



Contract Number

SAP Number
4400019419

District Attorney

Department Contract Representative	<u>Claudia Walker</u>
Telephone Number	<u>(909) 382-7689</u>
Contractor	<u>Sicuro Data Analytics, LLC</u>
Contractor Representative	<u>Gregory DeAngelo</u>
Telephone Number	<u>(213) 320-7220</u>
Contract Term	<u>1/03/2022 – 1/02/2027</u>
Original Contract Amount	<u>\$180,000</u>
Amendment No. 1 Amount	<u>\$195,000</u>
Amendment No. 2 Amount	<u>\$575,000</u>
Total Contract Amount	<u>\$950,000</u>
Cost Center	<u>4501001000</u>

AMENDMENT NO. 2 AGREEMENT 4400019419

The following are amended sections of Agreement No. 4400019419 between Sicuro Data Analytics, LLC (hereinafter "Consultant") and San Bernardino County through the District Attorney's Office (hereinafter "District Attorney" or "County").

1. Section 2., Payment to read as follows:

In consideration for the services to be performed by Consultant, County agrees to pay Consultant at a rate of \$250.00 per hour, not to exceed a contract total of \$950,000. Consultant shall be paid between 30 and 60 days after Consultant submits an invoice to the County. The invoice should include an invoice number, the dates covered by the invoice, and a summary of the work performed.

2. Section 23., Campaign Contribution Disclosure (SB 1439) is added to the contract to read as follows:

Campaign Contribution Disclosure (SB 1439)

Contractor has disclosed to the County using Attachment A - Campaign Contribution Disclosure Senate Bill 1439, whether it has made any campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, Auditor-Controller/Treasurer/Tax Collector and the District Attorney] within the earlier of: (1) the date of the

submission of Contractor's proposal to the County, or (2) 12 months before the date this Contract was approved by the Board of Supervisors. Contractor acknowledges that under Government Code section 84308, Contractor is prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer for 12 months after the County's consideration of the Contract.

In the event of a proposed amendment to this Contract, the Contractor will provide the County a written statement disclosing any campaign contribution(s) of more than \$250 to any member of the Board of Supervisors or other County elected officer within the preceding 12 months of the date of the proposed amendment.

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

3. Amend EXHIBIT I as follows:

- A. Replace Item No. 2 with: 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.
- B. Add Item No. 5: Create user-friendly dashboards with various data formats for internal analysis and decision-making.
- C. Add Item No. 6: Review data queries and analyses to ensure accurate reporting when the District Attorney responds to Public Records Requests.
- D. Add Item No. 7: To ensure the District Attorney is in compliance 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 demographical aspects of defendants or suspects.

5. This Agreement 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 Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (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 Agreement upon request.

6. All other terms and conditions of this Contract shall remain the same.

IN WITNESS WHEREOF, the San Bernardino County and the Contractor have each caused this Contract to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY



Dawn Rowe, Chair, Board of Supervisors

Dated: _____

SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Lynna Monell
Clerk of the Board of Supervisors
of the San Bernardino County

By _____
Deputy

Sicuro Data Analytics, LLC

(Print or type name of corporation, company, contractor, etc.)

By

(Authorized signature - sign in blue ink)

Name _____
Gregory DeAngelo
(Print or type name of person signing contract)

Title _____
CEO
(Print or Type)

Dated: _____

Address _____
4915 Marlin Way

Oxnard, CA 93035

FOR COUNTY USE ONLY

Approved as to Legal Form

Richard Luczak, Deputy County Counsel

Date _____

Reviewed for Contract Compliance

Date _____

Reviewed/Approved by Department

Jason Anderson, District Attorney

Date _____



ATTACHMENT A

Campaign Contribution Disclosure (SB 1439)

DEFINITIONS

Actively supporting 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.

Agent: 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-subsidary 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.

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

Contractors must respond to the questions on the following page. If a question does not apply respond N/A or Not Applicable.

1. Name of Contractor: Sicuro Data Analytics
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. 3-4 and go to Question No. 5 No
3. Name of Principal (i.e., CEO/President) of entity listed in Question No. 1, if the individual actively supports the matter and 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):
Gregory DeAngelo
5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above): N/A

Company Name	Relationship

6. Name of agent(s) of Contractor: N/A

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)

7. Name of Subcontractor(s) (including Principal and Agent(s)) that will be providing services/work under the awarded contract if the subcontractor (1) actively supports the matter and (2) has a financial interest in the decision and (3) will be possibly identified in the contract with the County or board governed special district.

N/A

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:
N/A

Company Name	Individual(s) Name

9. Was a campaign contribution, of more than \$250, made to any member of the San Bernardino County Board of Supervisors or other County elected officer within the prior 12 months, by any of the individuals or entities listed in Question Nos. 1-8?

No If **no**, please skip Question No. 10.

Yes If **yes**, please continue to complete this form.

10. 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 understands that the individuals and entities listed in Question Nos. 1-8 are prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer while award of this Contract is being considered and for 12 months after a final decision by the County.