

Attachment D

Second Amendment to Agreement

**AMENDMENT NO. 2 TO LAC EXTERNAL ENTITY AGREEMENT DATED MAY 15, 2018
BETWEEN
PICTOMETRY INTERNATIONAL CORP. AND COUNTY OF SANTA BARBARA, CA**

1. This Amendment No. 2, including all Sections and Appendices referenced herein (collectively, this “Amendment”) is entered into by and between Pictometry International Corp. and its affiliates (“Pictometry”) and County of Santa Barbara, CA (“Customer”), and supplements and modifies the terms of the LAC External Entity Agreement dated May 15, 2018 as, to the extent applicable, previously modified by addenda or amendments thereto (collectively, the “Agreement”). Any purchase order or similar document issued by Customer in connection with this Amendment is issued solely for Customer’s internal administrative purposes and the terms and conditions set forth on such purchase order shall be of no force or effect as between the parties. To the extent that there is any inconsistency between the terms set forth in this Amendment and those set forth in the Agreement, the terms set forth in this Amendment shall prevail.

2. MODIFICATIONS TO AGREEMENT:
 - a. As of the Effective Date of this Amendment:
 - i. Pictometry will allow Customer to provide access to the products and services listed in Section A of the Agreement to any political unit or subdivision, including cities, located totally or substantially within Customer’s boundaries, provided such entities comply with the same terms and conditions applicable to Customer’s usage of the products and services under the Agreement.
 - ii. The Second and Third Projects as set forth in the amendment between the parties dated August 17, 2021 shall be deleted and replaced with the Second and Third Projects set forth in this Amendment.
 - iii. The Fourth Project set forth in Section A of this Agreement shall be added to the Agreement.
 - iv. The following shall be added to (A) of RapidAccess - Disaster Response Program (“DRP”) set forth in Section A: Product Descriptions, Prices and Payment Terms of the Agreement: “**Wildfire:** areas affected by wildfire that include appraisable structures at a density of 100 structures per sq. mi or greater.”
 - v. The map attached to this Amendment shall be added to the Agreement.
 - vi. All other terms and conditions set forth in the Agreement shall remain in full force and effect.

This Amendment is hereby accepted and agreed to by the undersigned parties and shall become effective upon the last date of execution by each Customer and Pictometry (the “Effective Date”).

[Signature page follows]

Amendment No. 2 to the Agreement by and between the County of Santa Barbara and Pictometry International Corp.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 2 to be effective on the date executed by COUNTY ("Effective Date").

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

COUNTY OF SANTA BARBARA:

By: Shirley Diabonza
Deputy Clerk

By: Steve Lavagnino
Steve Lavagnino, Chair
Board of Supervisors

Date: 9-10-24

RECOMMENDED FOR APPROVAL:

Chris Chirgwin, CIO
Information Technology

CONTRACTOR:

Pictometry International Corp.

DocuSigned by:
By: Chris Chirgwin
D97209A7A68A4A0...
Department Head

By: Robert Locke
Robert Locke (Sep 1, 2024 08:19 EDT)
Authorized Representative

Name: Robert Locke
Title: President

APPROVED AS TO FORM:

Rachel Van Mullem
County Counsel

**APPROVED AS TO ACCOUNTING
FORM:**

Betsy M. Schaffer, CPA
Auditor-Controller

Signed by:
By: Lauren Wideman
8E464D822C84458...
Deputy County Counsel

DocuSigned by:
By: [Signature]
6BAAEA15901943F...
Deputy

APPROVED AS TO FORM:

Risk Management

DocuSigned by:
By: Gregory Milligan
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Risk Management