

**FIRST AMENDMENT TO THE SUBRECIPIENT AGREEMENT BETWEEN
COUNTY OF SANTA BARBARA AND SICURO DATA ANALYTICS, LLC**

THIS FIRST AMENDMENT to the Subrecipient Agreement, hereinafter referred to as “Agreement,” is made by and between the County of Santa Barbara, a political subdivision of the State of California, hereafter referred to as COUNTY, acting through the County of Santa Barbara Office of the District Attorney, hereinafter referred to as “DISTRICT ATTORNEY,” and Sicuro Data Analytics, LLC, hereafter referred to as “SUBRECIPIENT”.

WHEREAS, the parties desire to amend the Agreement to increase the total contract not-to-exceed amount from \$510,000.00 to \$610,000.00 and update Exhibit B – Budget and Payment Arrangements; and

WHEREAS, this First Amendment incorporates and does not otherwise amend the terms and conditions set forth in the Agreement approved by the Board on February 28, 2023, except as set forth below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, COUNTY and SUBRECIPIENT agree as follows:

FIRST AMENDMENT:

THE AGREEMENT IS AMENDED AS FOLLOWS:

1. All references to Exhibit A in Section 3, Scope of Services, Section 11, Ownership of Documents and Intellectual Property, of the Agreement shall include new Exhibits A-1.
2. Exhibit A, Statement of Work for the Detailed Racial Justice Act Analysis, Data Analytics, and Data Dashboards Project, is amended in its entirety by replacing it with the new Exhibit A-1, Statement of Work, attached hereto and incorporated herein by reference.
3. Section 2, Budget, of Exhibit B – Budget and Payment Arrangements, is amended in its entirety as follows:
 - a. Exhibit B – Attachment 1 represents the Project Budget for Exhibit A – 1, Statement of Work for the Detailed Racial Justice Act Analysis, Data Analytics, and Data Dashboards Project.
4. Section 3.b, Compensation, of Exhibit B – Budget and Payment Arrangements, is amended by replacing the not to exceed total of five hundred ten thousand dollars (\$510,000.00) maximum payments with six hundred ten thousand dollars (\$610,000.00).

5. Exhibit B – Attachment-1 is amended in its entirety as follows:

Fiscal Year	Budget Item	Cost
FY 2022-23	Office visit, data ingestion, cleaning, and audit	\$ 77,300
	Total FY 2022-23	\$ 77,300
FY 2023-24	Racial Justice Act analysis	\$ 27,000
	Dashboard	\$ 45,800
	Ongoing analytics	\$ 173,000
	Total FY 2023-24	\$ 245,800
FY 2024-25	Dashboard	\$ 26,200
	Ongoing analytics	\$ 105,700
	Data Migration for New CMS	\$ 80,000
	Racial Justice Act Analysis	\$ 75,000
	Total FY 2024-25	\$ 286,900
	Total Project Cost	\$ 610,000

6. This First Amendment modifies the Agreement only as expressly set forth above. Except as further amended herein, all other terms and conditions of the Agreement remain in full force and effect.

First Amendment to Sicuro Subrecipient Agreement between the County of Santa Barbara and Sicuro Data Analytics, LLC

IN WITNESS WHEREOF, the parties have executed this First Amendment to the Agreement to be effective on November 5, 2024.

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

COUNTY OF SANTA BARBARA:

By: _____
Deputy Clerk

By: _____
Chair, Board of Supervisors

Date: _____

RECOMMENDED FOR APPROVAL:

District Attorney

CONTRACTOR:

Sicuro Data Analytics, LLC.

By: _____
Signed by:
John Saunoch
8E486F1DF3B34EC...

By: _____
Signed by:
Gregory DeAngelo
A528B52423804BB...
Authorized representative

Name: Gregory DeAngelo

Title: President

APPROVED AS TO FORM:

Rachel Van Mullem
County Counsel

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

By: _____
Signed by:
Mike Munoz
B9828E0E6649481...
Deputy County Counsel

By: _____
DocuSigned by:
Betsy M. Schaffer
6BAAEA15901943F...
Deputy

APPROVED AS TO FORM:

Risk Management

By: _____
Signed by:
Greg Milligan
05F555F00269466...
Risk Management

EXHIBIT A-1

STATEMENT OF WORK

Project Title:	Detailed Racial Justice Act Analysis, Data Analytics, and Data Dashboards Project
Time of Performance:	March 1, 2023 – February 28, 2025

1. PROJECT DESCRIPTION

The parties wish to enter into this Agreement in order to establish the terms and conditions under which SUBRECIPIENT will work alongside partners across Santa Barbara County to verify and identify missing content from the District Attorney’s case management system; backfill missing and erroneous content within the case management system; perform ongoing statistical analysis of criminal charging and outcomes, as outlined in the Racial Justice Act.

2. PROJECT TIMELINE:

The anticipated timeline for this work is provided below. SUBRECIPIENT shall notify the COUNTY immediately if it is unable to adhere to the below timeline. This timeline is subject to adjustments depending on the ease of obtaining access to data, deploying code to backfill missing or corrupted content, and other unforeseen circumstances.

Period	Work to be completed
March 1, 2023 – March 31, 2023	Data ingestion, clarification of data elements, values within fields, development of data dictionary, visiting DA’s office to learn processes and procedures, data capture, etc.
April 1, 2023 - August 31, 2023	Production and delivery of data audit
September 1, 2023 - January 31, 2024	Data backfilling, verification, and initial construction of data visualization
February 1, 2024 – February 29, 2024	Production of phase 1 report of Racial Justice Act analysis, further development of internal data dashboard working in conjunction with DA’s management team to ensure that important analytical insights are incorporated
March 1, 2024 – October 1, 2024	Production of phase 2 report of Racial Justice Act analysis, continued development of internal data dashboard for the management team and assist with Data migration evaluation and validation for Case Management System (CMS) project
November 1, 2024 - February 28, 2025	Finalization of an internal data dashboard, development of an outward-facing data dashboard, production of requested data analytics for DA’s office

3. PROJECT PHASES

- a. **Data ingestion** - SUBRECIPIENT representatives shall pass necessary background checks to be able to access applicable data. SUBRECIPIENT will then reach out to schedule an in-person visit to COUNTY

office and contact COUNTY'S data administrator to determine how SUBRECIPIENT can gain access to the raw files that support COUNTY's case management system (CMS). This typically involves several back-and-forth exchanges to determine the best way to transfer all the identified files. Once SUBRECIPIENT obtains the raw data, SUBRECIPIENT shall reproduce the data, which requires an intimate understanding of how to connect various tables. Next, SUBRECIPIENT shall begin learning the contents of each variable within the various tables to ensure that SUBRECIPIENT knows the location, in the raw data, of each piece of information that is needed to conduct a tailored analysis. This phase of the process involves quite a few clarification emails to make sure that SUBRECIPIENT is certain in terms of its comprehension of COUNTY data. This process usually involves 60-80 hours.

- b. **Data verification** - Once the SUBRECIPIENT has ingested the raw data, it shall then begin a process of determining if the data contained in CMS is correct. In preliminary reviews, the SUBRECIPIENT has noticed that there can be strange entries (e.g., defendant age of 145 years old), incorrectly entered information, and erroneous or missing data. In many instances, there is some amount of redundancy in the data that enables SUBRECIPIENT to verify observations that were initially incorrectly entered but, by the time of disposition, information about the case has been correctly identified. This process usually involves 60-80 hours.
- c. **Data audit** - After ingestion and cleaning is completed, SUBRECIPIENT shall then conduct a data audit that focuses on cases where COUNTY would expect SUBRECIPIENT to have complete information regarding the case, including a final disposition. The aim of the audit is to determine how many observations are fully complete and how many are missing information. If there is a considerable amount of missing information that is pertinent for analysis, then SUBRECIPIENT must figure out how to back-fill this content, as any resulting analysis that SUBRECIPIENT performs might be inaccurate. This process usually involves 80-100 hours.
- d. **Content Crawling** - If there is a considerable amount of missing data, then SUBRECIPIENT shall perform content crawling from the court or other sites. This typically involves accessing content from the clerk's database to back-fill missing content. The time associated with this effort is not possible to accurately estimate but SUBRECIPIENT shall provide an estimate once the SUBRECIPIENT understands the extent of data missing.
- e. **Convert CMS to Analytical Data Set** - The CMS system is set up to be used by the DA's office to identify content associated with cases. This can result in the same case having many rows in the data. This could be due to many defendants being associated with a case but can occur for other reasons. For example, suppose that a defendant has numerous addresses listed on file with the DA's office. Sometimes these systems are set up so that each charge is associated with every known address of the defendant. Another example is that a defendant often receives multiple charges within a case, which can result in multiple rows in the CMS associated with a specific case-defendant combination. SUBRECIPIENT shall convert each defendant case into a single row. SUBRECIPIENT shall undertake other verifying steps. For example, active and juvenile cases are removed from the analysis. SUBRECIPIENT shall also work with the DA office to determine how to handle other situations, like diversion cases plead from a misdemeanor to a citation, and so on. This process usually involves 60-70 hours.
- f. **Conduct Data Analysis for Racial Justice Act** - SUBRECIPIENT shall produce a report that shall include three critical components. First, SUBRECIPIENT shall explain the data used in the analysis. This involves the steps taken to verify the data, basic summary statistics, and other institutional details that are critical for conducting the Racial Justice Act analysis. Second, SUBRECIPIENT shall provide an empirical analysis of the different types of crime that are committed across different groups of race, ethnicity, and national origin. Further, SUBRECIPIENT shall provide a scientific explanation for why an analysis of

“similarly situated” defendants requires the empirical analysis to focus on charge rates for these groups among those individuals that have been arrested, rather than comparing charge rates to the representative composition in the community that is associated with that group. This leads to the third component of the analysis, in which SUBRECIPIENT shall compare the average decision to bring charges, guilty rate, sentences, etc., after controlling for the requested charges (or something similar) in a case. More plainly stated, SUBRECIPIENT shall establish a fair comparison across cases so that SUBRECIPIENT can determine if discrepancies exist by race. This process usually involves 140-160 hours.

- g. **Ongoing Data Analytics** – Once SUBRECIPIENT has completed the process of ingesting data, conducting a data audit, backfilling necessary content, and verifying the data that is used in the Racial Justice Act analysis, future requests for data analytics will involve considerably less effort and lower costs. The data used in future analyses will need to be periodically updated so that SUBRECIPIENT is utilizing the most comprehensive and up-to-date content, should that be necessary. Additionally, future data ingestion efforts will require the same level of verifying and data backfilling, but only for the new content. Importantly, requests for additional data analyses will not require learning new institutional details about the District Attorney’s office, as this effort will have already been undertaken through the analysis of the Racial Justice Act.
- h. **Development of Data Dashboards** – Once SUBRECIPIENT has constructed an analytically accurate and complete data set for the prosecutor’s office, SUBRECIPIENT shall construct an outward-facing data dashboard, as well as an internal data dashboard intended for use by the management team in the Santa Barbara District Attorney’s Office. The dashboards shall be developed with a limited time delay (e.g., 1-day delay) and analytics will be constantly running and updating. The dashboard shall provide basic information pertaining to workflow (e.g., number of cases per Deputy District Attorney, number of active cases broken apart by case type), more nuanced information (e.g., the average length of time from filing to final disposition by case type), as well as an outlier analysis. In addition to analytics that the SUBRECIPIENT has already identified as potentially useful, SUBRECIPIENT shall work with the management team to generate the most fruitful set of analytics to improve management decision-making.
- i. **Data migration evaluation and validation for Case Management System (CMS) project**- To assist in the District Attorney’s transition to a new case management system, SUBRECIPIENT shall work with District Attorney staff to develop a detailed migration plan, including mapping data fields between the old and new systems. During the migration process, the SUBRECIPIENT shall review incremental data transfers, checking for completeness and accuracy at each stage. Validation steps involve running consistency checks, comparing sample data against predefined criteria, and verifying that all records are correctly transformed and loaded. Post-migration, the SUBRECIPIENT shall conduct a thorough review and audit, including user acceptance testing, to ensure that data integrity is maintained throughout the conversion.

4. **Indemnification and Insurance:**

SUBRECIPIENT agrees to the indemnification and insurance provisions with no special limitations affecting COUNTY OF SANTA BARBARA as set forth in EXHIBIT C attached hereto and incorporated herein by reference.

5. Confidentiality:

- a. Confidential information is defined as all information disclosed to SUBRECIPIENT which relates to COUNTY'S past, present, and future activities, as well as activities under this Agreement.
- b. SUBRECIPIENT shall hold all such information as SUBRECIPIENT may receive, if any, in trust and confidence, except with the prior written approval of COUNTY.
- c. Upon termination or expiration of this Agreement, SUBRECIPIENT shall return to COUNTY all written and descriptive matter which contains any such confidential information, except that SUBRECIPIENT may retain for its files a copy of SUBRECIPIENT'S work product if such product has been made available to the public by COUNTY.

6. Background Checks

1. SUBRECIPIENT agrees that any and all employees, agents or assignees responsible for conducting any work on COUNTY'S data project shall provide COUNTY with a completed COUNTY background package and agree to provide Live Scan fingerprints. COUNTY shall utilize this information to conduct a full background check, at COUNTY'S sole cost and expense, on any individual who will be working on the data project. COUNTY reserves the right to refuse access to the data project to any SUBRECIPIENT employee, agent or assignee who refuses to provide a COUNTY background package and/or Live Scan fingerprints within ten (10) days of assignment to COUNTY data project. In the event that COUNTY determines that a SUBRECIPIENT employee, agent or assignee does not meet the internal COUNTY background criteria, they will be terminated from the project and a replacement will be provided by SUBRECIPIENT within five (5) business days. Background eligibility is within the sole discretion of COUNTY. Specifications of COUNTY background criteria are confidential and COUNTY will not be required to disclose the basis for any determination of ineligibility.
2. In addition to COUNTY background procedures, prior to presenting the COUNTY with an employee, agent or assignee for COUNTY clearance to work on this project, SUBRECIPIENT must have conducted prior to SUBRECIPIENT'S hiring or engagement of such individual, at a minimum, a complete background check including a social security number trace, address history, criminal database search, national sex offender registry search and criminal record search by jurisdiction, on all employees, SUBRECIPIENTs and volunteers involved with solution development or with access to COUNTY case information. Hosted solution providers may be required to have additional background clearance for employees, SUBRECIPIENTs and volunteers.