

**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

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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

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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.

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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**


Suzanna Hackley, Assistant Director of Purchasing and Fleet Service

8/10/2022


Rebecca S Cortez, Principal Management Analyst

8/18/2022

Schedule A – Budget Adjustment

FY 22/23

Increase Appropriations:

11018	2200100000	525440	Professional Services	\$264,000
11028	2200100000	525440	Professional Services	\$264,000

Increase Estimated Revenues:

11018	2200100000	732060	Asset Forfeiture	\$264,000
11028	2200100000	732060	Asset Forfeiture	\$264,000



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)

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")*

Gregory DeAngelo
Signature

Gregory DeAngelo
Print Name

Chair of the Board, President, or
 Vice President

Date: 08/17/2022

COUNTY OF RIVERSIDE ("COUNTY")

MIKE HESTRIN, DISTRICT ATTORNEY

Date: _____

Approved as to Form
Office of Riverside County Counsel

Ryan Gasco
RYAN GASCO
DEPUTY COUNTY COUNSEL

Date: 8/18/22

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.