



CONTRA COSTA COUNTY

AGENDA

Racial Justice Oversight Body

Wednesday, November 19, 2025

3:00 PM

1026 Escobar Street, 238/239, Martinez,
CA 94553 |

<https://cccouny-us.zoom.us/j/844226946>

71| Call-In: 214 765 0478 Dial: 2188046

Data

Agenda Items: Items may be taken out of order based on the business of the day and preference of the Committee

1. Roll Call and Introductions
2. Public comment on any item under the jurisdiction of the Committee and not on this agenda (speakers may be limited to two minutes).
3. RECEIVE and APPROVE the Record of Action for the October 22nd, 2025 meeting of the Racial Justice Oversight Body Data Subcommittee, with any necessary corrections. [25-4921](#)
Attachments: [RJOB Data Subcommittee Record of Action 10.22.2025](#)
4. HEAR member updates on data acquisition efforts. [25-4922](#)
Attachments: [CCC DRAFT Data Report Links and Definitions](#)
5. DETERMINE next steps for the subcommittee's Sheriff's Quarterly Report recommendations. [25-4923](#)
Attachments: [Proposals for Inclusion in Quarterly Sheriff's Oversight Reports Draft](#)
6. DISCUSS logistics and objectives of a data walk for the subcommittee. [25-4924](#)
7. REVIEW Santa Barbara County's data sharing agreements. [25-4925](#)
Attachments: [Blurb within Santa Barbara County](#)
[CJDC MOU executed](#)
8. DETERMINE the subcommittee updates that the full body chair will present during the December 15th, 2025 Equity Committee Meeting. [25-4926](#)

9. DISCUSS any general updates from subcommittee members or ORESJ staff. [25-4927](#)
10. REVIEW and ASSIGN actions items from today's meeting. [25-4928](#)

The next meeting is currently scheduled for December 17th, 2025.

Adjourn

The Committee will provide reasonable accommodations for persons with disabilities planning to attend the Committee meetings. Contact the staff person listed below at least 72 hours before the meeting. Any disclosable public records related to an open session item on a regular meeting agenda and distributed by the County to a majority of members of the Committee less than 96 hours prior to that meeting are available for public inspection at 1026 Escobar Street, 2b, Martinez, CA 94553 , during normal business hours. Staff reports related to items on the agenda are also accessible online at www.contracosta.ca.gov. If the Zoom connection malfunctions for any reason, the meeting may be paused while a fix is attempted. If the connection is not reestablished, the committee will continue the meeting in person without remote access. Public comment may be submitted via electronic mail on agenda items at least one full work day prior to the published meeting time.

For Additional Information Contact: Peter Kim peter.kim@oresj.cccounty.us



CONTRA COSTA COUNTY

1025 ESCOBAR STREET
MARTINEZ, CA 94553

Staff Report

File #: 25-4921

Agenda Date: 11/19/2025

Agenda #: 3.

Advisory Board: Racial Justice Oversight Body, Data Subcommittee

Subject: Record of Action

Presenter: Peter Kim

Contact: Peter Kim, peter.kim@oresj.cccounty.us <<mailto:peter.kim@oresj.cccounty.us>>

Information:

County Ordinance requires that each County body keep a record of its meetings. Though the record need not be verbatim, it must accurately reflect the agenda and the decisions made in the meetings.

Referral History and Update:

Attached for the Subcommittee's consideration is the draft Record of Action (Meeting Minutes) for the Committee's October 22nd, 2025 meeting.

Recommendation(s)/Next Step(s):

Staff recommends approving the Record of Action for the October 22nd, 2025 meeting of the Racial Justice Oversight Body Data Subcommittee, with any necessary corrections.

Racial Justice Oversight Committee - Data Subcommittee

Record of Action for October 22, 2025

Attendance:

Committee Members present:

(In-Person) Matt Malone (Superior Court), Jeff Landau (Public Defender); Shannon Ortland (Office of Ed); Patrice Guillory (Probation); Simon Oconnell (DA); Melvin Willis (ACCE);

(Virtual)

Absent: Gilbert Salinas (Health Dept), Chala Bonner (ACCE; Subcommittee Chair)

Staff Members present:

Peter Kim, Emaan Ahmed (ORESJ)

Public Members present:

Jill Ray (District 2)

Roll Call Attendance/Introductions

Subcommittee Chair Chala Bonner is on sabbatical through Dec 2025. Interim Subcommittee Chair Patrice Guillory convened the meeting at 3:10 PM. Quorum was not met. (Simon O'Connell arrived at 3:22, achieving quorum; Melvin Willis arrived at 3:39).

Public Comment on any item under the jurisdiction of the Committee and not on this agenda (speakers may be limited to two (2) minutes).

None

1. RECEIVE and APPROVE the Record of Action for the July 23, 2025 meeting of the Racial Justice Oversight Body Data Subcommittee, with any necessary corrections.

Public Comment:

No comment.

No vote because lack of quorum.

2. HEAR member updates on data acquisition efforts.

Matt Malone: Shared update on what he has been able to collect/gather via Odessey database. Of the data able to collect, can share 1) bail bond posted, 2) bail bond reinstated, 3) Court referral to custody alternative, 4) Own Recognizance.

Statutes limit our ability to share numbers only; no identifying information (i.e. demographics including race, gender, etc); accuracy question still looms.

We can break things down by month/year, by locations. But for certain categories, like bail bond reinstated, the numbers are so low per month, so may have to collect/share by year to protect individuals.

Jeff Landau: race continues to be a need, esp for this body; gender would be great. And offense type would be great too.

Matt: offense type might be possible, we will look into it. Race is not clear what's possible, and even when collected, it's never confirmed or cross-referenced and it is unclear how completely, accurately, or consistently it is collected via Odessey.

Jeff Landau: will provide updates during next item.

Public Comment:

No comment

No action required so no vote was taken.

3. REVIEW CCC criminal data reports from various public databases.

Jeff: put together some charts and discussed. Reviewed other sources of data and pulled relevant data to offer examples of what is available and can be added to any public facing materials CCC prepares for public.

- *BSCC (2015, 2017, 2022)*
- *2023 CA Reparations Report*
- *CCC Public Defenders Report (CPE) (2025)*
- *CA Criminal Street Gang Arrest and Filing Rates (2006-2018)*
- *RJTF Recommendations*

BSCC reports/data:

Jill Ray: pie charts do not seem entirely accurate or reflective of the data sets and there needs explanation, and if needed, correction.

Patrice: And what are you hoping this data could help inform?

Jeff: Was thinking of more focus on countywide arrest rates and reported crimes, and more detail around jail population (esp subpopulations). This would be a broader focus than just the Sheriff report.

We can also look at this data from previous periods of time and compare to current numbers to illustrate trends. A point of reference to arrests to match up with numbers around reported crimes, to determine whether there are disparities.

2023 CA Reparations Report:

Jeff: We can look at the data that is collected, as indicated by this report, and then do our own search for the data points that are of interest to RJOB, since we know that the data exists (though to what degree remains to be seen) and which agency is collecting the data in question.

Melvin: When looking at data, say arrest rates, we need to also to juxtapose with County populations during the same years to better understand how certain populations are impacted over time and what trends are we seeing.

Simon: Something to determine is whether we have the capacity to collect and synthesize the data; yes it may be collected and exist (to some degree) but the system may not accurately collect because the data is not being utilized or maintained as a data set; the data may live on documents somewhere, or in a non-data field (i.e. notes, Court input), but not necessarily in a field that the system can pull from.

The data can also be overwhelming if we just collect to collect. Let's start small, stay focused, and not overwhelm the audience / public with data overkill, which will defeat the purpose we are trying to achieve.

Patrice: our data systems are not always built to produce the kinds of data we want. How can we focus exclusively on the data that informs our understanding of the disparities that exist, that can produce recommendations for policy and processes.

Matt: Who will we have as experts to do the data analysis once we've collected all of this data? Collecting data is one thing, but what it tells us and what we do with it, is another.

Patrice: Diversion research project is an example of creating a model of practice around data collection and sharing. To start small, focused, and localized, to learn from.

Melvin: I would like to hone in and focus on 2020 and after. Pandemic and Floyd murder changed so many things that year so its hard to compare today's conditions/dynamics with pre-2020 conditions/dynamics

Jeff: Looking at RJTF report will be helpful to provide public with an update on what the priority areas should/could be.

Patrice: Based on this data, what do we want to hone in on?

Melvin: Correlations with income data and employment trends and opportunities to assess how people with fewer means and resources are more/less likely to commit crimes and/or being targeted by law enforcement or charged/convicted.

- *Can Public Defender provide data on who they serve as a proxy for income? Since all folks who are eligible for PD representations are technically indigent.*
- *Can Court track those who receive fee waivers?*

Next steps: Continuing to review the data and Begin to thinking about specific decision points or categories that we want to focus on? Jail population, reported crimes (?), arrest rates, charges, convictions (dismissals), incarceration. Police violence, deaths/suicides.

Push items 3, 6, 7, 8 to next meeting on Nov 19 (confirmed).

Adjourned at 4:57 PM.

Not an official report, but his data. Walked through CCC Adult Misdemeanor and Felony Arrest Rates by Race 2014-2023.

More recent than what's currently available on County sites (through 2020), and what's reflected

Black males do not make up the majority of arrests, but when looked at the rates in relation to their percentage of population, they are over represented and disproportionately arrested.

At the level of whole numbers, Black and white males are at comparable numbers.

This is info from CA DOJ Open Justice data site. A pretty easy, user friendly site. Lot of filters and ways to layer and disaggregate.

An inaccurate framing from 2018 when looking at 2014, what was framed as a disparity in arrest rate, rather than as a whole number differences. For example, saying White adults were arrested 4x higher rate than Black adults, but that's not exactly the case.

How do we want to use this data and share?

- *Provide an updated set of CJ data for County for accuracy sake; correct any inaccuracies*
- *Lift up and identify noticeable disparities and trends*
- *Consider a single repository for data collection and sharing*

Garibay: Once you have the data, what do we do with it? How do we correlate disparities with actual intent or malice? How will we look at police beats in a city or jurisdictions to account for the higher concentrations of racial groups, where the arrests are happening (by city and community), the kinds of stops/arrests?

Matt: Looked at 3 categories: folks currently on bail, OR and EM; we have data points that speak to these. Talking with the folks over their case management system (Odessey since Mar 2022), a lot of staff turnover, but able to assess and organize case categories/case events, the times we released on bail or OR; EM is harder to pull out; can do it by monthly and yearly; may not be able to account for double counts of the same person.

Both the DA and PD office have written to the Court separately requesting data and proposing an effort to improve data collection.

Court does not collect disaggregated data by race; only whole numbers over time (i.e. more people released on OR in 2022 compared to 2023); whole numbers are most Court can give.

We do not independently track race, but DA or PD might, but Court cant verify. And if so, that data point cant be tracked in Odyssey.

As soon as IT and case management folks are able to get back to Matt, he can present what is truly available.

The plus side is we can assess some of the release data.

Jeff: Can you please confirm that Odessey, or the Court, does not track race data? Zip code, age, gender?

Emaan:

Release data is seemingly available.

Convictions by penal code.

Sentencing?

Reductions or dismissals?

How many were charged? How many did the DA actually file?

Garibay: w/o a true microanalysis, how do we know of how many cases the DA actually filed compared to how many were charged? Of those, how many were convicted and not? Racial disparities?

Matt: How do we track and follow the whole process? It's such a big project, and its more than what this group can do (time, capacity, authority) given the legal limitations.

Shannon: a similar struggle in collecting data exists in schools and education. Data integration is a consistent challenge.

Public Comment:

No comment

No action required so no vote was taken.

3. DISCUSS the Sheriff Department's Quarterly Report that took place on August 12th, 2025.

Jeff: We could possibly track: on pge 48, total number of suicide deaths, can we track by race? Not just the death but the officer.

On page 49-53, Same with use of force incidents. Were there any incidents in 2024? It says zero.

Garibay: the penal code defines bodily injury, use of force, etc, so if it doesn't fall under those definitions. Also, this only accounts for Q3/4, not the whole year.

Public Comment:

No comment

No action required so no vote was taken.

4. REVIEW and ASSIGN actions items from today's meeting

Will follow up with co-chair about work group to review the sheriffs report and Jeff will participate.

Continue collecting data assignments in progress

Memorialize that both DA and PD are doing to work with Court on Racial Justice Act mandates (f/u with Jeff and Simon for language)

Public Comment:

No comment.

No action required so no vote was taken.

Next Subcommittee meeting is scheduled for Wednesday, September 24, 2025 at 3:00 PM.

Adjourn

Meeting was convened at 5:07 PM.



CONTRA COSTA COUNTY

1025 ESCOBAR STREET
MARTINEZ, CA 94553

Staff Report

File #: 25-4922

Agenda Date: 11/19/2025

Agenda #: 4.

Advisory Board: Racial Justice Oversight Body, Data Subcommittee

Subject: HEAR member updates on data acquisition efforts.

Presenter: Patrice Guillory (Chair)

Contact: Peter Kim, peter.kim@oresj.cccounty.us

Information: Share any updates, challenges, and successes in acquiring the data points discussed during May's Data subcommittee meeting. If available, discuss any findings made.

Referral History and Update:

During the May 28th, 2025 Data subcommittee meetings, members identified data points that they will work on acquiring.

Recommendation(s)/Next Step(s):

n/a

CCC Data Report Links and Definitions

1. 2023 Reparations Report, Chapter 31: California Prosecutorial & Judicial Race Data Survey

<https://oag.ca.gov/system/files/media/ch31-ca-reparations.pdf>

2. Board of State and Community Corrections, Publicly Accessible Data Sets: Contra Costa County

<https://www.bscc.ca.gov/wp-content/uploads/Contra-Costa.pdf> (2015)

<https://www.bscc.ca.gov/wp-content/uploads/Demographic-Reference-Data-Contra-Costa.pdf> (2017)

https://bscc.ca.gov/wp-content/uploads/Contra-Costa-County-Demographic-Reference-Data_Feb2022.pdf (2022)

3. DOJ OpenJustice Context and Definitions

<https://openjustice.doj.ca.gov/data>

Arrests:

California LEAs report monthly information on felony, misdemeanor, and status offense arrests occurring within the state as part of the Monthly Arrest and Citation Register (MACR). This dataset includes aggregated counts of arrests by county, gender, race/ethnic group, age group, and offense level.

Crimes and Clearances (including Arson):

Crimes and Clearances are reported monthly by LEAs throughout the state. The data is reported as part of the Federal Bureau of Investigation's (FBI), Uniform Crime Reporting (UCR) Program and includes the number of actual offenses as well as the number of clearances as per the UCR guidelines. Supplemental data are also collected on the nature of some of the crime types and the value of property stolen and recovered. The information is used to provide statistical data on the offenses of: criminal homicide, rape, robbery, aggravated assault, burglary, larceny-theft, motor vehicle theft, and arson.

https://data-openjustice.doj.ca.gov/sites/default/files/dataset/2025-07/Crimes-Clear-Arson%20Context_06162025.pdf

Cleared by Arrest – an offense is considered cleared when at least one person involved in the commission of the offense has been (1) arrested, (2) charged, and (3) turned over to the court for prosecution (UCR definition).

A **clearance rate** describes the percentage of clearances reported to the number of crimes reported. A clearance rate is calculated by dividing the number of clearances by the number of crimes reported. The result is multiplied by 100. For example, in 2018 there were 1,116 clearances for homicide crimes and 1,739 homicides reported. This equals a homicide clearance rate of 64.2 percent.

The number of reported homicide, rape/forcible rape, and aggravated assault crimes represent known victims, while for robbery, burglary, larceny-theft, motor vehicle theft, and arson, the number represents known incidents.



CONTRA COSTA COUNTY

1025 ESCOBAR STREET
MARTINEZ, CA 94553

Staff Report

File #: 25-4923

Agenda Date: 11/19/2025

Agenda #: 5.

Advisory Board: Racial Justice Oversight Body, Data Subcommittee

Subject: DETERMINE next steps for the subcommittee's Sheriff's Quarterly Report recommendations.

Presenter: Patrice Guillory (Chair)

Contact: Peter Kim, peter.kim@oresj.cccounty.us

Information:

Subcommittee members will determine how to proceed with the draft of recommendations for the Sheriff's Quarterly Report presented during the October 22nd, 2025 meeting.

Referral History and Update:

The Board of Supervisors encouraged the Racial Justice Oversight body to analyze the Sheriff's Quarterly report and share any feedback or suggestions.

Recommendation(s)/Next Step(s):

n/a

Proposals for Inclusion in Quarterly Sheriff's Oversight Reports

1. Reporting on CCCSO Law Enforcement Involved Fatal Incidents:

- a. race of the deceased individuals
- b. findings of any investigations
- c. any actions taken following investigation findings
- d. manner of death (e.g., use of force, suicide while in custody)

Data on “use of force incidents reported to State DOJ” in current sheriff’s oversight reports do not include Law Enforcement Involved Fatal Incidents.

2. CCCSO Use of Force Not Reported to DOJ:

- a. race of the individual subjected to force
- b. type of force (K9, 40mm, taser, baton/flashlight, “personal body weapons”)
- c. injuries sustained, if any
- d. findings of any investigations
- e. any actions taken following investigation findings

3. Data for the Custody Services Bureau’s “Total Number of Suicide Deaths” report:

- a. race of the deceased individuals
- b. location of death (e.g., in facility, in field)
- c. findings of any investigations
- d. actions taken following investigation findings, if any
- e. relevant criteria for inclusion in this report

4. Data for the Administration Services Bureau’s “Internal Affairs Investigations Initiated” report:

- a. for citizen complaints, race of complainant
- b. referral by type (e.g., citizen complaint, internal referral)
- c. complaint by type (e.g., use of force, dishonesty, racial bias)
- d. findings of investigations
- e. actions taken following investigation findings, if any
- f. citizen complaints received not resulting in initiation of IA investigation

5. Data for the Field Operations Bureau’s “Writ of Possession of Real Property with Tenant Removal” and “Tenant Removal with Use of Force” reports:

- a. race of tenants removed

- b. for tenants removed with use of force, the type of force used and whether the tenant sustained any injury
- 6. Data for the Custody Services Bureau's "In-Custody Deaths" report:
 - a. race of the deceased individuals
 - b. location of death (e.g., in facility, in field)
 - c. findings of any investigations
 - d. actions taken following investigation findings, if any
 - e. "in-custody" definition
- 7. Data for the Custody Services Bureau's "ICE I-247A Requests for Notification" report:
 - a. race of the individuals ICE requested from CCCSO for notification
 - b. race of the individuals CCCSO notified to ICE
- 8. More information on bookings that go through CCCSO's office:
 - a. Top 5 bookings of offense types within 1 year
 - b. Percentage & number of charges for most common / all bookings within a year or quarterly

*** Program failures – individuals going through programs, but got arrested

*** Residential area of people arrested



CONTRA COSTA COUNTY

1025 ESCOBAR STREET
MARTINEZ, CA 94553

Staff Report

File #: 25-4924

Agenda Date: 11/19/2025

Agenda #: 6.

Advisory Board: Racial Justice Oversight Body, Data Subcommittee

Subject: DISCUSS logistics and objectives of a data walk for the subcommittee.

Presenter: Patrice Guillory (Chair)

Contact: Peter Kim, peter.kim@oresj.cccounty.us

Information:

Discuss possible dates, format, and objectives of a data walk.

Referral History and Update:

Subcommittee members discussed the possibility of reviewing the various data reports and sets during the September 24th, 2025 meeting.

Recommendation(s)/Next Step(s):

n/a



CONTRA COSTA COUNTY

1025 ESCOBAR STREET
MARTINEZ, CA 94553

Staff Report

File #: 25-4925

Agenda Date: 11/19/2025

Agenda #: 7.

Advisory Board: Racial Justice Oversight Body, Data Subcommittee

Subject: REVIEW Santa Barbara County's data sharing agreements.

Presenter: Patrice Guillory (Chair)

Contact: Peter Kim, peter.kim@oresj.cccounty.us

Information:

Review the MOU's and informational documents on Santa Barabara's data sharing practices.

Referral History and Update:

n/a

Recommendation(s)/Next Step(s):

n/a

- *Blurb within Santa Barbara County's FY 2021-22 Realignment Plan describing the CJDC :*

CRIMINAL JUSTICE DATA COMMITTEE

The Criminal Justice Data Committee (CJDC) is a collaboration of six (6) county agencies that facilitate cross-agency data sharing so that the entire justice system can better gather comprehensive information for decision and policy making. Current participating agencies include the Santa Barbara County Sheriff's Office (SBSO), District Attorney's (DA) Office, Public Defender's Office (PD), Superior Court, Department of Behavioral Wellness (DBW) and the Santa Barbara County Probation Department.

The CJDC is tasked with developing a data exchange infrastructure, process, and governance to enhance the ability to collect and analyze data on shared clients and improve data integration between agencies. To this end, the group has developed a Master Name Index (MNI). The MNI is an innovation that resolves a core issue of cross-agency data sharing through its creation of a virtual 'handshake', or index allowing disparate systems to identify common clients regardless of where a justice-involved individual's data exists. With the MNI in place, partner agencies can confidently connect their data and begin to explore workload efficiencies and applications to improve customer service as well as create reports and visualizations of the data.

In FY 2020-2021, the number of agencies contributing to the MNI expanded to include the PD's Office as the fourth agency –in addition to Probation, SBSO and the Superior Court- as contributing members to the MNI. Locally, the County is able to pull and report recidivism data in part because of the County's partnership with the Results First Initiative-now called the CSAC Support Hub for Criminal Justice Programming-as well as its data exchange partnerships with the Sheriff and Superior Court through the work of the CJDC. In addition, in FY 2020-2021, the CJDC also began to authorize particular recurring data exchanges between departments allowing for workload efficiencies to be realized.

Santa Barbara County Interagency
MEMORANDUM OF UNDERSTANDING
Regarding the County Integrated Justice Information System

1. PARTIES

This Memorandum of Understanding (MOU) is entered into by the following parties:

- County Probation Department (Probation)
- County District Attorney's Office (DA)
- County Public Defender's Office (PD)
- County Sheriff's Office (Sheriff)
- Superior Court of California, County of Santa Barbara (Court)

The foregoing parties are referred to herein individually as an "Agency" or "Party" and collectively as the "Agencies" or "Parties".

2. PURPOSE

This MOU memorializes the Parties' understanding of each Agency's access to an Integrated Justice Information System (IJIS), a platform that will allow the Parties to share, analyze, and report data pertaining to shared clients as agreed among MOU Parties.

This MOU does not directly authorize any data to be shared among Parties, but describes a uniform process and framework for Parties to participate in such data sharing agreements that will define the allowable internal and/or external uses of data shared through the IJIS platform.

3. ADMINISTRATION OF MOU

3.1 Notices. Any notice or consent required or permitted to be given under this MOU shall be given to all other Parties in writing. Notices shall be sent to the individuals identified in **Attachment A** as an authorized administrative representative of this MOU for their respective Agency.

3.2 Changing Agency Designated Representatives. Any Party may change its administrative representative by providing written notice of the change to all other Parties. Any such change will become effective upon receipt of such notice by the other Parties to this MOU.

4. TERM AND TERMINATION

4.1 Term. This MOU is effective on the date all of the Parties have signed and shall continue in force through June 30, 2020, renewing for a one-year term beginning each July 1st thereafter, unless terminated in writing by all Parties.

- 4.2 Termination. Any Agency may terminate its participation in the MOU immediately in the event of a material breach (e.g., unauthorized disclosure of data, use of data by any party for purposes not authorized by this MOU). Any Agency may terminate its participation in this MOU for any reason upon 45 days written notice to the other Parties.

Upon termination any Agency, the IJIS Administrator shall terminate IJIS access to send or receive further data to or from that Agency. Additionally, to the extent applicable, the IJIS Administrator shall delete, destroy, and/or deliver back to the terminating Agency all of that Agency's data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by the terminating Agency under this MOU, except such items as the Agency may, by written permission, permit the IJIS to retain.

- 4.3 Suspension. Each Agency contributing data under this MOU reserves the right to immediately suspend data sharing of that Agency's own data elements, without prior notice, upon reasonable belief by the suspending Agency that this MOU has been violated or to protect its systems, personnel, or the public in the event of a suspected or actual security breach or unauthorized use or disclosure of data. As needed for maintenance purposes, any Agency may suspend data sharing with advance notice to all other Parties in accordance with Section 11 (Required Notifications). The suspending Agency may reinstate suspended data sharing services upon verification that any violations have been investigated, and if verified, corrected, and that appropriate measures have been taken to prevent future violations.

5. ENTIRE AGREEMENT AND AMENDMENT

This MOU contains the entire and complete understanding of the parties hereto concerning the IJIS platform, and supersedes any and all other previous or contemporaneous agreements, representations, and warranties, whether oral or written, regarding data sharing through the IJIS. This MOU may be altered, amended, or modified only by a written instrument executed by all Parties to this MOU, and by no other means, except as follows:

- 5.1 Attachments. This MOU includes the following Attachments:

5.1.1. Attachment A: MOU Agency Designated Representatives

Any Party may change its Designated Representative as set forth in Section 3.2 above, without requiring a formal amendment to this MOU. The IJIS Administrator shall maintain the current list of Participating Agency Representatives.

5.1.2. Attachment B: Conceptual Overview of IJIS Data Sharing

This flowchart is provided and maintained by the IJIS Administrator, and is attached hereto for illustrative purposes only.

5.1.3. Attachment C: Conceptual Guide to IJIS Data Request and Review Process

This summary is provided and maintained by the IJIS Administrator, and is attached hereto for illustrative purposes only.

5.2 Separate Agreements between Parties. Any data sharing agreements entered between participating Parties according to the process set forth in Section 6.2 (Data Elements Shared) shall not require the consent of unaffected MOU Parties.

6. PARTIES' RESPONSIBILITIES

6.1 Data Sharing Infrastructure: Probation shall provide the following:

- a. Database Services to host the application and data integration structure.
- b. Internet Information Server to host web applications such as API (Application Program Interface).
- c. To the extent that funding is available, one EDP Systems Programming Analyst position to serve as IJIS Administrator, providing database administration and integration assistance to partner Agencies.

6.2 Data Elements Shared through Separate Written Agreement: A Party shall enter a separate written agreement with one or more participating Parties, subject to the general terms of this MOU, to specify the data elements to be shared as well any other necessary terms agreed upon between those Parties (e.g., data format, frequency of updates, authorized uses). Any Party shall only access data of another Agency through the IJIS to the extent authorized by the foregoing separate agreement. Prior to the execution of the foregoing separate agreement, a Party shall not access data from another Party through the IJIS.

To the extent set forth in each separate data sharing agreement approved by the participating Parties' Administrations, each participating Party shall share data as permitted under applicable confidentiality restrictions for use in reports about the provision of services by the Law and Justice community. Each Party receiving a request to share data under this MOU is responsible for determining whether any of the data elements it maintains originated from another Agency, and if so, to obtain written consent from the owning Agency, prior to sharing that data.

Parties further anticipate that there may be opportunities to use one or more Agencies' data to enhance the effectiveness or efficiency of other Law and Justice partners who are not Parties to this MOU, through the process set out for third-party access (Section 7.4).

- 6.3 Periodic Review: Each Party agrees to review this MOU and any related Integrated Justice Information System policies and procedures for accuracy at least every three years, beginning in July 2021.

7. AUTHORIZED ACCESS

- 7.1 CORI and HIPAA Requirements. Anyone including any Party Agency, who has been authorized by a participating Agency to view data in the Integrated Justice Information System that could be used to associate criminal history, criminal offender record information, or HIPAA-protected information with an individual must meet the legal requirements for such access, including Penal Code section 13300 requirements. De-identified, aggregate data that meets the standard set forth at 45 C.F.R. § 164.514 does not have this restriction and is subject to the other sections of this MOU governing use of data.
- 7.2 System User Accounts. Each Agency is responsible for creating individual System User accounts for any Agency employees authorized to request data reports through the Integrated Justice Information System. Each Agency is responsible for ensuring user accounts are current and to deactivate or terminate user accounts promptly when users leave the Agency or no longer meet the Agency's qualifications for a System User account.
- 7.3 Clearance Requirements. Each Agency shall assign a clearance level to each individual System User account for that Agency's employees, based on an employee's background and training, which will control what data elements are available to or restricted from access by that user. Each Agency is responsible for ensuring its System User account clearance levels are accurate at all times.
- 7.4 Third-party Access to Data:

Requests for data from the Integrated Justice Information System may come from third parties (e.g., external policy stakeholders, Law and Justice Community partners, requests under public records laws including the Public Records Act and California Rule of Court 10.500) that are not parties to this MOU. All third-party requests shall be sponsored by a Party Agency, and shall proceed through an authorized System User of the sponsor Agency with the appropriate clearance level. Disclosure of the data shall only occur if permitted by applicable law.

For any Public Records Act request to an Agency for information that may include data of the Probation, DA, PD or the Sheriff, an agency shall treat this as a multi-departmental Public Records Act request and shall coordinate through the County's Executive's Office, in accordance with County Policy.

For any public records request to a Party for information that may include data of the Court, each Party shall treat this as a public records request to the Court and shall coordinate through the Court's Executive Office in accordance with Court policy.

Neither a County Agency nor the Court shall disclose the other's confidential data in response to a public records request without the prior written consent of all Parties, whose data elements are included in the request.

8. IJIS PLATFORM TERMS OF USE

- 8.1 Data Security Controls. Each Agency making its data accessible through the Integrated Justice Information System maintains full responsibility to ensure the security of its own data, including that protected elements are disseminated only to authorized System Users with appropriate clearance levels or in de-identified aggregate form as permitted by applicable laws, regulations, and Agency policies and procedures.

Since the IJIS does not store data, the security of any data once shared is the responsibility of the sharing Parties to set forth under their separate data sharing agreement (see Section 6.2). At minimum, each Agency sharing or receiving data through the IJIS shall comply with and implement industry-standard safeguards against the loss, misuse, or unauthorized disclosure of data. Any data shared or accessed under this MOU shall not be stored or transmitted outside the continental United States; the physical location of the equipment where such data is stored shall be within the continental United States.

- 8.2 Enforcement Rights. Each party has the responsibility and authority to monitor and enforce the implementation of this MOU. Parties agree to cooperate with each other in the implementation of this MOU and to accomplish the purposes of this MOU.

- 8.3 Integrated Justice Information System MOU Training. Each Agency agrees to appropriately educate its authorized System Users and IT personnel who will engage with the Integrated Justice Information System regarding the terms of use set forth in this MOU.

- 8.4 Penalties for Misuse: If an individual System User or Agency misuses data governed by this MOU:

- 8.4.1 They take upon themselves full legal responsibility for such misuse and hold harmless the Agency (ies) that may have contributed the data.
- 8.4.2 They are subject to being barred from further access to data. The Integrated Justice Information System Administrator shall make that determination in consultation with any affected Agency system administrator.

- 8.4.3 If any Agency contributing data believes its data is not being used in accordance with this MOU, they may request the IJIS Administrator to immediately suspend an offending individual System User account. Such requests will be honored by the IJIS Administrator, to ensure that the offending individual has no further access to Agency data while investigation occurs.
- 8.4.4 An Agency may request that the IJIS administrator suspend all data sharing from that Agency according to the process set forth in Section 4.3.
- 8.4.5 Parties may include additional enforcement language, subject to IJIS Administrator's confirmation, within their separate data sharing agreements established under Section 6.2 to this MOU.

8.5 Data Uses: Parties may use Agency data accessible through the IJIS to the extent authorized by the contributing Agency, whether for internal purposes, for coordination with Participating Agencies, or for external publication. Any use of data in a publication or report for uses including, but not limited to, budget hearings, grant applications, news stories, etc., must first be approved as to content by each Agency whose data is included in the release.

8.6 Accuracy Disclaimer: None of the Agencies contributing data make any warranty as to the accuracy or availability of data contributed. Although each Agency strives for its data to be correct, it is understood that there may be discrepancies.

9. PRIVACY AND CONFIDENTIALITY

Each Agency acknowledges that information accessed or shared through the Integrated Justice Information System is restricted and may be confidential. Access to Agency data through the Integrated Justice Information System shall be governed by the most stringent of all applicable laws, statutes, rules, and regulations, including those related to privacy. Each Agency will disclose IJIS data only to its officers and employees who have the right to know and a legitimate need to know such data, and who have executed a confidentiality agreement with such Agency that is at least as protective of the data as the provisions of this MOU. An Agency or third party shall use the information and data received under this MOU only to perform official duties, for internal statistical and research purposes as permitted by law, or other use approved by the affected MOU Parties.

10. COMPLIANCE WITH LAW.

Each Party shall, at its sole cost and expense, comply with all County, State and Federal ordinances and statutes, and any other applicable laws now in force or which may hereafter be in force with regard to this MOU.

11. REQUIRED NOTICES

- 11.1 Breach Notification. Each Agency shall promptly notify all Parties when a network incident or data breach is suspected or has occurred and immediately suspend access to its data while the incident is investigated. The suspending Agency shall promptly notify all Parties when service is restored.
- 11.2 Unplanned Outage Notification. Each Agency shall promptly notify all Parties when access to its data is suspended due to an unplanned network outage. The suspending Agency shall promptly notify all Parties when service is restored.
- 11.3 Scheduled Outage Notification. Each Agency experiencing a scheduled maintenance outage or other planned outage resulting in suspended access to its data shall provide 72 hours advance notice to all other Parties. The suspending Agency shall promptly notify all Parties when service is restored.
- 11.4 Notification of Legal Action. Each Agency shall promptly notify the other Agencies upon notification or receipt of any civil or criminal action, demand, cause of action, lawsuit, or governmental enforcement action (collectively "actions") arising out of or related to this MOU, regardless of whether any other Agency is specifically named in the action.

12. INDEMNIFICATION & INSURANCE

- 12.1 Indemnification. Each Party (the "Indemnifying Party") agrees to defend, indemnify, and hold harmless each other Party and its officers, officials, employees, volunteers or agents (the "Indemnitee") against any and all claims, damages, costs, liabilities, and expenses, including attorneys' fees, arising from or attributable to the Indemnifying Party's negligent acts or omissions and intentional misconduct which is brought against an Indemnitee in connection with the activities, related services or the Indemnifying Party's breach of its responsibilities under this MOU.

The Parties waive the per capita risk allocation set forth in Government Code section 895.6. Instead, the Parties agree that if one of them is held liable upon any judgment for damages caused by a negligent or wrongful act or omission occurring in the performance of this MOU, the Parties' respective pro-rata shares in satisfaction of the judgment will be determined by applying principles of comparative fault.

- 12.2 Insurance. Each party shall maintain its own insurance coverage, through commercial insurance, self-insurance or a combination thereof, against any claim, expense, cost, damage, or liability arising out of the performance of its responsibilities pursuant to this MOU.

13. PARTY PROPERTY AND INFORMATION

Each Party's property, documents, and information provided for IJIS use under this MOU shall remain that Party's property, and all other Parties shall return any such items

whenever requested by a Party and whenever required according to the Termination section of this MOU. Other Parties may use such items only in connection with the stated purpose of this MOU. Other Parties shall not disseminate any Party property, documents, or information without that Party's prior written consent.

14. NONDISCRIMINATION.

The County's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this MOU and is incorporated into the MOU by this reference with the same force and effect as if the ordinance were specifically set out herein, and Court agrees to comply with that ordinance.

15. NON-ASSIGNMENT

An Agency may not assign, subcontract, delegate, or otherwise transfer its rights, duties, or obligations under this MOU without the prior written consent of the other Agencies.

16. AUTHORITY

Each Agency represents and warrants that it has full power and authority to enter into this MOU, and that its representative who signs this MOU has the authority to bind such Party to this MOU.

MEMORANDUM OF UNDERSTANDING
Regarding the Integrated Justice Information System

IN WITNESS WHEREOF, the Parties hereby execute this Memorandum of Understanding, effective on the date all of the Parties have signed.

SANTA BARBARA COUNTY:

Probation Department

By: *Danya Haiman*
Title: Chief
Date: 6.3.19

Public Defender's Office

By: *M. M. M.*
Title: Chief
Date: 6/12/19

District Attorney's Office

By: *John E. Quelly*
Title: District Attorney
Date: 6-3-19

Sheriff's Office

By: *Bill*
Title: Sheriff
Date: 6/17/19

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SANTA BARBARA:

By: *David*
Title: CEO
Date: 5/23/19

Attachment A

MOU Agency Designated Representatives

<u>Probation Department</u> Damon Fletcher Administrative Deputy Director 117 E. Carrillo St. Santa Barbara, CA 93101 (805) 882-3654 dfletch@co.santa-barbara.ca.us <u>IJIS Administrator</u> John Kuo	<u>Sheriff's Office</u> Nemie Holman Chief Information Officer Santa Barbara Sheriff's Headquarters 4434 Calle Real Santa Barbara CA 93110 (805) 681-4722 nfh3573@sbsheriff.org
<u>District Attorney's Office</u> Michael Soderman Chief Financial and Administrative Officer 1112 Santa Barbara St. Santa Barbara, CA 93101 (805) 568-2303 mdsoderman@co.santa-barbara.ca.us	<u>Santa Barbara Superior Court</u> Darrel Parker Court Executive Officer 1100 Anacapa Street Santa Barbara, CA 93101 (805) 614-6594 dparker@sbcourts.org
<u>Public Defender's Office</u> Deepak Budwani Chief Financial and Administrative Officer 1100 Anacapa Street Santa Barbara, CA 93101 (805) 568-3589 dbudwani@publicdefendersb.org	

Attachment C

IJIS Data Request and Review Process

Request

Requestor, on behalf of a user in their department, submits a request to the System Administrator that itemizes the data requested. The request must provide the following:

- Describe how the information being requested will be used and for what purpose.
- Specify in detail the data elements needed and any processing to be performed (filtering and/or aggregation) – see following section.
- How the data will be retrieved (Linked Server, SSRS, export, etc.) and frequency.

Data Element Specification

The request may specify the following to identify the data desired:

- Existing Requestor Data Dictionary View/Query (these contain multiple data elements and optionally filters).
- Individual data elements such as Gender, Race, DOB, etc. present in one or more existing Requestor Data Dictionary View/Query.
- Individual data elements not already found in any existing Requestor Data Dictionary View/Query.

Processing Specification

The request may also specify the following options:

- Data summarization and/or other aggregation
- Data Filtering

Review

The System Administrator reviews the request to determine the availability of the data elements, and assist parties to determine the appropriate data permissions for those elements. Both Contributors and Requestors may be consulted multiple times during this step to refine and possibly revise the original request.

This review facilitates the determination by a Party that the data can or cannot be provided by a Contributor in response to the request. If it cannot, the request is rejected.



CONTRA COSTA COUNTY

1025 ESCOBAR STREET
MARTINEZ, CA 94553

Staff Report

File #: 25-4926

Agenda Date: 11/19/2025

Agenda #: 8.

Advisory Board: Racial Justice Oversight Body, Data Subcommittee

Subject: DETERMINE the subcommittee updates that the full body chair will present during the December 15th, 2025 Equity Committee Meeting.

Presenter: Peter Kim

Contact: Peter Kim, peter.kim@oresj.cccounty.us <<mailto:peter.kim@oresj.cccounty.us>>

Information:

Determine which updates the chair will share during the next full body meeting based on what was discussed today.

Referral History and Update:

This discussion item was added as a result of the new meeting logistics determine by subcommittee chairs during the RJOB Committee Chair Planning Meeting on July 1st, 2025.

Recommendation(s)/Next Step(s):

n/a



CONTRA COSTA COUNTY

1025 ESCOBAR STREET
MARTINEZ, CA 94553

Staff Report

File #: 25-4927

Agenda Date: 11/19/2025

Agenda #: 9.

Advisory Board: Racial Justice Oversight Body, Data Subcommittee

Subject: DISCUSS any general updates from subcommittee members or ORESJ staff.

Presenter: Patrice Guillory (Chair)

Contact: Peter Kim, peter.kim@oresj.cccounty.us

Information:

This is an opportunity for subcommittee members to share updates that may not be listed on the agenda.

Referral History and Update:

This is a standing discussion item.

Recommendation(s)/Next Step(s):

n/a



CONTRA COSTA COUNTY

1025 ESCOBAR STREET
MARTINEZ, CA 94553

Staff Report

File #: 25-4928

Agenda Date: 11/19/2025

Agenda #: 10.

Advisory Board: Racial Justice Oversight Body, Data Subcommittee

Subject: REVIEW and ASSIGN actions items from today's meeting.

Presenter: Patrice Guillory (Chair)

Contact: Peter Kim, peter.kim@oresj.cccounty.us

Information:

Review all actions items that were assigned and discussed during today's meeting.

Referral History and Update:

This discussion item was added as a result of the new meeting logistics determined by subcommittee chairs during the RJOB Committee Chair Planning Meeting on July 1st, 2025.

Recommendation(s)/Next Step(s):

n/a