

Attachment A

First Amendment to the Agreement with NICE Systems

**FIRST AMENDMENT TO
CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
BY AND BETWEEN
COUNTY OF SANTA BARBARA
AND
NICE Systems, Inc.**

THIS FIRST AMENDMENT ("First Amendment") to Contract for Services of Independent Contractor is made by and between the County of Santa Barbara, a political subdivision of the State of California ("County"), and NICE Systems, Inc. ("Contractor"), whose principal place of business is located at 221 River Street, 10th Floor, Hoboken, NJ 07030.

WHEREAS, the County and Contractor are parties to that certain Contract for Services of Independent Contractor dated December 17, 2024;

Now, THEREFORE, in consideration of the mutual covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, County and Contractor agree to amend the Agreement as follows:

1. Exhibit B to the Agreement is hereby amended by replacing Exhibit B in its entirety with Exhibit B attached hereto and incorporated herein by reference.
2. Effectiveness of Agreement. Except as expressly modified by Exhibit B, all the provisions of the Agreement remain in full force and effect.
3. Counterparts. This First Amendment may be executed in several counterparts, all of which taken together shall be deemed to be originals and shall constitute a single agreement between the parties hereto.

Amendment No. 1

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to be effective as of the first date fully executed by all the parties hereto.

COUNTY OF SANTA BARBARA

Chris Chirgwin, Director
Information Technology Department

By: _____
Department Head

CONTRACTOR

DocuSigned by:

By: _____
John Rennie
General Manager, Public Safety
Jan 8, 2026

DocuSigned by:

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Ashley Goodwin

-VP Finance
Jan 12, 2026

Amendment No. 1

EXHIBIT B

EXHIBIT B - PAYMENT ARRANGEMENTS:
Periodic Compensation (with attached Schedule of Fees)

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a contract amount, including cost reimbursements, not to exceed **\$1,554,550 for years 1-5, with optional extensions for up to two additional years, bringing the total contract amount to \$2,315,007.**
- B. Payment for services and /or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in **EXHIBIT A** as determined by COUNTY.
- C. Annually CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed over the period specified. These invoices or certified claims must cite the assigned Board Contract Number. COUNTY REPRESENTATIVE shall evaluate the quality of the service performed and if found to be satisfactory shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of receipt of correct and complete invoices or claims from CONTRACTOR.
- D. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.
- E. **SaaS Solution.** COSB hereby purchases a subscription to the following **NICE DEMS** SaaS Solution, and non-recurring charge implementation Services from NICE:
- F. **NICE DEMS** SaaS Solution (includes "**Investigate SaaS Solution**", "Justice SaaS Solution" and "Defense SaaS Solution") as further described in the SOW attached hereto as Attachment 1 and incorporated herein by this reference.
- G. NICE DEMS SaaS fee includes:
 - Unlimited geo-redundant storage for all digital evidence related to cases.
 - Unlimited automatic transcription – all playable video/audio will be transcribed upon ingestion.
 - Advanced evidence redaction tools
 - Case capacity as follows (see section K for monthly capacity):

End of Year	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6 *	Year 7 *
Case Import (Active)	7,000	0	0	0	0	0	0
Case Import (Archive)	0	0	0	0	0	0	0
Active Cases	24,000	24,000	24,000	24,000	24,000	24,000	24,000
Archived Cases	7,000	31,000	41,000	51,000	61,000	63,700	65,100
Deleted Cases	-	(1,167)	(14,000)	(14,000)	(14,608)	(21,408)	(22,717)
Total Managed Cases	31,000	55,000	65,000	75,000	85,000	87,700	89,100

- * Denotes optional years as described in Section 4 of the Agreement, above.
- The capacity in this table is the capacity for each year of the Term
- COUNTY can increase the Case Capacity at the current agreed upon rate on an annual basis.

Amendment No. 1

- COUNTY will not be charged for deleting Cases
- Additional active cases beyond what's included in the above table will be charged at \$ 1.25 per case/month; archive cases beyond what's included in the above table will be charged at \$0.25 per case/month.

H. Archive cases that are returned to active state will be considered to remain in the active state for a minimum of 6 months.

I. **Invoicing.** The total amount due for the Investigate SaaS Solution Term fees (Years 1-5) are One Million, Five Hundred and Fifty-Four Thousand, Five Hundred and Fifty Dollars (\$1,554,550) to be invoiced as follows:

Fee Type	Subscription Term – Years 1 - 5 (Years 6 - 7*)							Invoice Date
	Fees Year 1	Fees Year 2	Fees Year 3	Fees Year 4	Fees Year 5	Fees Year 6*	Fees Year 7*	
NICE DEMS Cloud Service Fees	\$436,950	\$101,000	\$149,500	\$299,550	\$317,550	\$328,432	\$332,025	Initiation Date, and annually thereafter
NICE DEMS Test Environment	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	Initiation Date, and annually thereafter
Total NICE DEMS Term Fees	\$486,950	\$151,000	\$199,500	\$349,550	\$367,550	\$378,432	\$382,025	Initiation Date, and annually thereafter

*Denotes optional years as described in Section 4 of the Agreement, above.

NICE will invoice for additional Cases in accordance with Section L, below. Invoicing will start one year following the Initiation Date and continue quarterly in arrears during the Subscription Term.

J. **System Case Capacity.** Within a given year during the Subscription Term, any increase or decrease in capacity from the previous year is adjusted monthly, in equal amounts. For example, if at the end of year 1 the system has capacity for 24,000 Cases and at the end of year 2 it has capacity for 36,000 Cases, there is capacity for 12,000 additional Cases, divided evenly across 12 months. The first month of year 2 therefore has 25,000 Case capacity, the second month has 26,000, and so on. The 12th month, the end of year 2, has 36,000 Case capacity.

If, during a month, the number of active Cases in the system exceeds the Case capacity, a charge is made for each additional Case for that month. If the number of archive Cases exceeds the archive Case capacity, a charge is made for each additional archive Case. However, if the active Case total is less than the capacity, the spare capacity of active Cases is used to reduce the number of additional archive Cases.

For example, during a month that has 2,000 active Case capacity and 4,000 archive Case capacity:

- Up to 2,000 active Cases and up to 4,000 archive Cases exist: no additional charge
- 2,100 active Cases and up to 4,000 archive Cases: monthly charge for 100 additional active Cases
- 1,800 active Cases and 4,200 archive Cases: no charge, as the unused capacity of 200 active Cases offsets the over-capacity of 200 archive Cases
- 1,800 active Cases and 4,300 archive Cases: monthly charge for 100 additional archive Cases

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Included monthly System Case Capacity breakdown as follows:

Month		Active cases in system	Archived cases in system	Month		Active cases in system	Archived cases in system
Year 1	1	10,000	583	Year 2	13	24,000	9,000
	2	10,000	1,167		14	24,000	11,000
	3	11,250	1,750		15	24,000	13,000
	4	12,667	2,333		16	24,000	15,000
	5	14,083	2,917		17	24,000	17,000
	6	15,500	3,500		18	24,000	19,000
	7	16,917	4,083		19	24,000	21,000
	8	18,333	4,667		20	24,000	23,000
	9	19,750	5,250		21	24,000	25,000
	10	21,167	5,833		22	24,000	27,000
	11	22,583	6,417		23	24,000	29,000
	12	24,000	7,000		24	24,000	31,000
Month		Active cases in system	Archived cases in system	Month		Active cases in system	Archived cases in system
Year 3	25	24,000	31,833	Year 4	37	24,000	41,833
	26	24,000	32,667		38	24,000	42,667
	27	24,000	33,500		39	24,000	43,500
	28	24,000	34,333		40	24,000	44,333
	29	24,000	35,167		41	24,000	45,167
	30	24,000	36,000		42	24,000	46,000
	31	24,000	36,833		43	24,000	46,833
	32	24,000	37,667		44	24,000	47,667
	33	24,000	38,500		45	24,000	48,500
	34	24,000	39,333		46	24,000	49,333
	35	24,000	40,167		47	24,000	50,167
	36	24,000	41,000		48	24,000	51,000
Month		Active cases in system	Archived cases in system	Month		Active cases in system	Archived cases in system
Year 5	49	24,000	51,833	Year 6	61	24,000	61,225
	50	24,000	52,667		62	24,000	61,450
	51	24,000	53,500		63	24,000	61,675
	52	24,000	54,333		64	24,000	61,900

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	53	24,000	55,167		65	24,000	62,125
	54	24,000	56,000		66	24,000	62,350
	55	24,000	56,833		67	24,000	62,575
	56	24,000	57,667		68	24,000	62,800
	57	24,000	58,500		69	24,000	63,025
	58	24,000	59,333		70	24,000	63,250
	59	24,000	60,167		71	24,000	63,475
	60	24,000	61,000		72	24,000	63,700
Year 7	Active Month		Archived cases in system				
	73	24,000	63,817				
	74	24,000	63,933				
	75	24,000	64,050				
	76	24,000	64,167				
	77	24,000	64,283				
	78	24,000	64,400				
	79	24,000	64,517				
	80	24,000	64,633				
	81	24,000	64,750				
	82	24,000	64,867				
	83	24,000	64,983				
	84	24,000	65,100				