

Contract Number
24-389 A-3

SAP Number 4400019419

District Attorney

Claudia Walker

\$1,375,000

4501001000

Telephone Number	(909) 382-7689		
Contractor	Sicuro Data Analytics, Inc.		
Contractor Representative	Gregory DeAngelo		
Telephone Number	(213) 320-7220		
Contract Term	1/03/2022 – 1/02/2027		
Original Contract Amount	\$180,000		
Amendment No. 1 Amount	\$195,000		
Amendment No. 2 Amount	\$575,000		
Amendment No. 3 Amount	\$425,000		

AMENDMENT NO. 3 CONTRACT NO. 24-389 (4400019419)

WHEREAS, on May 9, 2022, San Bernardino County (County), by and through the District Attorney's Office (District Attorney) and Sicuro Data Analytics, LLC (Sicuro LLC) entered into Contract No. 24-389 (Contract) for Sicuro LLC to provide data analytics services (Services) for the District Attorney.

WHEREAS, the Contract was amended on May 19, 2023 and May 21, 2024.

Department Contract Representative

Total Contract Amount

Grant Number (if applicable)

Cost Center

WHEREAS, on September 12, 2025, Sicuro LLC notified the County of its plans to dissolve Sicuro LLC and form a corporation, Sicuro Data Analytics, Inc. (Sicuro Inc.); and

WHEREAS, Sicuro LLC desires to assign the Contract with all of its rights and obligations to Sicuro Inc. and Sicuro Inc. desires to assume all rights and obligations under the Contract; and

WHEREAS, Section 19 of the Contract requires County approval for the assignment of rights and obligations of the Contract; and

WHEREAS, County now desires to enter into an amendment to consent to the assignment of the Contract from Sicuro LLC to Sicuro Inc.; and

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NOW THEREFORE, effective as of the date of this Amendment No. 3 is fully executed, the parties agree as follows:

- 1. The County, pursuant to Section 19 of the Contract, hereby consents to the assignment of Contract by Sicuro LLC to Sicuro Inc. The County, in giving its consent to this assignment, does not release Sicuro LLC from any claims or remedies it may have against Sicuro LLC under the Contract for obligations incurred prior to the effective date of the assignment.
- 2. Sicuro Inc. hereby accepts the assignment of all of Sicuro LLC's obligations, responsibilities, and duties under the Contract and all of Sicuro LLC's rights, title, and interest in and to the Contract.
- **3.** All references to "Consultant" in the Contract shall mean Sicuro Data Analytics, Inc., and all references to "Sicuro Data Analytics, LLC" in the Contract shall be replaced with "Sicuro Data Analytics, Inc."

4. Contract Section 2. Payment is amended to read as follows:

In consideration for the services to be performed by Consultant, County agrees to pay Consultant at a rate of \$300.00 per hour, not to exceed a contract total of \$1,375,000. Consultant shall be paid between 30 and 60 days after County approves the invoice to be paid. The invoice should include an invoice number, hourly rate, total hours, total cost, the dates covered by the invoice, and a summary of the work performed.

5. Replace EXHIBIT I with the attached EXHIBIT I. EXHIBIT II and EXHIBIT III shall remain unchanged.

6. AMENDMENT EXECUTION

This Amendment may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Amendment. The parties shall be entitled to sign and transmit an electronic signature of this Amendment (whether by facsimile, PDF or other mail transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Amendment upon request.

7. Levine Act - Campaign Contribution Disclosure (formerly referred to as Senate Bill 1439) – Consultant has disclosed to the County using Attachment A – Levine Act Campaign Contribution Disclosure (formerly referred to as Senate Bill 1439), whether it has made any campaign contributions of more than \$500 to any member of the Board of Supervisors within the earlier of: (1) the date of the submission of Consultant's proposal to the County, or (2) twelve (12) months before the date this Amendment was approved by the Board of Supervisors. Consultant acknowledges that under Government Code section 84308, Consultant is prohibited from making campaign contributions of more than \$500 to any member of the Board of Supervisors for twelve (12) months after the County's consideration of the Amendment.

In the event of a proposed amendment to the Contract, the Consultant will provide the County a written statement disclosing any campaign contribution(s) of more than \$500 to any member of the Board of Supervisors within the preceding twelve (12) months of the date of the proposed amendment.

Campaign contributions include those made by any agent/person/entity on behalf of the Consultant or by a parent, subsidiary or otherwise related business entity of Consultant.

8. All other terms and conditions of this Contract No. 24-389 (4400019419) shall remain unchanged.

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SAN BERNARDINO COUNTY Sicuro Data Analytics, Inc. (Print or type name of corporation, company, contractor, etc.) (Authorized signature - sign in blue ink) Dawn Rowe, Chair, Board of Supervisors Name Gregory DeAngelo SIGNED AND CERTIFIED THAT A COPY OF THIS (Print or type name of person signing contract) DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD ____ CEO (Print or Type) Lynna Monell Clerk of the Board of Supervisors of the San Bernardino County Dated: Deputy 4915 Marlin Way Address Oxnard, CA 93035

FOR COUNTY USE ONLY Approved as to Legal Form Paniella Hernandez, Deputy County Counsel Date Date Date Date

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EXHIBIT I

Consultant will obtain and prepare data, and perform statistical analyses on criminal justice data to improve prosecution methods by District Attorney (DA) staff, evaluate the effectiveness of programs, and meet requirements of state and federal legislation.

Services performed by Consultant may include, but not be limited to, the following services:

A. Data Maintenance, Preparation, and Statistical Analysis

- 1. Obtain Superior Court case data on a monthly basis and upload the information into STAR:TNG to ensure a complete data set is available for accurate analysis.
- 2. Perform ongoing data maintenance to ensure statistical analysis can be performed.
- 3. The analysis of the Racial Justice Act, including ingestion and cleaning of data for the empirical analysis, meetings with members of the prosecutor's office to discuss analyses. The Racial Justice Act will include:
 - i. Average outcomes analysis
 - ii. Threshold analysis
 - iii. Outlier analysis
- 4. Perform various statistical analyses and present findings for the following:
 - i. The impact of Penal Code 29800.
 - ii. The impact of voter-approved Proposition 36.
 - iii. The potential impact of issues presented by efforts to implement a potential "zero cash bail" system, given recent attempts such as Senate Bill 10 (2018), Proposition 25 (2020) and lawsuits against county court systems concerning cash bail.
 - iv. The impact of Proposition 47.
 - v. The impact of cases with death penalty verdicts.
 - vi. The impact of cases of homicide.
 - vii. The impact of a study propagated by a Berkely law professor and cited by the defense bar, sometimes colloquially called the "Paper Prison Project."
 - viii. The potential comparison of charging statistics within the county to those of other counties implementing various forms of Race Blind Charging under Penal Code section 741.
- 5. Produce and deliver reports and present findings to District Attorney staff.
- 6. Prepare or review data queries and analyses to ensure accurate reporting when the District Attorney responds to Public Records Requests.

B. Program Evaluation

- 1. Prepare and analyze data for diversion programs or other criminal justice programs, and present findings to District Attorney staff.
- In accordance with Penal Code Section 741, implement a process known as Race-Blind Charging, and evaluate the reliability and validity of methods to determine potential disparities. Also quantify disparities, if any, and differences in charges of crimes correlated with demographic aspects of defendants or suspects.

C. Required Reports

- 1. Assist the DA with compiling data and preparing reports according to legislative requirements or as required by State or Federal offices.
- 2. Assist DA staff with meeting the data and reporting requirements of AB2418.

D. Dashboards

- 1. Create user-friendly, internal dashboards with various data formats for internal analysis and decision-making.
- 2. Create user-friendly, public-facing dashboards with options to filter the data.

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Attachment A Levine Act – Campaign Contribution Disclosure

(formerly referred to as Senate Bill 1439)

The following is a list of items that are not covered by the Levine Act. A Campaign Contribution Disclosure Form will not be required for the following:

- Contracts that are competitively bid and awarded as required by law or County policy
- Contracts with labor unions regarding employee salaries and benefits
- Personal employment contracts
- Contracts under \$50,000
- Contracts where no party receives financial compensation
- Contracts between two or more public agencies
- The review or renewal of development agreements unless there is a material modification or amendment to the agreement
- The review or renewal of competitively bid contracts unless there is a material modification or amendment to the agreement that is worth more than 10% of the value of the contract or \$50,000, whichever is less
- Any modification or amendment to a matter listed above, except for competitively bid contracts.

DEFINITIONS

Actively supporting or opposing the matter: (a) Communicate directly with a member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, District Attorney, Auditor-Controller/Treasurer/Tax Collector] for the purpose of influencing the decision on the matter; or (b) testifies or makes an oral statement before the County in a proceeding on the matter for the purpose of influencing the County's decision on the matter; or (c) communicates with County employees, for the purpose of influencing the County's decision on the matter; or (d) when the person/company's agent lobbies in person, testifies in person or otherwise communicates with the Board or County employees for purposes of influencing the County's decision in a matter.

<u>Agent:</u> A third-party individual or firm who, for compensation, is representing a party or a participant in the matter submitted to the Board of Supervisors. If an agent is an employee or member of a third-party law, architectural, engineering or consulting firm, or a similar entity, both the entity and the individual are considered agents.

Otherwise related entity: An otherwise related entity is any for-profit organization/company which does not have a parent-subsidiary relationship but meets one of the following criteria:

- (1) One business entity has a controlling ownership interest in the other business entity;
- (2) there is shared management and control between the entities; or
- (3) a controlling owner (50% or greater interest as a shareholder or as a general partner) in one entity also is a controlling owner in the other entity.

For purposes of (2), "shared management and control" can be found when the same person or substantially the same persons own and manage the two entities; there are common or commingled funds or assets; the business entities share the use of the same offices or employees, or otherwise share activities, resources or personnel on a regular basis; or there is otherwise a regular and close working relationship between the entities.

<u>Parent-Subsidiary Relationship:</u> A parent-subsidiary relationship exists when one corporation has more than 50 percent of the voting power of another corporation.

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	ontractors must respond to the q A or Not Applicable.	uestions on the fol	lowing page.	If a question does not apply respond		
1.	Name of Contractor:					
2.	Is the entity listed in Question No.1 a nonprofit organization under Internal Revenue Code section 501(c)(3)?					
	Yes ☐ If yes, skip Question Nos	s. 3-4 and go to Ques	stion No. 5	No □		
3.	. Name of Principal (i.e., CEO/President) of entity listed in Question No. 1, <u>if</u> the individual actively supports the matter <u>and</u> has a financial interest in the decision:					
4.	If the entity identified in Question No.1 is a corporation held by 35 or less shareholders, and not publicly traded ("closed corporation"), identify the major shareholder(s):					
5.	Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above):					
	Company Name	•		Relationship		
6.	Name of agent(s) of Contractor:					
	Company Name	Agent(s)	Date Agent Retained		
				(if less than 12 months prior)		
7.	awarded contract if the subcontra	actor (1) actively sup	ports the matt	vill be providing services/work under the er <u>and</u> (2) has a financial interest in the unty or board governed special district.		

decision and (3) will be possibly identified in the contract with the County or board governed special district.

Company Name	Subcontractor(s):	Principal and/or Agent(s):

8. Name of any known individuals/companies who are not listed in Questions 1-7, but who may (1) actively support or oppose the matter submitted to the Board and (2) have a financial interest in the outcome of the decision:

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9.	Was a campaign contribution, of more than \$500, made to any member of the San Bernardino County Board of Supervisors or other County elected officer involved with this Contract within the prior 12 months, by any of the individuals or entities listed in Question Nos. 1-8? No □
	Yes ☐ If yes , please provide the contribution information in Question 11.
10	b. Has an agent of Contractor made a campaign contribution of any amount to any member of the San Bernardino County Board of Supervisors or other elected officer involved with this Contract while award of this Contract is being considered?
	No □ If no, please skip question 11.
	Yes If yes, please provide the contribution information in Question 11.
11	. Name of Board of Supervisor Member or other County elected officer:
	Name of Contributor:
	Date(s) of Contribution(s):
	Amount(s):
	Please add an additional sheet(s) to identify additional Board Members or other County elected officers to whom anyone listed made campaign contributions.
	By signing the Contract, Contractor certifies that the statements made herein are true and correct. Contractor acknowledges that agents are prohibited from making any campaign contributions, regardless of amount, to any member of the Board of Supervisors or other County elected officer involved with this Contract, while award of this Contract is being considered and for 12 months after a final decision by the County. Contractor understands that the other individuals and entities (excluding agents) listed in Question Nos. 1-8 are prohibited from making campaign contributions of more than \$500 to any member of the Board of Supervisors or other County elected officer involved with this Contract, while award of this Contract is being considered and for 12 months after a final decision by the County.

Individual(s) Name

Company Name

Date

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