



Chris Chirgwin, Chief Information Officer - Director
Andre Monostori, Deputy Chief Information Officer

AGREEMENT REGARDING PICTOMETRY INTERNATIONAL CORP. DELIVERABLES

This Agreement ("Agreement") is made and entered into this 10th day of June 2025, by and between the County of Santa Barbara, a political subdivision of the State of California ("County"), the City of Santa Maria (the "City" and, together with the County, the "Parties").

RECITALS

WHEREAS, the Parties recognize the need to acquire aerial imagery services provided by Pictometry International Corp., a Delaware corporation ("Pictometry") specializing in aerial imaging, data analysis, and GIS solutions; and

WHEREAS, concurrently herewith, the County is entering into a Third Amendment ("Third Amendment") to that certain contract by and between the County and Pictometry dated July 1, 2018, as amended by that certain First Amendment thereto dated September 17, 2021, and that certain Second Amendment dated September 10, 2024 (as amended by the First Amendment, the Second Amendment, and the Third Amendment the "Pictometry Agreement"), a copy of which is attached hereto as Exhibit A and incorporated herein, pursuant to which Pictometry will provide aerial images of the entire County of Santa Barbara (the "Deliverables"); and

WHEREAS, the City desires to utilize a portion of the Deliverables comprised of images of the real property within the city limits of the City and owned by the City ("City-Specific Deliverables"), and the County has obtained the written consent of Pictometry to provide such City-Specific Deliverables to the City in accordance with the provisions of this Agreement; and

WHEREAS, the Parties desire to enter into this Agreement to memorialize the terms and conditions pursuant to which the County will share the Deliverables with the City, and the City will pay the County for sharing the City-Specific Deliverables.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

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1. DESIGNATED REPRESENTATIVE

County of Santa Barbara

Name: Aimee Miller

Title: Solutions Architect Manager

Phone Number: (805) 568-2706

Email: amiller@countyofsb.org

is the representative of the County and will administer this Agreement for and on behalf of the County.

City of Santa Maria

Name: Jeff Marecic, CIO

Title: Chief Information Officer

Phone Number: (805) 361-9993

Address: 110 East Cook Street, Santa Maria, CA 93454

is the authorized representative for the City and will administer this Agreement for and on behalf of the City.

Changes to a Party's designated representative shall be made only after advance written notice to the other Party.

2. NOTICES

All notices, claims, waivers, consents, and other communications required or permitted to be given under this Agreement (each a "Notice") shall be in writing and addressed to the receiving Party at its address set forth below (or to such other address that such receiving Party may designate from time to time in accordance with this Section 2), by personal delivery, facsimile, by first class mail via the United States Postal Service ("USPS"), registered or certified mail, or nationally recognized overnight courier service (in each case, return receipt requested, postage prepaid):

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To COUNTY

Name: Aimee Miller, County of Santa Barbara

Address: 105 E. Anapamu Street, Room 304, Santa Barbara, CA 93101

Email: ammiller@countyofsb.org

To City of Santa Maria

Name: Jeff Marecic, CIO

Address: 110 East Cook Street, Santa Maria, CA 93454

If sent by first class mail, Notices shall be deemed to be received five (5) days following their deposit in the USPS mail. This Section 2 shall not be construed as meaning that either Party agrees to service of process except as required by applicable law.

3. PURPOSE OF AGREEMENT

The purpose of this Agreement is to establish the terms and conditions under which the County will share the City-Specific Deliverables with the City, and the City will pay the County for such City-Specific Deliverables to contribute to funding the County's payments under the Pictometry Agreement.

4. DELIVERABLES

The City-Specific Deliverables are comprised of both orthogonal (90-degree angle) and oblique (45-degree angle) color images of the real property owned by the City, which can be viewed through a proprietary application licensed by Pictometry that allows for further measurement analysis, map-spotting, public viewership, and exportability to different file types ("Pictometry Proprietary Application"). City shall access and use the Pictometry Proprietary Application only in accordance with the Pictometry Agreement.

5. FUNDING

5.1. Total Cost: The maximum amount payable to Pictometry under the Pictometry Agreement is \$1,237,230.

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5.2. City's Contributions for Flight 2: The City agrees to pay to the County \$16,522.54, toward the total cost of Flight 2 under the Pictometry Agreement, as reflected in the table below.

2.

City of Santa Maria	Contribution Amount
FLIGHT 2	
FY 2024-25	\$8,261.27
FY 2025-26	\$8,261.27

5.3. City's Contributions for Flights 3 and 4: Should the County exercise its option to procure one or more of the additional flights (Flight 3 and Flight 4 in the Pictometry Agreement), each procured flight will require two payments with the first due in the fiscal year in which the flight occurs, and the second due in the following fiscal year in the respective amounts set forth in the table below. Prior to committing to each of Flight 3 and Flight 4, the County will provide to the City a written Request for Statement of Funding Availability regarding such Flight. In the event that the City lacks funding for its Contribution Amount for such Flight, as set forth below in this Section 5.3, the City may terminate this Agreement with respect to such Flight upon written notice to the County within 30 business days after the City's receipt of such written Request for Statement of Funding Availability regarding such Flight.

City of Santa Maria	Contribution Amount per Fiscal Year (Optional)
FLIGHT 3	\$8,261.27
FLIGHT 4	\$8,261.27

5.4. Payments: Each payment to be made by the City hereunder shall be made in the form of a check to:

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County of Santa Barbara and delivered to the following address:

County of Santa Barbara
Attn: ITD Finance
105 E. Anapamu St. # 304
Santa Barbara, CA 93101

- County will invoice the City within 45 days of the following:
 - Initial delivery to the County by Pictometry of each of the Flight 2, Flight 3, and Flight 4 Deliverables (each an “Initial Flight Delivery”); and
 - The one-year anniversary of each Initial Flight Delivery.
- Payments are due within 45 days of the invoice date.

6. TERM OF AGREEMENT

This Agreement shall commence on May 13, 2025, and shall terminate on June 30, 2030, unless otherwise extended or terminated in accordance with the provisions of this Agreement (“Term”).

7. RESPONSIBILITIES OF THE PARTIES

7.1. County’s Responsibilities:

Ensure timely payment to Pictometry in accordance with the Pictometry Agreement, and invoicing to the City.

7.2. City’s Responsibilities:

The City shall:

- Make timely payments to the County hereunder.
- Not use, copy, modify, disclose or distribute any part of the Deliverables in any way other than in accordance with the provisions of the Pictometry Agreement.

8. TERMINATION

8.1. Termination of Pictometry Agreement by County: The County has the option to terminate its obligations with respect to the Third or Fourth Flights under the Pictometry Agreement by providing Pictometry written notice of such termination as specified therein. In the event of such termination by the County of the Pictometry Agreement, the County shall promptly notify the City in writing regarding such termination. In the event of the



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termination or expiration of the Pictometry Agreement, the County's obligations hereunder shall terminate as of the effective date of the termination or expiration of the Pictometry Agreement.

9. AMENDMENTS

This Agreement may be amended only by a written agreement executed by all of the Parties.

10. [Intentionally Omitted]

11. MISCELLANEOUS

11.1. Governing Law; Venue: This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any litigation arising out of this Contract shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to the County of Santa Barbara, if in federal court.

11.2. Severability: If any provision of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

11.3. Entire Agreement: This Agreement constitutes the entire agreement between the Parties regarding the subject matter herein and supersedes all prior agreements, understandings, and negotiations.

11.4 Insurance and Indemnification:

- Indemnification

In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the parties pursuant to California Government Code Section 895.6, the parties agree that all losses or liabilities incurred by a party shall not be shared pro rata but instead all parties agree that pursuant to California Government Code Section 895.4, each of the parties hereto shall fully indemnify and hold each of the other parties, their officers, board members, employees and agents, harmless from any claim, expense or cost, damage or liability imposed for injury (as defined by California Government Code Section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying party, its officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction



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delegated to such party under this Agreement. No party, nor any officer, board member, employee or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of other parties hereto, their officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such other parties under this Agreement.

- 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 Agreement.

11.5 No Assignment: The City shall not assign, subcontract, delegate, or otherwise transfer, directly or indirectly, whether by operation of law or otherwise ("Transfer") this Agreement, or any of the City's rights or obligations under this Agreement, without the prior written consent of the County in each instance. Any attempted or purported Transfer in violation of this Section 11.5 shall be null and void and without legal effect and shall constitute grounds for immediate termination of this Agreement by the County. No Transfer shall relieve such City of any of its obligations hereunder.

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

By: *Shirley Chabner*
Deputy Clerk

COUNTY OF SANTA BARBARA:

By: *[Signature]*
Laura Capps, Chair
Board of Supervisors

Date: 6-10-25

RECOMMENDED FOR APPROVAL:

Chris Chirgwin, CIO
Information Technology

DocuSigned by:
By: *Chris Chirgwin*
D97209A7A08A4A0...
Department Head

CITY OF SANTA MARIA:

Signed by:
By: *Jeff Marecic*
9D1A491DAB104B7
Authorized Representative
Name: Jeff Marecic
Title: CIO

APPROVED AS TO FORM:

Rachel Van Mullem
County Counsel

Signed by:
By: *Lauren Wideman*
8F404D822C84458...
Deputy County Counsel

APPROVED AS TO FORM:

Risk Management

DocuSigned by:
By: *Gregory Milligan*
05F555F00280468...
Risk Management

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

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

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