



**MEMORANDUM
DISTRICT ATTORNEY**
County of Placer

TO: Honorable Board of Supervisors **DATE:** June 21, 2022
FROM: Morgan Gire, District Attorney
BY: Mary Green, Investigator - Chief District Attorney
SUBJECT: Agreement with Sicuro Data Analytics

ACTION REQUESTED

1. Authorize the District Attorney to enter into a contract with Sicuro Data Analytics, for analysis of data, for the period of July 1, 2022 to July 1, 2024, in the not-to-exceed amount of \$400,000.

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 only based on a subset of available 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 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, and many District Attorney’s Offices have begun working with groups that have significant 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 conduct a comparison of prosecutor choices for these individuals.

In order to fairly, objectively, and comprehensively analyze our historical data, the Placer County District Attorney’s Office requests approval to enter into a 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- including several 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 within the state of California to assist in the complex analysis needed to ensure the fairness within the prosecutorial function.

Through work with other 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 office processes/systems, and quantifying missing/corrupted data. For example, the Riverside District Attorney's Office has utilized Sicuro Data Analytics to accurately extract and analyze their data. Through their work, the Riverside District Attorney's Office was able to demonstrate that they had no statistical differences between the treatment of similarly situated minority and white defendants along measurable points.

Extracting and analyzing case data from the Placer County District Attorney's Office will be a herculean task. Case data currently is comprised of information migrated between numerous past and current case management systems. Experience has proven that data from some of the past case management systems is incomplete, inaccurate, or contained in varied digital fields. It is expected that this process will be a massive undertaking and as such it is well beyond the current capabilities of office staff.

Access to this type of data and analysis will enable the Placer County District Attorney's Office to produce data and statistical analysis to ensure equitable and fair treatment within prosecutorial decision-making process and will enable this office to accurately and quickly respond to litigation. This data will also provide a measurable outcome in the form of analysis that can be distributed to stakeholders, which will promote understanding of the criminal justice system in Placer County.

Ultimately, access to accurate 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. For all prosecutors, assuring equal treatment to all persons under the law is of the utmost importance. It is the cornerstone of the American criminal justice system. This contract will allow the District Attorney's office to evaluate its own performance and provide the community with verifiable information that will enhance their trust in the criminal justice system.

FISCAL IMPACT

The total cost of this contract will not exceed \$400,000. Funding for this contract is included in the CC11001 – District Attorney FY 2021-22 budget. There is no impact to the General Fund.

ATTACHMENTS

Attachment A: Sicuro Data Analytics Contract

**AGREEMENT BETWEEN THE COUNTY OF PLACER AND SICURO DATA ANALYTICS,
LLC**

Updated 06/03/2022

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

Gregory DeAngelo _____
Print Name

Chair of the Board, President, or
 Vice President

Date: _____

COUNTY OF PLACER (“COUNTY”)

MORGAN GIRE, DISTRICT ATTORNEY

Date: _____

Signature

Print Name

Secretary, Asst. Secretary,
 Chief Financial Officer, or Asst. Treasurer

Date: _____

Approved as to Form
Office of Placer County Counsel

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.

