
Santa Barbara, CA 93101
(805) 568-2240

Department Name: District Attorney
Department No.: 021
For Agenda Of: December 6, 2022
Placement: Administrative
Estimated Time:
Continued Item: No
If Yes, date from:
Vote Required: 4/5

TO: Board of Supervisors
FROM: Department Director Joyce E. Dudley, District Attorney (805-568-2308) 
Contact Info: Michael Soderman, Chief Financial & Administrative Officer
(805-568-2303)
SUBJECT: Approval of Agreement with Sicuro Data Analytics, LLC.

County Counsel Concurrence

As to form: Yes

Auditor-Controller Concurrence

As to form: Yes

Other Concurrence: Risk Management

As to form: Yes

Recommended Actions:

That the Board of Supervisors:

- a) Approve, ratify, and authorize the Chair to execute an Agreement with Sicuro Data Analytics, LLC for Racial Justice Act analysis, development of an internal data dashboard, and data analytics for the period of December 1, 2022 through December 31, 2024, subject to available funding and annual appropriations, for a total contract amount not to exceed \$510,000;
- b) Approve Budget Revision Request No. 0008637 (4/5 vote required); and
- c) Determine that the above recommended actions are not the approval of a project that is subject to environmental review under the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Section 15378(b)(4), finding that the project is a creation of government funding mechanisms or other government fiscal activities, which do not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment.

Summary Text:

The District Attorney's Office has an immediate need to make aggregate data reasonably accessible for discovery in response to Penal Code §745 (Racial Justice Act) motions. The District Attorney's Office is requesting that the Board of Supervisors approve and authorize the Chair to execute an Agreement with Sicuro Data Analytics, LLC, for Racial Justice Act analysis, development of an internal data dashboard, and data analytics in an amount not to exceed \$510,000.00. The term of the Agreement begins on December 1, 2022 and ends on December 31, 2024. This Agreement will be fully-funded with federal American Rescue Plan Act (ARPA) funds.

Following Board approval, Sicuro Data Analytics will begin extracting and analyzing case data from the Santa Barbara County District Attorney's Office (SBDA) existing case management system (CMS). Access to this type of data and analysis will enable SBDA to produce data and statistical analyses to examine equitable and fair treatment in prosecutorial decision-making processes. By the end of this project, Sicuro will have developed a data asset that can be leveraged to improve management decision-making within the District Attorney's Office through an internal data dashboard, which will employ detailed analytics that Sicuro will produce through presentations to and feedback from management in the District Attorney's Office.

Background:

In recent years, the measure of fairness and equity within the California criminal justice system has changed from qualitative evaluations of individual cases to an assessment focused heavily on quantitative analysis and aggregate statistics. Groups working to reform the criminal justice system frequently rely on targeted statistics to support certain conclusions about the administration of justice. However, raw statistics can be misleading. Even the most well-intentioned evaluations can be inaccurate if they are only based on a subset of available data.

It is against this backdrop that Assembly Bill 2542 (2020), or the Racial Justice Act (now codified as Penal Code § 745), was enacted. PC § 745 provides remedies to defendants who allege disparate treatment based on race, ethnicity, or national origin. To establish disparate treatment, petitioners look to "statistical evidence or aggregate data [that] demonstrate a significant difference in seeking or obtaining convictions or in imposing sentences comparing individuals who have committed similar offenses and are similarly situated, and the prosecution cannot establish race-neutral reasons for the disparity." (PC § 745, subd. (h)(1).)

As a result, it is incumbent upon prosecutors to ensure that the data relied upon in this process compares "similar offenses" and individuals who are "similarly situated". These critical components are typically the most difficult for District Attorney's offices to measure, as these categories have the potential to produce considerable ambiguity in discerning appropriate comparisons between defendants and cases.

Obtaining and analyzing appropriate data is remarkably difficult and time-consuming. For this reason, many District Attorney's offices have begun working with groups that have significant and specialized experience in conducting complicated empirical analyses of raw computer data. These niche businesses have come to recognize that accurate data mining requires identifying "otherwise similar" defendants, and then conducting a comparison of prosecutor choices for these individuals.

To fairly, objectively, and comprehensively analyze our historical data, the Santa Barbara County District Attorney's Office believes that the best option is to contract with Sicuro Data Analytics. Sicuro Data Analytics is comprised of a team of experts that specialize in complex data retrieval and analysis in

numerous professional capacities. Their clients include several other District Attorney's offices in the State of California. Since the passage of Penal Code § 745, Sicuro Data Analytics began working with several District Attorney's offices in California to assist in the complex analysis that is needed to ensure prosecutorial fairness.

Sicuro Data Analytics is led by Dr. Greg DeAngelo. Dr. DeAngelo is President of Sicuro Data Analytics, an Associate Professor of Economic Sciences at Claremont Graduate University, and the Director of the Computational Justice Lab. His research focuses on legal institutions, and he works closely with public sector agencies to address pressing issues facing criminal justice agencies. His work aims to provide fair and unbiased analyses of policies and practices within criminal justice agencies and criminal justice actors by incorporating tools from computer and social sciences. Sicuro Data Analytics is uniquely qualified as this work is in response to a new/emerging need resulting from the passage of the Racial Justice Act, and therefore this work qualifies as a non-competitive purchase.

Extracting and analyzing case data from the Santa Barbara County District Attorney's Office will be an enormous and laborious task. Case data is currently comprised of information migrated to PowerBI from our aging case management system. We anticipate that this process will be a massive undertaking. As such, it is beyond the current capabilities and capacity of District Attorney and County staff. Through their work with other offices including the Riverside, San Bernardino, Placer, and Stanislaus District Attorney's Offices, Sicuro Data Analytics has identified and addressed many of the complications that are involved in extracting and analyzing data from case management systems, learning different office processes and systems, and quantifying missing or corrupted data.

Access to this type of data and analysis will enable the Santa Barbara County District Attorney's Office to produce data and statistical analysis to prove equitable and fair treatment within our prosecutorial decision-making process. It will also enable our office to respond to litigation accurately and in a timely manner. This data will also provide measurable outcomes in the form of easy-to-digest data analyses that can be distributed to stakeholders, which will promote greater understanding of the criminal justice system in Santa Barbara County.

Ultimately, access to accurate data assists in ensuring equitable and fair treatment under the law regardless of race, ethnicity, or national origin. It may also provide trajectory analyses to identify which prosecutorial options are the most effective at reducing recidivism. For all prosecutors, assuring equal treatment to all persons under the law is of the utmost importance. Utilizing Sicuro Data Analytics will enable the District Attorney's Office to better evaluate our own performance and provide the community with verifiable information that will enhance their trust in the criminal justice system.

The COVID-19 pandemic had a detrimental impact on the criminal justice system and public safety. The federal ARPA funding is an appropriate existing source for the proposed services, as a main goal of ARPA is to improve the design and execution of programs responding to the pandemic while addressing the needs of marginalized populations. The reduction in court operations created a backlog of cases which necessitated the need to change the approach to how cases were handled throughout the criminal justice system in Santa Barbara County. This has resulted in a need to better understand the impacts of those changes on the County's criminal justice system by analyzing criminal justice data both pre and post-pandemic. This data will enable the District Attorney's Office to make data-informed management decisions related to the post-pandemic criminal justice system. The goal is to eliminate the court backlog, improve public safety, and ensure that effective policy-making decisions are being made in regards to equitable, fair, and proportionate treatment in the County justice system.

In addition, in January 2022, the U.S. Treasury released additional guidance regarding the use of ARPA funds, stating that governments with high capacity to use data and evidence to administer programs are more likely to be responsive to the needs of their community, more transparent about their community impact, and more resilient to emergencies such as the pandemic and its economic impacts. The data analytics that will be performed under this contract will achieve these described goals.

Performance Measure:

Exhibit A: Statement of Work summarizes the services provided through the Agreement. This Agreement will allow the Santa Barbara County District Attorney's Office to thoroughly and effectively respond to Racial Justice Act motions and develop an internal data dashboard to guide management decision-making.

Contract Renewals and Performance Outcomes:

N/A

Fiscal and Facilities Impacts:

The total cost of this contract is not-to-exceed \$510,000 over a two-year period, funded through existing unspent ARPA allocations for Fiscal Year 2022-23 that will be repurposed for this effort. Fiscal Year 2022-23 costs include an initial office visit and data ingestion, cleaning, and audit for approximately \$95,000. Fiscal Year 2023-24 costs include Racial Justice Act analysis (\$100,000), the development and construction of an internal data dashboard (\$50,000), and ongoing analytics (\$100,000) for a total fiscal year cost of \$250,000. Fiscal Year 2024-25 costs include the ongoing maintenance of an internal data dashboard (\$25,000) and ongoing analytics (\$140,000) for a total fiscal year cost of \$165,000. A Budget Revision Request is included to increase appropriations of \$95,000 in the District Attorney's Office General Fund for Fiscal Year 2022-23 funded by an Operating Transfer from the County Executive Office.

Fiscal Analysis:

<u>Funding Sources</u>	<u>Current FY Cost:</u>	<u>Annualized On-going Cost:</u>	<u>Total One-Time Project Cost</u>
General Fund			
State			
Federal	\$ 95,000.00		\$ 510,000.00
Fees			
Other:			
Total	\$ 95,000.00		\$ 510,000.00

Key Contract Risks:

Sicuro Data Analytics was selected because they are a unique company that is comprised of a team of experts that specialize in complex data retrieval and analysis in numerous professional capacities-including several District Attorney's Offices in the State of California. Sicuro Data Analytics is uniquely qualified as this work is in response to a new/emerging need resulting from the passage of the Racial Justice Act, and therefore this work qualifies as a non-competitive purchase. There is minimal risk to the County.

The District Attorney's Office, in coordination with the consultant, will be subject to periodic reporting per ARPA requirements. As with any contract funded by federal sources, there is a risk of future audit disallowances and repayments through the federal auditing process. This contract includes language

Page 5 of 5

allowing the County to seek any legal remedy for the repayment of any amounts disallowed in audit findings, minimizing risks to the County.

Staffing Impacts:

There are no staffing impacts.

Special Instructions:

Please return the following items to John DeAlba, DA Department Business Specialist:

- a) One (1) Minute Order.
- b) One (1) duplicate fully-executed original of the Agreement.

Attachments:

Attachment A: Service Agreement with Sicuro Data Analytics, LLC.

Attachment B: Budget Revision Request No. 0008637

Authored by:

John DeAlba, Department Business Specialist (x82434)

SUBRECIPIENT AGREEMENT
BETWEEN
COUNTY OF SANTA BARBARA
AND
SICURO DATA ANALYTICS, LLC

**Statistical analysis of criminal charging and outcomes,
as outlined in the Racial Justice Act**

THIS AGREEMENT is made and entered into by and between the County of Santa Barbara (herein called the "COUNTY"), a political subdivision of the State of California, and SICURO DATA ANALYTICS, LLC (herein called the "SUBRECIPIENT"), a California limited liability company, whose address is 317 West Ventura Blvd., Suite 1041, Camarillo, CA 93010

WHEREAS, On October 2, 2020, the Governor of California signed AB 2542 (Racial Justice Act) which enacted Penal Code § 745 which reads "The state shall not seek or obtain a criminal conviction or seek, obtain, or impose a sentence on the basis of race, ethnicity, or national origin"; and

WHEREAS, this Agreement is for extracting and analyzing case data from the District Attorney's case management system to meet the needs of the Racial Justice Act, and SUBRECIPIENT will also work with the District Attorney's Office to develop an internal data dashboard to guide management decision-making; and

WHEREAS, SUBRECIPIENT represents that it is specially trained, skilled, experienced, and competent to perform the special services required by COUNTY and COUNTY desires to retain the services of SUBRECIPIENT pursuant to the terms, covenants, and conditions herein set forth; and

NOW, THEREFORE, the parties agree that the above recitals are true to the best of their knowledge and, in consideration of the mutual covenants and conditions contained herein, it is agreed by and between the parties hereto that they will carry out the Program according to this Agreement.

1. DESIGNATED REPRESENTATIVE

Joyce E. Dudley at phone number (805) 568-2308 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Gregory DeAngelo at phone number (213) 320-7220 is the authorized representative for SUBRECIPIENT. Changes in designated representatives shall be made only after advance written notice to the other party.

2. NOTICES

Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by personal delivery or facsimile, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

To COUNTY: County of Santa Barbara District Attorney
Attn: Michael Soderman
1112 Santa Barbara Street
Santa Barbara, CA 93101

To SUBRECIPIENT: Sicuro Data Analytics, LLC
Attn: Gregory DeAngelo, President
317 West Ventura Blvd. #1041
Camarillo, CA, 93010

or at such other address or to such other person that the parties may from time to time designate in accordance with this Notices section. If sent by first class mail, notices and consents under this section shall be deemed to be received five (5) days following their deposit in the U.S. mail. This Notices section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

3. SCOPE OF SERVICES

SUBRECIPIENT agrees to provide services to COUNTY in accordance with EXHIBIT A attached hereto and incorporated herein by reference.

4. TERM

SUBRECIPIENT shall commence performance on December 1, 2022 and end performance upon completion, but no later than December 31, 2024 unless otherwise directed by COUNTY or unless earlier terminated.

5. COMPENSATION OF SUBRECIPIENT

In full consideration for SUBRECIPIENT's services, SUBRECIPIENT shall be paid for performance under this Agreement in accordance with the terms of EXHIBIT B attached hereto and incorporated herein by reference. Billing shall be made by invoice, which shall include the contract number assigned by COUNTY and which is delivered to the address given in Section 2 NOTICES above following completion of the increments identified on EXHIBIT B. Unless otherwise specified on EXHIBIT B, payment shall be net thirty (30) days from presentation of invoice.

6. INDEPENDENT SUBRECIPIENT

It is mutually understood and agreed that SUBRECIPIENT (including any and all of its officers, agents, and employees), shall perform all of its services under this Agreement as an independent SUBRECIPIENT as to COUNTY and not as an officer, agent, servant, employee, joint venturer, partner, or associate of COUNTY. Furthermore, COUNTY shall have no right to control, supervise, or direct the manner or method by which SUBRECIPIENT shall perform its work and function. However, COUNTY shall retain the right to administer this Agreement so as to verify that SUBRECIPIENT is performing its obligations in accordance with the terms and conditions hereof. SUBRECIPIENT understands and acknowledges that it shall not be entitled to any of the benefits of a COUNTY employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. SUBRECIPIENT shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, SUBRECIPIENT shall be solely responsible and save COUNTY harmless from all matters relating to payment of SUBRECIPIENT's employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, SUBRECIPIENT may be providing services to others unrelated to the COUNTY or to this Agreement.

7. STANDARD OF PERFORMANCE

SUBRECIPIENT represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, SUBRECIPIENT shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which SUBRECIPIENT is engaged. All products of whatsoever nature, which SUBRECIPIENT delivers to COUNTY pursuant to this Agreement, shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in SUBRECIPIENT's profession. SUBRECIPIENT shall correct or revise any errors or omissions, at COUNTY'S request without additional compensation. Permits and/or licenses shall be obtained and maintained by SUBRECIPIENT without additional compensation.

8. DEBARMENT AND SUSPENSION

SUBRECIPIENT certifies to COUNTY that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. SUBRECIPIENT certifies that it shall not contract with a subSUBRECIPIENT that is so debarred or suspended.

9. TAXES

SUBRECIPIENT shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this Agreement and shall make any and all payroll deductions required by law. COUNTY shall not be responsible for paying any taxes on SUBRECIPIENT's behalf, and should COUNTY be required to do so by state, federal, or local taxing agencies, SUBRECIPIENT agrees to promptly reimburse COUNTY for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

10. CONFLICT OF INTEREST

SUBRECIPIENT covenants that SUBRECIPIENT presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. SUBRECIPIENT further covenants that in the performance of this Agreement, no person having any such interest shall be employed by SUBRECIPIENT. SUBRECIPIENT must promptly disclose to COUNTY, in writing, any potential conflict of interest. COUNTY retains the right to waive a conflict of interest disclosed by SUBRECIPIENT if COUNTY determines it to be immaterial, and such waiver is only effective if provided by COUNTY to SUBRECIPIENT in writing.

11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

COUNTY shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, all photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials, and any material necessary for the practical use of such items, from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. SUBRECIPIENT shall not release any of such items to other parties except after prior written approval of COUNTY.

Unless otherwise specified in Exhibit A, SUBRECIPIENT hereby assigns to COUNTY all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials prepared or provided by SUBRECIPIENT pursuant to this Agreement (collectively referred to as "Copyrightable Works and Inventions"). COUNTY shall have the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any Copyrightable Works and Inventions. SUBRECIPIENT agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights and assignments provided hereunder. SUBRECIPIENT warrants that any Copyrightable Works and Inventions and other items provided under this Agreement will not infringe upon any intellectual property or proprietary rights of any third party. SUBRECIPIENT at its own expense shall defend, indemnify, and hold harmless COUNTY against any claim that any Copyrightable Works or Inventions or other items provided by SUBRECIPIENT hereunder infringe upon intellectual or other proprietary rights of a third party, and SUBRECIPIENT shall pay any damages, costs, settlement amounts, and fees (including attorneys' fees) that may be incurred by COUNTY in connection with any such claims. This Ownership of Documents and Intellectual Property provision shall survive expiration or termination of this Agreement.

12. NO PUBLICITY OR ENDORSEMENT

SUBRECIPIENT shall not use COUNTY's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. SUBRECIPIENT shall not use COUNTY's name or logo in any manner that would give the appearance that the COUNTY is endorsing SUBRECIPIENT. SUBRECIPIENT shall not in any way contract on behalf of or in the name of COUNTY. SUBRECIPIENT shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the COUNTY or its projects, without obtaining the prior written approval of COUNTY.

13. COUNTY PROPERTY AND INFORMATION

All of COUNTY's property, documents, and information provided for SUBRECIPIENT's use in connection with the services shall remain COUNTY's property, and SUBRECIPIENT shall return any such items whenever requested by COUNTY and whenever required according to the Termination section of this Agreement. SUBRECIPIENT may use such items only in connection with providing the services. SUBRECIPIENT shall not disseminate any COUNTY property, documents, or information without COUNTY's prior written consent.

14. RECORDS, AUDIT, AND REVIEW

SUBRECIPIENT shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of SUBRECIPIENT's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting principles. COUNTY shall have the right to audit and review all such documents and records at any time during SUBRECIPIENT's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), SUBRECIPIENT shall be subject to the examination and audit of the California State Auditor, at the request of the COUNTY or as part of any audit of the COUNTY, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). SUBRECIPIENT shall participate in any audits and reviews, whether by COUNTY or the State, at no charge to COUNTY.

If federal, state or COUNTY audit exceptions are made relating to this Agreement, SUBRECIPIENT shall reimburse all costs incurred by federal, state, and/or COUNTY governments associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon notification from COUNTY, SUBRECIPIENT shall reimburse the amount of the audit exceptions and any other related costs directly to COUNTY as specified by COUNTY in the notification.

15. INDEMNIFICATION AND INSURANCE

SUBRECIPIENT agrees to the indemnification and insurance provisions as set forth in EXHIBIT C attached hereto and incorporated herein by reference.

16. NONDISCRIMINATION

COUNTY hereby notifies SUBRECIPIENT that COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and SUBRECIPIENT agrees to comply with said ordinance.

17. NONEXCLUSIVE AGREEMENT

SUBRECIPIENT understands that this is not an exclusive Agreement and that COUNTY shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by SUBRECIPIENT as the COUNTY desires.

18. NON-ASSIGNMENT

SUBRECIPIENT shall not assign, transfer or subcontract this Agreement or any of its rights or obligations under this Agreement without the prior written consent of COUNTY and any attempt to so assign, subcontract or transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

19. TERMINATION

- A. By COUNTY. COUNTY may, by written notice to SUBRECIPIENT, terminate this Agreement in whole or in part at any time, whether for COUNTY's convenience, for nonappropriation of funds, or because of the failure of SUBRECIPIENT to fulfill the obligations herein.
1. **For Convenience.** Either party may terminate this Agreement in whole or in part upon sixty (60) days written notice. During the sixty (60) day period, SUBRECIPIENT shall, as directed by COUNTY, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on COUNTY from such winding down and cessation of services.
 2. **For Nonappropriation of Funds.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or COUNTY governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then COUNTY will notify SUBRECIPIENT of such occurrence and COUNTY may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the term.
 3. **For Cause.** Should SUBRECIPIENT default in the performance of this Agreement or materially breach any of its provisions, COUNTY may, at COUNTY's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, SUBRECIPIENT shall immediately discontinue all services affected (unless the notice directs otherwise) and notify COUNTY as to the status of its performance. The date of termination shall be the date the notice is received by SUBRECIPIENT, unless the notice directs otherwise.
- B. By SUBRECIPIENT. Should COUNTY fail to pay SUBRECIPIENT all or any part of the payment set forth in EXHIBIT B, SUBRECIPIENT may, at SUBRECIPIENT's option terminate this Agreement if such failure is not remedied by COUNTY within thirty (30) days of written notice to COUNTY of such late payment.
- C. Upon termination, SUBRECIPIENT shall deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by SUBRECIPIENT in performing this Agreement, whether completed or in process, except such items as COUNTY may, by written permission, permit SUBRECIPIENT to retain. Notwithstanding any other payment provision of this Agreement, COUNTY shall pay SUBRECIPIENT for satisfactory services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall SUBRECIPIENT be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. SUBRECIPIENT shall furnish to COUNTY such financial information as in the judgment of COUNTY is necessary to determine the reasonable value of the services rendered by SUBRECIPIENT. In the event of a dispute as to the

reasonable value of the services rendered by SUBRECIPIENT, the decision of COUNTY shall be final. The foregoing is cumulative and shall not affect any right or remedy which COUNTY may have in law or equity.

20. SECTION HEADINGS

The headings of the several sections, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

21. SEVERABILITY

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

22. REMEDIES NOT EXCLUSIVE

No remedy herein conferred upon or reserved to COUNTY is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

23. TIME IS OF THE ESSENCE

Time is of the essence in this Agreement and each covenant and term is a condition herein.

24. NO WAIVER OF DEFAULT

No delay or omission of COUNTY to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.

25. ENTIRE AGREEMENT AND AMENDMENT

In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

26. SUCCESSORS AND ASSIGNS

All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

27. COMPLIANCE WITH LAW

SUBRECIPIENT shall, at its sole cost and expense, comply with all COUNTY, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of SUBRECIPIENT in any action or proceeding against

SUBRECIPIENT, whether COUNTY is a party thereto or not, that SUBRECIPIENT has violated any such ordinance or statute, shall be conclusive of that fact as between SUBRECIPIENT and COUNTY.

28. CALIFORNIA LAW AND JURISDICTION

This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

29. EXECUTION OF COUNTERPARTS

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

30. AUTHORITY

All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, SUBRECIPIENT hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which SUBRECIPIENT is obligated, which breach would have a material effect hereon.

31. SURVIVAL

All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

32. PRECEDENCE

In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.

Agreement for Services of Independent SUBRECIPIENT between the **County of Santa Barbara** and **Sicuro Data Analytics, LLC**

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by COUNTY.

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

COUNTY OF SANTA BARBARA:


By: _____
Deputy Clerk

By: _____
Chair, Board of Supervisors

Date: _____

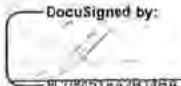
RECOMMENDED FOR APPROVAL:

District Attorney

By: 
Joyce E. Dudley
District Attorney

SUBRECIPIENT:

Sicuro Data Analytics, LLC

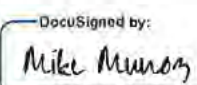
By: 
Authorized Representative

Name: Gregory DeAngelo

Title: President

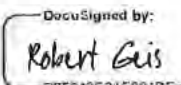
APPROVED AS TO FORM:

Rachel Van Mullem
County Counsel

By: 
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

By: 
Deputy

APPROVED AS TO FORM:

Risk Management

By: 
Risk Management

EXHIBIT A**STATEMENT OF WORK**

Project Title: Detailed Racial Justice Act Analysis, Data Analytics, and Internal Data Dashboard Project

Agreement Amount (not to exceed): \$ 510,000

Time of Performance: December 1, 2022 – December 31, 2024

1. PROJECT DESCRIPTION

The parties wish to enter into this Agreement in order to establish the terms and conditions under which SUBRECIPIENT will work alongside partners across Santa Barbara County to verify and identify missing content from the District Attorney's case management system; backfill missing and erroneous content within the case management system; and, perform ongoing statistical analysis of criminal charging and outcomes, as outlined in the Racial Justice Act.

2. PROJECT TIMELINE:

The anticipated timeline for this work is provided below. SUBRECIPIENT shall notify the COUNTY immediately if it is unable to adhere to the below timeline. This timeline is subject to adjustments depending on the ease of obtaining access to data, deploying code to backfill missing or corrupted content, and other unforeseen circumstances.

Period	Work to be completed
December 1, 2022 – March 31, 2023	Data ingestion, clarification of data elements and values within fields, development of data dictionary, visiting DA's office to learn processes and procedures and data capture.
April 1, 2023 - May 31, 2023	Production and delivery of data audit
June 1, 2023-August 31, 2023	Data backfilling, verification, and initial construction of data visualization
September 1, 2023 – December 31, 2023	Production of phase 1 report of Racial Justice Act analysis, further development of internal data dashboard working in conjunction with DA's management team to ensure that important analytical insights are incorporated
January 1, 2024-March 31, 2024	Production of phase 2 report of Racial Justice Act analysis, continued development of internal data dashboard for the management team
April 1, 2024-December 31, 2024	Finalization of an internal data dashboard, development of an outward-facing data dashboard, production of requested data analytics for DA's office

3. PROJECT PHASES

SUBRECIPIENT shall perform the following tasks for each phase:

- a. **Data ingestion** - SUBRECIPIENT representatives shall pass necessary background checks to be able to access applicable data. SUBRECIPIENT will then reach out to schedule an in-person visit to COUNTY

office and contact COUNTY's data administrator to determine how SUBRECIPIENT can gain access to the raw files that support COUNTY's case management system (CMS). This typically involves several back-and-forth exchanges to determine the best way to transfer all the identified files. Once SUBRECIPIENT obtains the raw data, SUBRECIPIENT shall reproduce the data, which requires an intimate understanding of how to connect various tables. Next, SUBRECIPIENT shall begin learning the contents of each variable within the various tables to ensure that SUBRECIPIENT knows the location, in the raw data, of each piece of information that is needed to conduct a tailored analysis. This phase of the process involves quite a few clarification emails to make sure that SUBRECIPIENT is certain in terms of its comprehension of COUNTY data. This process usually involves 60-80 hours.

- b. **Data verification** - Once the SUBRECIPIENT has ingested the raw data, it shall then begin a process of determining if the data contained in CMS is correct. In preliminary reviews, the SUBRECIPIENT has noticed that there can be strange entries (e.g., defendant age of 145 years old), incorrectly entered information, and erroneous or missing data. In many instances, there is some amount of redundancy in the data that enables SUBRECIPIENT to verify observations that were initially incorrectly entered but, by the time of disposition, information about the case has been correctly identified. This process usually involves 60-80 hours.
- c. **Data audit** - After ingestion and verifying is completed, SUBRECIPIENT shall then conduct a data audit that focuses on cases where COUNTY would expect SUBRECIPIENT to have complete information regarding the case, including a final disposition. The aim of the audit is to determine how many observations are fully complete and how many are missing information. If there is a considerable amount of missing information that is pertinent for analysis, then SUBRECIPIENT must figure out how to back-fill this content, as any resulting analysis that SUBRECIPIENT performs might be inaccurate. This process usually involves 80-100 hours.
- d. **Content Crawling** - If there is a considerable amount of missing data, then SUBRECIPIENT shall perform content crawling from the court or other sites. This typically involves accessing content from the clerk's database to back-fill missing content. The time associated with this effort is not initially possible to accurately estimate, but SUBRECIPIENT shall provide an estimate once the SUBRECIPIENT understands the extent of data missing.
- e. **Convert CMS to Analytical Data Set** - The CMS system is set up to be used by the DA's office to identify content associated with cases. This can result in the same case having many rows in the data. This could be due to many defendants being associated with a case but can occur for other reasons. For example, suppose that a defendant has numerous addresses listed on file with the DA's office. Sometimes these systems are set up so that each charge is associated with every known address of the defendant. Another example is that a defendant often receives multiple charges within a case, which can result in multiple rows in the CMS associated with a specific case-defendant combination. SUBRECIPIENT shall convert each defendant case into a single row. SUBRECIPIENT shall undertake other verifying steps. For example, active and juvenile cases are removed from the analysis. SUBRECIPIENT shall also work with the DA office to determine how to handle other situations, like diversion cases plead from a misdemeanor to a citation, and so on. This process usually involves 60-70 hours.
- f. **Conduct Data Analysis for Racial Justice Act** - SUBRECIPIENT shall produce a white paper that shall include three critical components. First, SUBRECIPIENT shall explain the data used in the analysis. This involves the steps taken to verify the data, basic summary statistics, and other institutional details that are critical for conducting the Racial Justice Act analysis. Second, SUBRECIPIENT shall provide an empirical analysis of the different types of crime that are committed across different groups of race, ethnicity, and national origin. Further, SUBRECIPIENT shall provide a scientific explanation for why an

analysis of “similarly situated” defendants requires the empirical analysis to focus on charge rates for these groups among those individuals that have been arrested, rather than comparing charge rates to the representative composition in the community that is associated with that group. “This leads to the third component of the analysis, in which SUBRECIPIENT shall compare the average decision to bring charges, guilty rate, sentences, etc., after controlling for the requested charges (or something similar) in a case. More plainly stated, SUBRECIPIENT shall establish a fair comparison across cases so that SUBRECIPIENT can determine if discrepancies exist by race. This process usually involves 140-160 hours.

- g. **Ongoing Data Analytics** – Once SUBRECIPIENT has completed the process of ingesting data, conducting a data audit, backfilling necessary content, and verifying the data that is used in the Racial Justice Act analysis, future requests for data analytics will involve considerably less effort and lower costs. The data used in future analyses will need to be periodically updated so that SUBRECIPIENT is utilizing the most comprehensive and up-to-date content, should that be necessary. Additionally, future data ingestion efforts will require the same level of verifying and data backfilling, but only for the new content. Importantly, requests for additional data analyses will not require learning new institutional details about the District Attorney’s office, as this effort will have already been undertaken through the analysis of the Racial Justice Act.
- h. **Development of Internal Data Dashboard** – Once SUBRECIPIENT has constructed an analytically accurate and complete data set for the prosecutor’s office, SUBRECIPIENT shall construct an internal data dashboard, intended for use by the management team in the Santa Barbara Prosecutor’s Office. The dashboard shall be developed with a limited time delay (e.g., 1-day delay) and analytics will be constantly running and updating. The dashboard shall provide basic information pertaining to workflow (e.g., number of cases per Deputy District Attorney, number of active cases broken apart by case type), more nuanced information (e.g., the average length of time from filing to final disposition by case type), as well as an outlier analysis. In addition to analytics that the SUBRECIPIENT has already identified as potentially useful, SUBRECIPIENT shall work with the management team to generate the most fruitful set of analytics to improve management decision-making.
- i. **Expert witness testimony** - If needed, SUBRECIPIENT can provide expert witness testimony. This is not included in the initial work but can be discussed on an as-needed basis.

- 1. SUBRECIPIENT charges \$400 per hour for expert witness preparation and testimony.

4. **Indemnification and Insurance:**

SUBRECIPIENT agrees to the indemnification and insurance provisions with no special limitations affecting COUNTY OF SANTA BARBARA as set forth in EXHIBIT C attached hereto and incorporated herein by reference.

5. **Confidentiality:**

- a. Confidential information is defined as all information disclosed to SUBRECIPIENT which relates to COUNTY’S past, present, and future activities, as well as activities under this Agreement.
- b. SUBRECIPIENT shall hold all such information as SUBRECIPIENT may receive, if any, in trust and confidence, except with the prior written approval of COUNTY.
- c. Upon termination or expiration of this Agreement, SUBRECIPIENT shall return to COUNTY all written and descriptive matter which contains any such confidential information, except that SUBRECIPIENT

may retain for its files a copy of SUBRECIPIENT's work product if such product has been made available to the public by COUNTY.

EXHIBIT B
BUDGET AND PAYMENT ARRANGEMENTS

1. Introduction

The purpose of this Budget and Payment Arrangements is to further describe the requirements referenced above in this Agreement.

2. Budget:

Exhibit B – Attachment 1 represents the Project Budget.

3. Compensation:

- a. In consideration of SUBRECIPIENT'S fulfillment of the promised work, COUNTY shall pay SUBRECIPIENT at the rates of \$300 per hour for data services and \$400 per hour for expert witness preparation and testimony.
- b. Notwithstanding subparagraph 3(a), the maximum payments under this Agreement shall not exceed a total of five hundred and ten thousand dollars (\$510,000.00) for professional services; provided, however, such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered.

4. Method of Payment:

- a. All payments for compensation and reimbursement for expenses shall be made only upon presentation by SUBRECIPIENT to COUNTY of an itemized billing invoice in a form acceptable to the Santa Barbara County Auditor-Controller, which indicates SUBRECIPIENT'S name, remittance address, billing contact information, Taxpayer Identification Number, Board Contract number, SUBRECIPIENT invoice number, an itemized list of the services performed during the billing period and the total amount for the monthly billing period.
 1. SUBRECIPIENT shall submit invoices, with itemized staff that performed services under the Agreement, once per month, by the fifteenth calendar day of the month for all services performed in the preceding month, to COUNTY via e-mail at DAaccountspayable@co.santa-barbara.ca.us.
- b. Payment for services rendered shall be remitted by COUNTY to SUBRECIPIENT at Sicuro Data Analytics, LLC, 317 West Ventura Blvd. Suite#1041, Camarillo, CA 93010. SUBRECIPIENT shall notify COUNTY of any changes to the remittance address.
- c. So that COUNTY may properly comply with its reporting obligations under federal and State laws pertaining to taxation, if SUBRECIPIENT is or becomes a corporation during the term of this Agreement, proof that such status is currently recognized by and complies with the laws of both the state of incorporation or organization and the State of California, if different, shall be provided to COUNTY upon request in a form satisfactory to the County of Santa Barbara Auditor-Controller. Such proof shall include, but need not be limited to, a copy of any annual or other periodic filings or registrations required by the state of origin or California, the current address for service of process, and the name of any agent designated for service of process by SUBRECIPIENT within the State of California.

EXHIBIT B- Attachment 1

Fiscal Year	Budget Item	Cost
FY 2022-23	<u>Office visit, data ingestion, cleaning, and audit</u>	<u>\$ 95,000</u>
FY 2023-24	Racial Justice Act analysis	\$ 100,000
	Dashboard	\$ 50,000
	<u>Ongoing analytics</u>	<u>\$ 100,000</u>
		\$ 250,000
FY 2024-25	Dashboard	\$ 25,000
	<u>Ongoing analytics</u>	<u>\$ 140,000</u>
		\$ 165,000
Total Project Cost		<u>\$ 510,000</u>

EXHIBIT C

Indemnification and Insurance Requirements (For Information Technology Contracts)

INDEMNIFICATION

SUBRECIPIENT agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by COUNTY on account of any claim except where such indemnification is prohibited by law. SUBRECIPIENT'S indemnification obligation applies to COUNTY'S active as well as passive negligence but does not apply to COUNTY'S sole negligence or willful misconduct.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

SUBRECIPIENT shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

INSURANCE

SUBRECIPIENT shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the SUBRECIPIENT, its agents, representatives, employees or subSUBRECIPIENTS.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if SUBRECIPIENT has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. **(Not required if SUBRECIPIENT provides written verification that it has no employees)**
4. **Professional Liability (Errors and Omissions)** Insurance appropriate to the SUBRECIPIENT'S profession, with limit of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.
5. **Cyber Liability Insurance:** Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the SUBRECIPIENT in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion

of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

If the SUBRECIPIENT maintains higher limits than the minimums shown above, the COUNTY requires and shall be entitled to coverage for the higher limits maintained by the SUBRECIPIENT. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

B. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the SUBRECIPIENT including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the SUBRECIPIENT'S insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).
2. **Primary Coverage** – For any claims related to this Agreement, the SUBRECIPIENT's insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, agents or volunteers shall be excess of the SUBRECIPIENT'S insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
4. **Waiver of Subrogation Rights** – SUBRECIPIENT hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said SUBRECIPIENT may acquire against the COUNTY by virtue of the payment of any loss under such insurance. SUBRECIPIENT agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the SUBRECIPIENT to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
7. **Verification of Coverage** – SUBRECIPIENT shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the SUBRECIPIENT'S obligation to provide them. The SUBRECIPIENT shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.
9. **SubSUBRECIPIENTS** – SUBRECIPIENT shall require and verify that all subSUBRECIPIENTS maintain insurance meeting all the requirements stated herein, and SUBRECIPIENT shall ensure that COUNTY is an additional insured on insurance required from subSUBRECIPIENTS.
10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
 - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
 - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the SUBRECIPIENT must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.
11. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. SUBRECIPIENT agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY.

EXHIBIT D
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUND REQUIRED TERMS
SUBRECIPIENT AGREEMENT

This Agreement is funded through the Coronavirus State and Local Fiscal Recovery Fund (SLFRF), a part of the American Rescue Plan Act (ARPA or Act), Pub. L. No. 117-2 (March 11, 2021) (codified as 42 U.S.C. § 801 *et seq.*). ARPA imposes certain requirements through the Act, its implementing regulations at 2 CFR Part 200, the Award Terms and Conditions imposed by the U.S. Department of the Treasury (Treasury) onto the COUNTY, and Treasury's *Coronavirus State and Local Fiscal Recovery Funds Compliance and Reporting Guidance*. In recognition of these funding requirements, SUBRECIPIENT agrees to the following provisions:

1. GENERAL COMPLIANCE.

- A. SUBRECIPIENT shall comply with the requirements of the Act; the SLFRF; the United States Department of the Treasury Coronavirus State Fiscal Recovery Fund Award Terms and Conditions imposed by the U.S. Department of the Treasury (Treasury) onto the COUNTY; and all other applicable federal, state, and local laws, regulations, ordinances, orders, rules, guidelines, directives, circulars, bulletins, notices, and policies governing SLFRF currently and as they may be amended from time to time.
- B. SUBRECIPIENT agrees to comply with the requirements of Section 603 of the Act, regulations adopted by Treasury pursuant to Section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. SUBRECIPIENT also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and SUBRECIPIENT shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this subaward.
- C. Federal regulations applicable to this subaward include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this subaward.
 - ii. Universal Identifier and System for Award Management (SAM) 2 CFR Part 25, pursuant to which the award term set forth in Appendix A to 2 CFR Part 25, is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 CFR Part 170, pursuant to which the award term set forth in Appendix A to 2.CFR Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 CFR Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 CFR Part 180, subpart B) that the award is subject to 2 CFR Part 180 and Treasury's implementing regulation at 31 CFR Part 19.

- v. Recipient Integrity and Performance matters, pursuant to which the award term set forth in 2 CFR Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
- vi. Governmentwide Requirements for Drug-Free Workplace, 31 CFR Part 20.
- vii. New Restrictions on Lobbying, 31 CFR Part 21.
- viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. Sections 4601-4655) and implementing regulations.
- ix. Generally applicable federal environmental laws and regulations.

D. Statutes and regulations prohibiting discrimination applicable to this subaward, include without limitation, the following:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. Sections 2000d et seq.) and Treasury's implementing regulations at 31 CFR Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. Sections 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
- iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
- iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. Sections 6101 et seq.), and Treasury's implementing regulations at 31 CFR Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
- v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. Sections 12010 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

2. USE OF FUNDS.

- A. SUBRECIPIENT agrees that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of this Agreement.
- B. SUBRECIPIENT understands and agrees the funds disbursed under this subaward may only be used in compliance with Sections 603(c) of the Act and Treasury's regulations implementing those sections and guidance.

3. REPORTING.

SUBRECIPIENT shall comply with any reporting obligations established by the Treasury, as they relate to this Agreement, upon request from COUNTY.

4. MAINTENANCE OF AND ACCESS TO RECORDS.

- A. Pursuant to 2 CFR section 200.337 and Section 4 of the Award Terms and Conditions, SUBRECIPIENT shall maintain records and financial documents sufficient for COUNTY to show compliance with Sections 602(c) and 603(c) of the Act, Treasury's regulations implementing those sections, and guidance regarding the eligible uses of funds.
- B. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of SUBRECIPIENT in order to conduct audits or other investigations.
- C. Records shall be maintained by SUBRECIPIENT for a period of five (5) years after final payment for the Services.

PRE-AWARD COSTS.

Pre-award costs, as defined in 2 CFR section 200.458, may not be paid with funding from this subaward.

ADMINISTRATIVE COSTS.

SUBRECIPIENT may use funds provided under this subaward to cover both direct and indirect costs.

CONFLICT OF INTEREST.

- A. SUBRECIPIENT covenants that SUBRECIPIENT presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. SUBRECIPIENT further covenants that in the performance of this Agreement, no person having any such interest shall be employed by SUBRECIPIENT. SUBRECIPIENT must promptly disclose to COUNTY, in writing, any potential conflict of interest. COUNTY retains the right to waive a conflict of interest disclosed by SUBRECIPIENT if COUNTY determines it to be immaterial, and such waiver is only effective if provided by COUNTY to SUBRECIPIENT in writing.
- B. SUBRECIPIENT understands and agrees it must maintain a conflict of interest policy consistent with 2 CFR section 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. SUBRECIPIENTs must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 CFR section 200.112.

TERMINATION.

- 2. By COUNTY. COUNTY may, by written notice to SUBRECIPIENT, terminate this Agreement in whole or in part at any time, whether for COUNTY's convenience, for nonappropriation of funds, or because of the failure of SUBRECIPIENT to fulfill the obligations herein.

- a. **For Convenience.** COUNTY may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, SUBRECIPIENT shall, as directed by COUNTY, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on COUNTY from such winding down and cessation of services.
 - b. **For Nonappropriation of Funds.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or COUNTY governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then COUNTY will notify SUBRECIPIENT of such occurrence and COUNTY may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the term.
 - c. **For Cause.** Should SUBRECIPIENT default in the performance of this Agreement or materially breach any of its provisions, COUNTY may, at COUNTY's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, SUBRECIPIENT shall immediately discontinue all services affected (unless the notice directs otherwise) and notify COUNTY as to the status of its performance. The date of termination shall be the date the notice is received by SUBRECIPIENT, unless the notice directs otherwise.
3. **By SUBRECIPIENT.** Should COUNTY fail to pay SUBRECIPIENT all or any part of the payment set forth in EXHIBIT B, SUBRECIPIENT may, at SUBRECIPIENT's option terminate this Agreement if such failure is not remedied by COUNTY within thirty (30) days of written notice to COUNTY of such late payment.
 4. Upon termination, SUBRECIPIENT shall deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other property, records, documents, or papers as may have been accumulated or produced by SUBRECIPIENT in performing this Agreement, whether completed or in process, except such items as COUNTY may, by written permission, permit SUBRECIPIENT to retain. Notwithstanding any other payment provision of this Agreement, COUNTY shall pay SUBRECIPIENT for satisfactory services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall SUBRECIPIENT be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. SUBRECIPIENT shall furnish to COUNTY such financial information as in the judgment of COUNTY is necessary to determine the reasonable value of the services rendered by SUBRECIPIENT. In the event of a dispute as to the reasonable value of the services rendered by SUBRECIPIENT, the decision of COUNTY shall be final. The foregoing is cumulative and shall not affect any right or remedy which COUNTY may have in law or equity.

OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY.

- A. COUNTY shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, all photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials, and any material necessary for the practical use of such items, from the time of

collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. SUBRECIPIENT shall not release any of such items to other parties except after prior written approval of COUNTY.

- B. Unless otherwise specified in the Agreement, SUBRECIPIENT hereby assigns to COUNTY all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials prepared or provided by SUBRECIPIENT pursuant to this Agreement (collectively referred to as "Copyrightable Works and Inventions"). COUNTY shall have the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any Copyrightable Works and Inventions. SUBRECIPIENT agrees to take such actions and execute and deliver such documents as may be needed to validate, protect, and confirm the rights and assignments provided hereunder. SUBRECIPIENT warrants that any Copyrightable Works and Inventions and other items provided under this Agreement will not infringe upon any intellectual property or proprietary rights of any third party. SUBRECIPIENT at its own expense shall defend, indemnify, and hold harmless COUNTY against any claim that any Copyrightable Works or Inventions or other items provided by SUBRECIPIENT hereunder infringe upon intellectual or other proprietary rights of a third party, and SUBRECIPIENT shall pay any damages, costs, settlement amounts, and fees (including attorneys' fees) that may be incurred by COUNTY in connection with any such claims. This Ownership of Documents and Intellectual Property provision shall survive expiration or termination of this Agreement.

EQUAL EMPLOYMENT OPPORTUNITY.

During the performance of this Agreement, SUBRECIPIENT agrees as follows:

- A. SUBRECIPIENT will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. SUBRECIPIENT will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. SUBRECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. SUBRECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of SUBRECIPIENT, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- i. SUBRECIPIENT will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of SUBRECIPIENT'S commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- ii. SUBRECIPIENT agrees to comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, as supplemented in Department of Labor regulations (41 CFR Part 60)

and all other applicable rules, regulations, and relevant orders of the Secretary of Labor. Title 41 CFR section 60.14 applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the regulation were specifically set out herein and SUBRECIPIENT agrees to comply with said regulation.

- iii. SUBRECIPIENT will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- iv. In the event of SUBRECIPIENT'S noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be cancelled, terminated, or suspended in whole or in part and SUBRECIPIENT may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- v. SUBRECIPIENT will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (F) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each SUBRECIPIENT or vendor. SUBRECIPIENT will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a SUBRECIPIENT becomes involved in, or is threatened with, litigation with a SUBRECIPIENT or vendor as a result of such direction by the administering agency SUBRECIPIENT may request the United States to enter into such litigation to protect the interests of the United States.

NONDISCRIMINATION.

- C. SUBRECIPIENT shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement.
- D. SUBRECIPIENT shall report any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome.

- E. SUBRECIPIENT shall incorporate the language in Section 10 (A) through (B). in every agreement with a contract or purchase order funded under this Agreement.
- F. SUBRECIPIENT shall comply with the Age Discrimination Act of 1975, 42 U.S.C. 6101 et seq., as codified at 45 CFR Part 91, which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.
- G. SUBRECIPIENT shall comply with Title IX of the Education Amendments of 1972, 20 U.S.C. 1681, 1682, 1683, 1685, and 1686, as codified at 45 CFR Part 86, which provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance.

CLEAN AIR ACT.

- H. SUBRECIPIENT agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- I. SUBRECIPIENT agrees to report each violation to the California Environmental Protection Agency and understands and agrees that the California Environmental Protection Agency will, in turn, report each violation as required to assure notification to the COUNTY, the Federal Agency which provided funds in support of this Agreement, and the appropriate Environmental Protection Agency Regional Office.
- J. SUBRECIPIENT agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

FEDERAL WATER POLLUTION CONTROL ACT.

- A. SUBRECIPIENT agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- B. SUBRECIPIENT agrees to report each violation to the California State Water Resources Control Board and understands and agrees that the California State Water Resources Control Board will, in turn, report each violation as required to assure notification to the COUNTY, the Federal Agency which provided funds in support of this Agreement, and the appropriate Environmental Protection Agency Regional Office.
- C. SUBRECIPIENT agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

DEBARMENT AND SUSPENSION.

- A. As required by 2 CFR section 200.214, SUBRECIPIENT warrants that it is not subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR Part 180, which restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. SUBRECIPIENT certifies that it shall not contract with a SUBRECIPIENT that is so debarred or suspended.
- B. This certification is a material representation of fact relied upon by COUNTY. If it is later determined that SUBRECIPIENT did not comply with 2 CFR Part 180, subpart C and 2 CFR Part

3000, subpart C, in addition to remedies available to the California Governor's Office of Emergency Services and COUNTY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

- C. This Agreement is a covered transaction for purposes of 2 CFR Part 180 and 2 CFR Part 3000. As such SUBRECIPIENT is required to verify that none of the SUBRECIPIENT, its principals (defined at 2 CFR section 180.995), or its affiliates (defined at 2 CFR section 180.905) are excluded (defined at 2 CFR section 180.940) or disqualified (defined at 2 CFR section 180.935).
- D. SUBRECIPIENT must comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- E. The bidder or proposer agrees to comply with the requirements of 2 CFR Part 180, subpart C and 2 CFR Part. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED).

SUBRECIPIENT shall file the required certification attached as Attachment A Certification for Contracts, Grants, Loans, and Cooperative Agreement (Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (As Amended)), which is incorporated herein by this reference. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

PROCUREMENT OF RECOVERED MATERIALS.

- A. In the performance of this Agreement, SUBRECIPIENT shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—
 - i. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - ii. Meeting contract performance requirements; or
 - iii. At a reasonable price.
- B. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

DOMESTIC PREFERENCES FOR PROCUREMENTS.

- A. As appropriate and to the extent consistent with law, the SUBRECIPIENT should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or

materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all contract agreements.

B. For purposes of this section:

- i. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- ii. “Manufactured products” means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**PROHIBITION ON CERTAIN TELECOMMUNICATIONS PROHIBITION ON CERTAIN
TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.**

A. SUBRECIPIENT is prohibited from obligating or expending loan or grant funds to:

- i. Procure or obtain;
- ii. Extend or renew a contract to procure or obtain; or
- iii. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

B. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

C. Telecommunications or video surveillance services provided by such entities or using such equipment.

D. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

E. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

F. See Public Law 115-232, section 889 for additional information.

G. See also 2 CFR section 200.471.

MANDATORY DISCLOSURE.

SUBRECIPIENT must disclose, in a timely manner, in writing to the COUNTY all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the award. SUBRECIPIENT is required to report certain civil, criminal, or administrative proceedings to the System for Award Management (SAM) located at www.sam.gov. Failure to make required disclosures can result in any of the remedies described in 2 CFR section 200.338 Remedies for noncompliance, including suspension or debarment. (See also 2 CFR Part 180 and 31 U.S.C. 3321.)

REMEDIES FOR NONCOMPLIANCE.

- K. In the event of SUBRECIPIENT's noncompliance with Sections 602 and 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury or the COUNTY may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 CFR Section 200.339. In the case of a violation of Section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in Section 603(e) of the Act.
- L. In addition, in the event COUNTY determines that SUBRECIPIENT is not in compliance with the terms and conditions set forth herein, COUNTY may:
 - i. Wholly or partly suspend or terminate the Agreement.
 - ii. Require payments as reimbursements rather than advance payments;
 - iii. Withhold authority to proceed to the next phase until receipt of evidence of acceptable performance within a given period of performance;
 - iv. Require additional, more detailed financial reports;
 - v. Require additional project monitoring;
 - vi. Requiring SUBRECIPIENT to obtain technical or management assistance; or
 - vii. Establish additional prior approvals.
 - viii. Take other remedies that may be legally available.

PREVAILING WAGE

If this project meets the requirements under U.S. Treasury's FAQ dated April 27, 2022, section 6.15, the Davis-Bacon Act requirements (prevailing wage rates) do not apply to projects funded solely with ARPA awarded funds. Subrecipients and SUBRECIPIENTS may be otherwise subject to the requirements of Davis-Bacon Act, when APRA funds are used on a construction project in conjunction with funds from another federal program that requires enforcement of the Davis-Bacon Act. State of California Prevailing Wage Laws will apply to these funds.

COPELAND ACT.

The SUBRECIPIENT shall comply with the requirements of 29 CFR Part 3 as supplemented by Department of Labor regulations (29 CFR Part 3, "SUBRECIPIENTS and SubSUBRECIPIENTS on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States") which are hereby incorporated by reference in this Agreement. SUBRECIPIENT is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. In the case of a conflict with California Prevailing Wage law, California Prevailing Wage Law shall apply.

CONTRACT WORK HOURS AND SAFETY STANDARDS - OVERTIME COMPENSATION.

- A. Overtime requirements. No SUBRECIPIENT or SUBRECIPIENT employing laborers or mechanics shall require or permit them to work over 40 hours in any workweek unless they are paid at least 1 and 1/2 times the basic rate of pay for each hour worked over 40 hours.
- B. Violation; liability for unpaid wages; liquidated damages. The responsible SUBRECIPIENT or SUBRECIPIENT are liable for unpaid wages if they violate the terms in paragraph A. of this clause. In addition, the SUBRECIPIENT or SUBRECIPIENT are liable for liquidated damages payable to the Government. The COUNTY will assess liquidated damages at the rate of \$10 per affected employee for each calendar day on which the employer required or permitted the employee to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the Contract Work Hours and Safety Standards statute (found at 40 U.S.C. chapter 37).
- C. Withholding for unpaid wages and liquidated damages. The COUNTY will withhold from payments due under the contract sufficient funds required to satisfy any SUBRECIPIENT or subSUBRECIPIENT liabilities for unpaid wages and liquidated damages. If amounts withheld under the contract are insufficient to satisfy SUBRECIPIENT or SUBRECIPIENT liabilities, the COUNTY will withhold payments from other Federal or Federally assisted contracts held by the same SUBRECIPIENT that are subject to the Contract Work Hours and Safety Standards statute.
- D. Payrolls and basic records.
 - i. The SUBRECIPIENT or its SUBRECIPIENTS shall maintain payrolls and basic payroll records for all laborers and mechanics working on the contract during the contract and shall make them available to the Government until 3 years after contract completion. The records shall contain the name and address of each employee, social security number, labor classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records need not duplicate those required for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Construction Wage Rate Requirements statute.
 - ii. The SUBRECIPIENT and its SUBRECIPIENTS shall allow authorized representatives of the COUNTY or the Department of Labor to inspect, copy, or transcribe records maintained under paragraph D.1. of this clause. The SUBRECIPIENT or SUBRECIPIENT also shall allow authorized representatives of the COUNTY or Department of Labor to interview employees in the workplace during working hours.
- E. Subcontracts. The SUBRECIPIENT shall insert the provisions set forth in paragraphs A. through

D. of this clause in subcontracts may require or involve the employment of laborers and mechanics and require SUBRECIPIENTS to include these provisions in any such lower-tier contracts. The SUBRECIPIENT shall be responsible for compliance by any SUBRECIPIENTS or lower-tier SUBRECIPIENTS with the provisions set forth in paragraphs "A" through "D" of this clause.

- F. In the case of a conflict with California Prevailing Wage law, California Prevailing Wage Law shall apply.

HATCH ACT.

SUBRECIPIENT agrees to comply, as applicable, with the requirements of the Hatch Act (5 U.S.C. Sections 1501-1508 and 7234-7238), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

FALSE STATEMENTS.

SUBRECIPIENT understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

PUBLICATIONS.

Any publications produced with funds from this subaward must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number SLFRP5502 awarded to the County of Santa Barbara by the U.S. Department of the Treasury."

DEBTS OWED TO THE FEDERAL GOVERNMENT.

- M. Any funds paid to SUBRECIPIENT (1) in excess of the amount to which SUBRECIPIENT is finally determined to be authorized to retain under the terms of this subaward; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to Sections 603(e) of the Act and have not been repaid by SUBRECIPIENT shall constitute a debt to the federal government.
- N. Any debts determined to be owed the federal government must be paid promptly by SUBRECIPIENT. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the SUBRECIPIENT knowingly or improperly retains funds that are a debt described in subsection i. above. Treasury will take any actions available to it to collect such a debt.
- O. If U.S. Department of the Treasury demand reimbursement from COUNTY for COUNTY's payments to SUBRECIPIENT due to SUBRECIPIENT's failure to comply with the terms of, including but not limited to, a notice of award, any applicable term of this Agreement, or any law, regulation, ordinance, order, rule, directive, circular, bulletin, notice guideline or policy referred to herein, or as may become applicable at any time, SUBRECIPIENT shall fully and completely reimburse COUNTY in the total amount of such disallowed payments. This provision shall survive the termination or expiration of this Agreement.

DISCLAIMER.

- P. The United States and COUNTY expressly disclaim any and all responsibility or liability to SUBRECIPIENT or third persons for the actions of the SUBRECIPIENT or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this subaward or any other losses resulting in any way from the performance of this subaward or any contract or subcontract under this award.
- Q. The acceptance of this subaward by SUBRECIPIENT does not in any way establish an agency relationship between the United States and SUBRECIPIENT.

PROTECTION FOR WHISTLEBLOWERS.

- R. In accordance with 41 U.S.C. Section 4712, SUBRECIPIENT may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- i. The list of persons and entities referenced in the paragraph above includes the following:
 1. A member of Congress or a representative of a committee of Congress;
 2. An Inspector General;
 3. The Government Accountability Office;
 4. A Treasury employee responsible for contract or grant oversight or management;
 5. An authorized official of the Department of Justice or other law enforcement agency;
 6. A court or grand jury; or
 7. A management official or other employee of SUBRECIPIENT, SUBRECIPIENT, or subSUBRECIPIENT who has the responsibility to investigate, discover, or address misconduct.
 - ii. SUBRECIPIENT shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

INCREASING SEAT BELT USE IN THE UNITED STATES.

Pursuant to Executive Order 13043, 62 FR 19217 (April 18, 1997), SUBRECIPIENT should encourage its SUBRECIPIENTS to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

REDUCING TEXT MESSAGING WHILE DRIVING.

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), SUBRECIPIENT should encourage its employees, SUBRECIPIENTS, and SUBRECIPIENTS to adopt and enforce policies that ban text messaging while driving, and SUBRECIPIENT should establish workplace safety policies to decrease accidents caused by distracted drivers.

TABLE 1: FEDERAL AWARD INFORMATION: COUNTY.

The following Federal Award Information is provided in accordance with 2 CFR section 200.332.

Federal Award Identification		
1	SUBRECIPIENT Name	Sicuro Data Analytics, LLC.
2	Place of Performance (Address, City, State, Zip)	317 West Ventura Blvd #1041 Camarillo, CA 93010
3	SUBRECIPIENT Contact (Email)	gregory.deangelo@gmail.com
4	SUBRECIPIENT Unique Entity Number (DUNS; UEI Number)	
5	Federal Award Identification Number (FAIN)	SLFRP5502
6	Federal Award Date	September 2021
7	Subaward Period of Performance & Budget Period- Start Date	December 1, 2022
8	Subaward Period of Performance & Budget Period- End Date	December 31, 2024
9	Amount of Federal Funds Obligated by this Action by Pass Through to SUBRECIPIENT	\$510,000
10	Total Amount of Federal Funds Obligated to SUBRECIPIENT by Pass Through Including Current Financial Obligation	\$510,000
11	Total Amount of Federal Award Committed to the SUBRECIPIENT by the Pass Through Entity	\$510,000
12	Federal Award Project Description	Statistical analysis of criminal charging and outcomes
13	Federal Awarding Agency	Department of the Treasury
14	Pass Through Entity	County of Santa Barbara
15	Contact Information for Awarding Official of Pass Through Entity	Mona Miyasato, County Executive Officer, (805) 568-3400
16	CFDA Number	21.027
17	CFDA Name	Coronavirus State and Local Fiscal Recovery Funds
18	Is Award for Research and Development?	No
19	Indirect Cost Rate for Award	
20	Requirements Imposed by Pass Through Entity	See Sections 10-31 of this Exhibit
21	Additional requirements- Financial and Performance Reports	See Sections 3-4 of this Exhibit
22	Access to SUBRECIPIENT Records	See Section 4 of this Exhibit
23	Closeout Terms and Conditions	See Section 8(C) of this Exhibit

24	Is the SUBRECIPIENT Registered on SAM.gov (Yes/No)	No
25	If not registered on SAM.gov (Question #24) did the SUBRECIPIENT receive 80% or more of its annual gross revenue from federal funds in the preceding fiscal year (Yes/No)	No
26	If not registered on SAM.gov (Question #24) did the SUBRECIPIENT receive \$25 million or more of its annual gross revenue from federal funds in the preceding fiscal year (Yes/No)	No

Attachment A
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

(Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (As Amended))

The undersigned SUBRECIPIENT certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all SUBRECIPIENTS shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

SUBRECIPIENT certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, SUBRECIPIENT understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

DocuSigned by:

BC0B451FA2B14BA

11/22/2022

Signature of SUBRECIPIENT's Authorized Official

Date

Greg DeAngelo

President

Name and Title of SUBRECIPIENT's Authorized Official

Budget Journal Entry

Document Number: BJE - 0008637 Batch ID: 2717841 Created On: 11/8/2022 4:23:26 PM
 Document Description: DA Contract with Sicuro Data Analytics Processed On: Created By: Nicole Myung
 Post On: 12/6/2022 Processed By:

References

Audit Trail: Actualizing JE:

Budget Revision Request

Agenda Item: Agenda Date: 12/6/2022 Approval: BOS 3/5 Has Board Letter: Yes

Related Event:

Title: Transfer funding for DA Contract with Sicuro Data Analytics

Budget Action: Increase appropriations of \$95,000 in the District Attorney's Office General Fund for Services and Supplies funded by an Operating Transfer from the COVID-19 General Assistance Fund. Increase appropriations of \$95,000 in County Executive Office COVID-19 General Assistance Fund for Other Financing Uses funded by American Recovery Plan Act revenue.

Justification: The County Executive Office approved the appropriation of \$510,000 for the District Attorney's Office to fund a two-year agreement with Sicuro Data Analytics for the development of an internal data dashboard, Racial Justice Act analysis, and ongoing data analytics. Project costs will be fully-funded by American Rescue Plan (ARPA) funds. It is anticipated that \$95,000 will be spent in the current fiscal year (FY 2022-23).

Budget Revision Request Financial Summary

Fund	Department	Project	Object Level	Source Amount	Use Amount
0002 - COVID-19 General Assistance	012 - County Executive Office		26 - Intergovernmental Revenue-Federal	95,000.00	0.00
0002 - COVID-19 General Assistance	012 - County Executive Office		70 - Other Financing Uses	0.00	95,000.00
Fund: 0002 - COVID-19 General Assistance, Department: 012 - County Executive Office Total:				95,000.00	95,000.00
0001 - General	021 - District Attorney		40 - Other Financing Sources	95,000.00	0.00
0001 - General	021 - District Attorney		55 - Services and Supplies	0.00	95,000.00

Budget Journal EntryFund: 0001 - General, Department: 021 - District Attorney Total: 95,000.00 95,000.00**Accounting**

Fund	Dept	GL Acct	LI Acct	Debit Amount	Credit Amount	Prog	OUnit	Proj	Budget Period	Description
0001	021	2530	7510		95,000.00	1001		34CJDP	202211	FY 22-23 DA Contract with Sicuro Data Analytics
0001	021	2420	5911	95,000.00		1001		34CJDP	202211	FY 22-23 DA Contract with Sicuro Data Analytics
0002	012	2530	7901		95,000.00	6034		34CJDP	202306	FY 22-23 DA Contract with Sicuro Data Analytics
0002	012	2420	4610	95,000.00		6034		34CJDP	202306	FY 22-23 DA Contract with Sicuro Data Analytics
Total				<u>190,000.00</u>	<u>190,000.00</u>					

Signatures

Signed By	Approval Level	Department/Agency-Fund Group	Signed On	Valid
Nicole Myung	Fund/Department	021-District Attorney Funds	11/10/2022 9:47:25 AM	Y
Michael Soderman	Fund/Department	021-District Attorney Funds	11/10/2022 11:00:29 AM	Y
Dana Grossi	CEO Analyst	All Depts-All Funds	11/10/2022 11:06:51 AM	Y
Wesley Welch	CEO Analyst	All Depts-All Funds	11/10/2022 2:30:10 PM	Y
Sara Weal	FACS Supervisor	All Depts-All Funds	11/16/2022 11:23:11 AM	Y
Robert Geis	Chief Deputy Controller	All Depts-All Funds	11/16/2022 1:06:28 PM	Y
Nancy Anderson	Budget Director	All Depts-All Funds	11/16/2022 1:43:45 PM	Y



SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



ITEM: 3.15
(ID # 19803)

MEETING DATE:

Tuesday, August 30, 2022

FROM : DISTRICT ATTORNEY:

SUBJECT: DISTRICT ATTORNEY: Approval of the Professional Services Agreement with Sicuro Data Analytics, LLC Without Seeking Competitive Bids for up to Three Years through June 30, 2025: All Districts; [Total Aggregate Cost - \$1,742,000; which includes up to \$158,400 in additional contingencies. 100% Departmental Funds]

RECOMMENDED MOTION: That the Board of Supervisors:

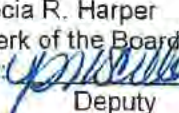
1. Approve the Professional Services Agreement with Sicuro Data Analytics, LLC, a California limited liability company, for a total aggregate amount of \$1,742,400 for three years through June 30, 2025, and authorize the Department Head or designee to sign the Agreement on behalf of the County; and
2. Authorize Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved by County Counsel: (a) to sign amendments that exercise the options of the agreement including modifications of the statement of work that stay within the intent of the Agreement; (b) move the allocated funds among the vendors; (c) and sign amendments to the compensation provisions that do not exceed the sum total of ten percent (10%) of the total annual cost of the contract.

ACTION: Policy

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Spiegel, seconded by Supervisor Perez and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: August 30, 2022
xc: DA

Kecia R. Harper
Clerk of the Board
By: 
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 528,000	\$ 528,000	\$ 1,742,400	\$ 528,000
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% Departmental Asset Forfeiture Sub Funds			Budget Adjustment: Yes	
			For Fiscal Year: 22/23 – 24/25	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The move to data informed decision making is the current expectation of public sector agencies, and the Riverside County District Attorney's Offices are no exception. Data provides transparency to the community about the actions being taken by the District Attorney's Office to ensure the safety of the community. Additionally, the measure of fairness and equity within the California criminal justice system has changed from qualitative evaluations of individual cases to an assessment focused heavily on quantitative analysis generated from case-level data. Groups working to reform the criminal justice system frequently rely on targeted statistics to support certain conclusions about the administration of justice. However, raw statistics can be misleading. Even the most well-intentioned evaluations can be inaccurate if based only upon a subset of available data, and especially if the analysis relies on missing or erroneous data.

It is against this backdrop that *Assembly Bill 2542*, the Racial Justice Act (now codified as Penal Code §745) was enacted. PC§ 745 provides remedies to defendants who allege disparate treatment based on race, ethnicity, or national origin. To establish disparate treatment, petitioners look to "statistical evidence or aggregate data [that] demonstrate a significant difference in seeking or obtaining convictions or in imposing sentences comparing individuals who have committed similar offenses and are similarly situated, and the prosecution cannot establish race-neutral reasons for the disparity."

Thus, it is incumbent upon prosecutors to ensure that the data relied upon in this process compares "similar offenses" and individuals who are "similarly situated". These critical components represent some of the most difficult items to measure for District Attorney's Offices, especially since as these categories have the potential to produce considerable ambiguity in discerning appropriate comparisons given the large number of differences between defendants and across case types.

Obtaining and analyzing appropriate data is remarkably difficult and time-consuming, and many District Attorney's Offices have begun working with groups that have significant experience in conducting complicated empirical analyses of raw administrative data. These niche

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

businesses have come to recognize that accurate data mining requires identifying "otherwise similar" defendants, and then conducting a comparison of prosecutor choices for these individuals.

To analyze our historical data fairly, objectively, and comprehensively, the Riverside County District Attorney's Office requests approval to enter into a contract with Sicuro Data Analytics, LLC, a California limited liability company. Sicuro Data Analytics is comprised of a team of experts that specialize in complex data retrieval and analysis in numerous professional capacities, including several District Attorney's Offices in the State of California. Through an initial engagement with Sicuro Data Analytics, the Riverside County District Attorney's office learned of numerous issues in our existing data that must be addressed before any component analysis can be completed. This must also be addressed before we share accurate data with external parties via California Public Records Act requests.

Through this contract, Sicuro Data Analytics will backfill missing content in the existing case management system and then clean the existing data to remove inaccurate data entry or erroneous content. The current content contained in the case management system is populated by attorneys and clerical staff, making the database heavily dependent upon human efforts to keep the system up-to-date, accurate, and comprehensive. This has resulted in two major issues for the District Attorney's Office. First, human data entry is vulnerable to data entry error, which is increasingly problematic as data becomes more critical in the performance evaluation of criminal justice system actors. Second, the resources that would normally have been devoted to ensuring that content is uploaded into the case management system have not existed for the previous decade due to prior budget shortages and difficulties in backfilling existing vacancies. As an example, Sicuro Data Analytics identified that the existing case management system being utilized by the Riverside County District Attorney's Office is missing 80% of sentencing and 30% of final disposition information, which are critical data elements in ensuring the fairness of our criminal justice systems, as well as the safety of our community.

Ultimately, access to accurate and complete data assists in ensuring equitable and fair treatment under the law regardless of race, ethnicity or national origin, and may provide trajectory analyses to identify which prosecutorial options work to reduce recidivism. By ensuring accurate and comprehensive data within the Riverside County District Attorney's Office, Sicuro Data Analytics can then proceed with their analysis of the District Attorney's Office with respect to the Racial Justice Act. This will involve examining the effect of charging practices on guilty outcomes and sentences by ethnicity/race. Upon completion of the analysis pertaining to the Racial Justice Act, the District Attorney's Office will then continue to utilize Sicuro Data Analytics to conduct critical data analyses to inform management decisions, drive policy changes, and ensure equal treatment to all persons for whom the district attorney serves. Such analyses will provide a more transparent evaluation of the performance of the Riverside County District Attorney's Office and provide the community with verifiable information that will enhance public trust in their criminal justice system.

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

Impact on Residents and Businesses

N/A

Additional Fiscal Information

The District Attorney is requesting for a 10% contingency of the total contract amount, which is \$158,400, to allow for additional labor expenses. The total three (3) year cost with the 10% contingency is \$1,742,400. The District Attorney is requesting a budget adjustment within their Departmental Asset Forfeiture sub funds as seen in Schedule A to cover on-going costs in this category.

Contract History and Price Reasonableness

The District Attorney's Office has been able to significantly reduce costs for the ongoing demands of the analysis and implementation of the programs required under Penal Code §745, by utilizing Sicuro Data Analytics, LLC in conjunction with affiliated university PHD candidate interns. These interns allow Sicuro Data Analytics, LLC, to leverage available grant funding to minimize costs as much as possible to meet the demands of these unfunded mandates. Therefore, the pricing provided to the County is reasonable and represents the most competitive placement for the County operations.

ATTACHMENTS:

SCHEDULE A. Budget Adjustment

ATTACHMENT B. SSJ Sicuro

ATTACHMENT C. Professional Service Agreement with Sicuro Data Analytics, LLC


Suzanne Mackley, Assistant Director of Purchasing and Fleet Service

6/10/2022


Rebecca S Cortez, Principal Management Analyst

8/18/2022

AGREEMENT BETWEEN THE COUNTY OF RIVERSIDE AND SICURO DATA ANALYTICS, LLC

Updated 06/03/2022

CONTRACT NO: 2022-001
DEPARTMENT: DISTRICT ATTORNEY
CONTRACTOR: SICURO DATA ANALYTICS
DESCRIPTION: Cleaning and identifying missing content from case management system; Backfilling missing and erroneous content within the case management system; Ongoing statistical analysis of criminal charging and outcomes, as outlined in the Racial Justice Act

This Agreement is entered into between the County of Riverside, a political subdivision of the State of California (hereinafter "County") and Sicuro Data Analytics, LLC a California limited liability company (hereinafter "Contractor"), collectively "Parties."

Whereas, it is necessary and desirable that Contractor be retained for the purpose of data analysis for the evaluation of charging and sentencing decisions in the Riverside County District Attorney's Office ("Services").

Whereas, pursuant to California Government Code section 31000, the County may contract with independent contractors for the furnishing of such services to or for the County or any Department thereof; and

Therefore, it is agreed by the parties to this Agreement as follows:

1. Services

In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A, attached hereto and incorporated herein.

2. Payments

County's total fiscal obligation under this Agreement will be five hundred and twenty eight thousand dollars (\$528,000) per year for each of three (3) years.

In consideration of the Services provided by Contractor and in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines the quantity or quality of the work performed is unacceptable. In the event County makes advance payments to Contractor, Contractor agrees to refund any amounts in excess of the amount owed by County at the time of termination or expiration of this Agreement. Contractor is not entitled to payment for work not performed as required by this Agreement.

3. Term

Subject to the terms and conditions herein, the term of this Agreement shall be from July 1, 2022 to July 1, 2025.

AUG 30 2022 3:15

4. Exhibits; Merger Clause; Amendments

This Agreement, including all Exhibits and Attachments, incorporated herein by this reference, constitutes the sole Agreement between the Parties and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding.

All subsequent modifications or amendments to this Agreement shall be in writing and signed by the parties.

5. Termination

A. Termination for Convenience. Either Party may terminate this Agreement without cause by providing 30 days advance written notice to the other. The Agreement will terminate at the completion of the 30-day period. County will be entitled to receive services through the termination of the agreement, and Contractor shall be entitled to receive payment for services provided through the termination of the Agreement.

B. Termination for Cause. Either party may terminate this Agreement for cause. To terminate for cause, the terminating party must give the other party written notice of the alleged breach. The responding party has five (5) business days after receipt of notice to respond and a total of ten (10) calendar days after receipt of such notice to cure the alleged breach. If the responding party fails to cure the breach within this period, the terminating party may immediately terminate this Agreement without further action.

C. Termination Based on Lack of Funding. County may terminate this Agreement or a portion of the services based upon the unavailability of federal, state, or county funds by providing written notice to Contractor as soon as reasonably possible after County learns of unavailability of outside funding.

6. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of County and that neither Contractor nor its employees or agents acquire any of the rights, privileges, powers, or advantages of County employees.

Except as County may specify in writing Contractor shall have no authority, express or implied, to act on behalf of County in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied pursuant to this Agreement to bind County to any obligation whatsoever.

7. Hold Harmless & Indemnification

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code. As used in this Section, the term "County" means Riverside County or its officers, agents, employees, and volunteers.

A. General Hold Harmless

The Contractor hereby agrees to protect, defend, indemnify, and hold the County free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by the County arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the County) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the Agreement.

Contractor agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of Contractor. Contractor also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent.

This provision is not intended to create any cause of action in favor of any third party against Contractor or County or to enlarge in any way the Contractor's liability but is intended solely to provide for indemnification of County from liability for damages or injuries to third persons or property arising from Contractor's performance pursuant to this Agreement.

As used above, the term RIVERSIDE COUNTY means Riverside County or its officers, agents, employees, and volunteers.

B. Intellectual Property Indemnification

Contractor hereby certifies that it owns, controls, and/or licenses and retains all right, title, and/or interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and/or other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets (collectively referred to as "IP Rights") except as otherwise noted by this Agreement.

Contractor warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Contractor shall defend, indemnify, and hold harmless County from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party's IP Rights provided any such right is enforceable in the United States. Contractor's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) County notifies Contractor promptly in writing of any notice of any such third-party claim; (b) County cooperates with Contractor, at Contractor's expense, in all reasonable respects in connection with the investigation and defense of any such third party claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without County's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on County, impair any right of County, or contain any stipulation,

admission, or acknowledgement of wrongdoing on the part of County without County's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Contractor's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes County's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Contractor shall, at Contractor's option and expense, either: (i) procure for County the right to continue using the services without infringement or (ii) replace or modify the services so that they become non-infringing but remain functionally equivalent.

Notwithstanding anything in this Section to the contrary, Contractor will have no obligation or liability to County under this Section to the extent any otherwise covered claim is based upon: (a) any aspects of the services under this Agreement which have been modified by or for County (other than modification performed by, or at the direction of, Contractor) in such a way as to cause the alleged infringement at issue; and/or (b) any aspects of the services under this Agreement which have been used by County in a manner prohibited by this Agreement.

8. Assignability and Subcontracting

Unless provided in Exhibit B, Contractor shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without advance notice or penalty.

9. Insurance

Contractor shall file with County concurrently herewith a Certificate of Insurance, in companies acceptable to County, with a Best's Rating of no less than A-: VII showing.

A. Worker's Compensation and Employer's Liability Insurance

Worker's Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than one million dollars (\$1,000,000) each accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit for bodily injury by disease, and one million dollars (\$1,000,000) each employee for bodily injury by disease. Policy shall name the County as additional insured.

If there is an exposure of injury to Contractor's employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

Each Worker's Compensation policy shall be endorsed with the following specific language:

Cancellation Notice: "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Riverside."

Waiver of Subrogation: The workers' compensation policy shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against the County, its officers, directors, officials, employees, agents or volunteers, which might arise by reason of payment under such policy in connection with performance under this agreement by the Contractor.

Contractor shall require all subcontractors to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation shall be filed forthwith with County upon demand.

B. General Liability Insurance

(i) Comprehensive General Liability or Commercial General Liability Insurance covering all operations by or on behalf of Contractor, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:

a. Contractual liability insuring the obligations assumed by Contractor in this Agreement.

(ii) One of the following forms is required:

- a. Comprehensive General Liability;
- b. Commercial General Liability (Occurrence); or
- c. Commercial General Liability (Claims Made).

(iii) If Contractor carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:

- a. One million dollars (\$1,000,000) each occurrence
- b. Two million dollars (\$2,000,000) aggregate

(iv) If Contractor carries a Commercial General Liability (Occurrence) policy, the limits of liability shall not be less than:

- a. Two million dollars (\$2,000,000) each occurrence (combined single limit for bodily injury and property damage)
- b. One million dollars (\$1,000,000) for Products-Completed Operations
- c. Two million dollars (\$2,000,000) General Aggregate

If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be two million dollars (\$2,000,000). Policy shall name County as additional insured.

(v) Special Claims Made Policy Form Provisions:

Contractor shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of County, which consent, if given, shall be subject to the following conditions:

- a. The limits of liability shall not be less than:
 - i. One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
 - ii. One million dollars (\$1,000,000) aggregate for Products Completed Operations
 - iii. Two million dollars (\$2,000,000) General Aggregate
- b. The insurance coverage provided by Contractor shall contain language providing coverage up to one (1) year following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

C. Conformity of Coverages

If more than one policy is used to meet the required coverages, such as a separate umbrella policy, such policies shall be consistent with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies or all shall be Claims Made Liability policies, if approved by County as noted above. In no cases shall the types of policies be different.

D. Endorsements

Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:

(i) "The County of Riverside, their officers, agents, employees, and volunteers are to be covered as an additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."

(ii) "The insurance provided by the Contractor, including any excess liability or umbrella form coverage, is primary coverage to the County of Riverside with respect to any insurance or self-insurance programs maintained by the County of Riverside and no insurance held or owned by the County of Riverside shall be called upon to contribute to a loss."

(iii) "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Riverside."

E. Automobile Liability Insurance

Automobile Liability Insurance covering bodily injury and property damage in an amount no less than one million dollars (\$1,000,000) combined single limit for each occurrence. Covered vehicles shall include owned, non-owned, and hired automobiles/trucks.

F. Professional Liability Insurance (Errors & Omissions)

Professional Liability Insurance for Errors and Omissions coverage in the amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence.

If Contractor subcontracts in support of the services under this Agreement, Professional Liability Insurance for Errors shall be provided by the subcontractor in an amount not less than one million dollars (\$1,000,000) in aggregate.

The insurance coverage provided by the Contractor shall contain language providing coverage up to one (1) year following completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims made policy.

G. CYBER LIABILITY INSURANCE

Cyber Liability Insurance with limits not less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and

obligations as is undertaken by Vendor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

H. Additional Insurance Requirements

- (i) **Premium Payments:** The insurance companies shall have no recourse against the County and funding agencies, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.
- (ii) **Policy Deductibles:** The Contractor shall be responsible for all deductibles in all of the Contractor's insurance policies. The maximum amount of allowable deductible for insurance coverage required herein shall be \$25,000.
- (iii) **Contractor's Obligations:** Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this agreement.
- (iv) **Verification of Coverage:** Contractor shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- (v) **Material Breach:** Failure of the Contractor to maintain the insurance required by this agreement, or to comply with any of the requirements of this section, shall constitute a material breach of the entire agreement.

10. Compliance with Laws; Nondiscrimination

A. **Compliance with Laws.** All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable federal, state, and local laws, rules, regulations, and ordinances, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable); the Americans with Disabilities Act of 1990, as amended; Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any federal or county financial assistance; and the Fair Employment and Housing Act.

B. **Nondiscrimination.** Contractor shall not unlawfully discriminate against employees, applicants, or clients because of race, sex, sexual orientation, color, ancestry, religion or religious creed, national origin or ethnic group identification, mental disability, physical disability, medical condition (including cancer, HIV and AIDS), age (over 40), marital status, or use of Family and

Medical Care Leave and/or Pregnancy Disability Leave in regard to any position for which the employee or applicant is qualified.

C. Reporting. Contractor shall report to County the filing in any court or with any administrative agency of any complaint or allegation of a violation of the provisions included in this Section during the term of the Agreement. Contractor must make the required report in writing within 30 days of such filing with a general description of the circumstances involved and the violation(s) alleged.

D. County Policies. Contractor shall comply with applicable County policies, including but not limited to the "Use of Private Devices and Accounts for County Business and the Public Records Act Policy."

In the event of a conflict between the terms of this Agreement and any applicable law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

11. Contract Materials

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials prepared by Contractor or subcontractors under this Agreement (collectively, "contract materials") shall become the property of County and shall be promptly delivered to County. The Contractor shall retain titles, rights, and interests in any underlying template documents and may make and retain copies of contract materials.

12. Records; Right to Monitor and Audit

Contractor shall maintain, at all times during the Agreement and for a period of three (3) years following, complete detailed records of the work performed under this Agreement. County and state and federal agencies shall have the right to monitor all work performed under this Agreement to assure that all applicable state and federal regulations are met. County and state and federal agencies shall have the right to audit all work, records, and procedures related to this Agreement to determine the extent to which the program is achieving its purposes and performance goals. County will have the right to review financial and programmatic reports and will notify Contractor of any potential federal and/or state exception(s) discovered during such examination.

13. Confidentiality of Information

All financial, statistical, personal, technical, or other data and information relative to the County's operations which are designated confidential by the County and made available to the Contractor to carry out services under this Agreement shall be protected by Contractor from unauthorized use and disclosure. Contractor shall notify County of any discovered instances of breaches of confidentiality.

Contractor agrees to maintain confidentiality of information and records as required by applicable federal, state, and local laws, regulations, and rules. Contractor shall promptly submit any and all requests, from whatever source, for copies of or access to any County confidential information.

Contractor may disclose County confidential information to its employees, agents, and subcontractors who have: (i) a need to know such confidential information in order to perform their duties under this agreement, as determined by an appropriate County official; and (ii) a legal duty to protect the County confidential information, which may arise under this Agreement or other applicable laws.

Contractor will ensure employees and subcontractors adopt and adhere to procedures to safeguard the confidentiality of such information. Contractor shall ensure that any subcontractors or agents receiving confidential information related to this Agreement agree to the same restrictions and conditions that apply to Contractor with respect to such information. Contractor agrees to hold County harmless from any breach of confidentiality, as set forth in the hold harmless provisions contained herein. Contractor shall be fully liable for the acts or omissions of its employees and subcontractors with respect to County confidential information. Any subcontract to perform services under this Agreement shall contain all provisions of this section.

Permission to disclose information on one occasion or at a public hearing held by County shall not authorize the Contractor to further disclose or disseminate such information.

Contractor shall not comment publicly regarding the Agreement or the County's actions on the same. Contractor shall not issue any news release or public relations item of any nature whatsoever regarding work performed or to be performed under this Agreement unless prior written consent is obtained from County.

14. Information Technology Security Requirements

Exhibit C, "Information Technology Security Addendum" is attached and incorporated by this reference. Contractor's failure to comply with the requirements in Exhibit C is a material breach of this Agreement.

15. General Health Measures and Conduct

Contractor shall be solely responsible for ensuring that the Contractor's employees or subcontractors are physically capable of performing the services described herein on County premises. The Contractor shall take all necessary measures to ensure that the Contractor's employees and sub-contractors receive sufficient training regarding contagious and infectious diseases and preventative measures to be taken within the workplace to protect the Contractor's employees and sub-contractors from exposure to or exposing others (including but not limited to County personnel and the public) to contagious and infectious diseases. Should the County or the Contractor observe any of their employees or sub-contractors exhibiting symptoms of a contagious and/or infectious disease (including but not limited to COVID-19) either prior to or during the performance of services on County premises, the Contractor shall immediately take measures to minimize or prevent exposure to County employees and/or the public consistent with government guidance and best practices. Such removal of the Contractor's employee(s) or subcontractor(s) shall not be considered a basis for the removed employee's claim for compensation or damages against the County, or any of its officers or agents. The employee shall not return to work on County premises until Contractor determines that the situation is resolved.

16. Governing Law; Jurisdiction; Venue

This Agreement is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. Any legal proceedings on this agreement

shall be brought under the jurisdiction of the Superior Court of the County of Riverside, State of California. Each party waives any Federal court removal and/or original jurisdiction rights it may have.

17. Notices

Any notice, request, demand, or other communication required or authorized under this Agreement shall be deemed to be properly given when:

- A. Delivered personally to the person below, as of the date of delivery; or
- B. Mailed to the physical address listed below by U.S. Mail or similar service, with postage prepaid and properly addressed, as of the date of postmark; or
- C. Emailed to the email address(es) below, as of the date a read receipt, an acknowledgement from the recipient, or other proof of delivery is received by the sender.

In the case of County, to:

Name, Title: Mike Hestrin, District Attorney
Address: 3960 Orange St.
Riverside, CA 92501
Telephone: 951-955-5520
Email: Shhenrichsen@rivcoda.org

In the case of Contractor, to:

Name, Title: Gregory DeAngelo, President
Address: 317 West Ventura Blvd. #1041
Camarillo, CA, 93010
Telephone: 213-320-7220
Email: info@sicuroanalytics.com

18. Conflicts of Interest

Contractor certifies that it has no current business or financial relationship with any County employee or official, or other County contract provider that could create a conflict with this Agreement and will not enter into any such business or financial relationships during the period of this Agreement. Contractor attests that its employees and the officers of its governing body shall avoid any actual or potential conflicts of interest, and that no officer or employee who exercises any functions or responsibilities in connection with this Agreement shall have any legally prohibited personal financial interest or benefit which either directly or indirectly arises out of this Agreement. Contractor shall establish safeguards to prohibit employees or officers from using their positions for a purpose which could result in legally prohibited private gain or gives the appearance of being motivated for legally prohibited private gain for themselves or others, particularly those with whom they have family, business, or other ties. Contractor certifies that no official or employee of the County, nor any business entity in which an official of the County has an interest, has been employed or retained to solicit or aid in the procuring of this Agreement. In addition, Contractor agrees that no such person will be employed in the performance of this Agreement without immediately notifying the County.

19. Licenses, Permits

Contractor represents and warrants to County that it has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for Contractor and/or its employees to practice its/their profession. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for County and/or its employees to practice its/their profession at the time the services are performed.

Any agreements to subcontract services under this Agreement will contain this provision.

20. Non-Exclusivity

Nothing herein creates any exclusive arrangement between the Parties. This Agreement does not restrict County from acquiring similar, equal, or like goods or services from other sources.

21. Counterparts; Electronic Signature

This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement.

CONTRACTOR NAME ("CONTRACTOR")*

<u>Gregory DeAngelo</u>
Signature
<u>Gregory DeAngelo</u>
Print Name
<input type="checkbox"/> Chair of the Board, <input checked="" type="checkbox"/> President, or
<input type="checkbox"/> Vice President
Date: <u>08/17/2022</u>

COUNTY OF RIVERSIDE ("COUNTY")

<u>Mike Hestrin</u>
MIKE HESTRIN, DISTRICT ATTORNEY
Date: <u>8/16/22</u>

Approved as to Form
Office of Riverside County Counsel

<u>Ryan Tabor</u>
RYAN TABOR DEPUTY COUNTY COUNSEL
Date: <u>8/18/22</u>

EXHIBITS:

- Exhibit A: Scope of Services
- Exhibit B: Payment Terms
- Exhibit C: IT Security Addendum

*If Contractor is a corporation, the Agreement must be signed by two corporate officers, one from each category above. (See California Corporations Code § 313.) One signature will suffice, if the corporation's board of directors has passed a resolution that gives one person authority to sign. In that case, a copy of the most recent resolution must be attached to this Agreement.

If Contractor is another type of business entity, such as a partnership or limited liability company, the Agreement must be signed by an officer possessing the legal authority to bind the entity. A copy of a resolution, partnership agreement, operating agreement, or other evidence of authority must be attached to this Agreement.

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EXHIBIT A SCOPE OF WORK

Cleaning and identifying missing content from case management system; Backfilling missing and erroneous content within the case management system; Ongoing statistical analysis of criminal charging and outcomes, as outlined in the Racial Justice Act

Backfilling Case Management System

The Riverside County District Attorney's Office utilizes a case management system (CMS) for many everyday business practices. The content contained in the CMS is populated by attorneys and clerical staff, making the CMS heavily dependent upon human efforts to keep the system up-to-date, accurate, and comprehensive. Unfortunately, given hiring [KELLI: SHORTAGES? FREEZES? SOMETHING ELSE?], the resources that would normally have been devoted to ensuring that content is uploaded into the CMS have not existed. This has resulted in numerous data missingness issues. For example, 80% of sentencing and 30% of final disposition information does not exist in the current CMS.

Sicuro Data Analytics has developed software that automates the process of converting content contained in court documents into the pertinent components of the Riverside County District Attorney's CMS. Utilization of this software will increase the speed and accuracy with which content populates the existing CMS.

Cleaning Case Management System

The current CMS contains information about the district attorney's office for the past 20 years. While efforts to backfill content will produce a more comprehensive database, much of the existing content is erroneous. For example, there are instances where murder charges are coded as misdemeanor offenses, which is clearly an error. Sicuro Data Analytics will undertake efforts to ensure that the existing content in the CMS are accurate. In instances where the CMS contains errors, Sicuro Data Analytics will provide updated data elements that correct such errors, which will ensure that any data existing in the CMS are accurate both for internal and external reporting purposes.

Ongoing Racial Justice Act Analysis

Sicuro Data Analytics has been actively engaged in producing an analysis of potential racial disparities in the district attorney's office, as outlined in the Racial Justice Act. In the first phase of the analysis, Sicuro Data Analytics has examined the charging decisions of the district attorney's office. In the ongoing work, Sicuro Data Analytics will examine the effect of charging decisions on outcomes, such as whether a defendant was determined to be guilty and, if so, the sentence associated with the guilty outcome. Each of these outcome measures are specifically detailed in the Racial Justice Act, which makes them critical to evaluate.

General Data Analytics

Sicuro Data Analytics will also be supporting the district attorney's office in providing general data analytics and reporting in an ongoing basis to ensure that the office is engaged in data-driven decision making.

EXHIBIT B
PAYMENT TERMS

In consideration for the services to be performed by Consultant, County agrees to pay Consultant at rate of \$40,000.00 per month plus a 10% overhead rate, totaling \$44,000 per month. Consultant shall be paid within 14 days after the last day of each month.

EXHIBIT C
INFORMATION TECHNOLOGY SECURITY ADDENDUM

1. Notification of Data Security Incident

For purposes of this section, "Data Security Incident" is defined as unauthorized access to the Contractor's business and/or business systems by a third party, which access could potentially expose County data or systems to unauthorized access, disclosure, or misuse. In the event of a Data Security Incident, Contractor must notify County in writing within 48 hours. Notice should be made to Timothy.Craney@rivcoda.org and to all parties referenced in the "Notices" section of the Agreement. Notice must reference this contract number. Notice under this section must include the date of incident and Contractor's systems and/or locations which were affected. The duty to notify under this section is broad, requiring disclosure whether or not any impact to County data is known at the time, to enable County to take immediate protective actions of its data and cloud environments.

Failure to notify under this section is a material breach, and County may immediately terminate the Agreement for failure to comply.

2. Data Location

2.1 Contractor shall not store or transfer non-public County of Riverside data outside the United States. This prohibition includes backup data and Disaster Recovery locations. The Contractor will permit its personnel and contractors to access County of Riverside data remotely only as required to provide technical support. Remote access to data from outside the continental United States is prohibited unless expressly approved in advance and in writing by the County.

2.2 The Contractor must notify the County **in writing within 48 hours** of any location changes to Contractor's data center(s) that will process or store County data. Notice should be made to JaHaringsma@rivcoda.org and must reference this contract number.

3. Data Encryption

3.1 The Contractor shall encrypt all non-public County **data in transit** regardless of the transit mechanism.

3.2 The Contractor shall encrypt all non-public County **data at rest**.

3.3 The Contractor's encryption shall be consistent with validated cryptography standards as specified in National Institute of Standards and Technology Security Requirements.

4. Subcontractor Disclosure

To the extent subcontracting or assignment is permitted under this Agreement, the Contractor is responsible for the actions of their subcontractors, vendors, and suppliers. Contractor shall take necessary steps to ensure that the provisions of this contract are enforceable on all subcontractors, vendors, and suppliers acting on behalf of or through Contractor.

5. Business Continuity

Contractor shall provide and maintain a business continuity and disaster recovery plan that achieves the County's Recovery Time Objective (RTO) and Recovery Point Objective (RPO), as set forth in the scope of work and/or Service Level Agreement, and specifically incorporated herein.

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From: Rosado. Noemi (DA)
Sent: Thursday, January 19, 2023 1:43 PM
To: Jennifer Ow;Greg DeAngelo
Subject: RE: Sacramento-area visit

Good afternoon!

I am reaching out in hopes of setting a meeting up. Thien asked if by chance January 30th early afternoon would work out?

Thank you!

From: Jennifer Ow <JOw@placer.ca.gov>
Sent: Friday, January 13, 2023 3:31 PM
To: Ho. Thien (DA) <HoT@sacda.org>; Greg DeAngelo <gregory.deangelo@gmail.com>
Cc: Rosado. Noemi (DA) <RosadoN@sacda.org>
Subject: RE: Sacramento-area visit

Hello Thien, Greg, and Noemi!

Thien - Congratulations again! Sacramento County is lucky to have you! 😊

Noemi - I'm working with our team here to coordinate our meeting. I'll be in touch with you to check on Thien's schedule. Hopefully we'll find a week that works for everyone.

Greg - I'll see you soon!

Stay dry and warm! Jenny

-----Original Message-----

From: Ho. Thien (DA) <HoT@sacda.org>
Sent: Friday, January 13, 2023 1:20 PM
To: Greg DeAngelo <gregory.deangelo@gmail.com>
Cc: Rosado. Noemi (DA) <RosadoN@sacda.org>; Jennifer Ow <JOw@placer.ca.gov>
Subject: [EXTERNAL] Re: Sacramento-area visit

Hi Greg,

Great talking to you today. We will figure out what works best for everyone and coordinate to make things convenient for you. I know that you will be spending some time with the Placer County DA's Office - be careful with Jenny Ow ... just kidding, Jenny is actually great and I would hire her, if Morgan Gire would let me.

Noemi is my Executive Secretary and will check to see what date works for us to set up a meeting for you in Sac.

Thanks and have a great weekend.

Thien

Sent from my iPhone

> On Jan 13, 2023, at 12:46 PM, Greg DeAngelo <gregory.deangelo@gmail.com> wrote:

>

>

> Hi folks,

>

> I'd like to schedule a visit to both the Placer and Sacramento DA's offices. If absolutely necessary, I can make two visits. But, if possible, I'd like to combine the visits.

>

> I'm available to visit the week of Jan 23-27 or the week of Jan 30-Feb. 3. I'm not sure about the best way of coordinating, but hopefully we can sort something out.

>

> All the best,

> Greg

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From: Jennifer Ow <JOw@placer.ca.gov>
Sent: Friday, January 13, 2023 3:31 PM
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Cc: Rosado. Noemi (DA)
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Sent: Friday, January 13, 2023 1:20 PM
To: Greg DeAngelo <gregory.deangelo@gmail.com>
Cc: Rosado. Noemi (DA) <RosadoN@sacda.org>; Jennifer Ow <JOw@placer.ca.gov>
Subject: [EXTERNAL] Re: Sacramento-area visit

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From: Ho. Thien (DA)
Sent: Friday, January 13, 2023 1:20 PM
To: Greg DeAngelo
Cc: Rosado. Noemi (DA);Jennifer Ow
Subject: Re: Sacramento-area visit

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> All the best,

> Greg

From: Greg DeAngelo <gregory.deangelo@gmail.com>
Sent: Friday, January 13, 2023 12:49 PM
To: Ho. Thien (DA);Rosado. Noemi (DA);Jennifer Ow
Subject: Sacramento-area visit

Hi folks,

I'd like to schedule a visit to both the Placer and Sacramento DA's offices. If absolutely necessary, I can make two visits. But, if possible, I'd like to combine the visits.

I'm available to visit the week of Jan 23-27 or the week of Jan 30-Feb. 3. I'm not sure about the best way of coordinating, but hopefully we can sort something out.

All the best,
Greg

From: Greg DeAngelo <gregory.deangelo@gmail.com>
Sent: Tuesday, August 30, 2022 3:17 PM
To: Mike Hestrin (mhestrin@rivcoda.org); Jeff Reisig; Morgan Gire; Laura Bell
Subject: CDAA Happy hour (Sept. 7) - Hosted by DA's Gire, Hestrin, Reisig and Sicuro Data Analytics

Dear CDAA attendee:

On behalf of Greg DeAngelo (Sicuro Data Analytics), Mike Hestrin, Morgan Gire, and Jeff Reisig, we would like to cordially invite you to an invite-only happy hour on *Data Analytics for DA's*. The happy hour will be held from 5:00pm-6:30pm on Wednesday September 7 in the CDAA Hospitality Suite (see CDAA Registration at the South Counter for the room number). The happy hour will provide an opportunity for DA's offices that are currently deploying in-depth data analytics and statistical analyses, as well as offices interested in engaging in this type of work to discuss the opportunities and logistics involved in engaging in data analyses. Drinks and light snacks will be provided.

Should you have any questions, please contact Laura Bell or Greg DeAngelo.

We look forward to seeing all of you in a couple weeks.

Greg, Mike, Morgan, and Jeff

PS: DA Hestrin and Greg DeAngelo will give a talk at 1pm on September 7 in Salon 1 on data analytics that are currently being performed for DA's offices.