

**REIMBURSEMENT AGREEMENT  
BY AND BETWEEN  
THE CITY OF LOMPOC  
AND  
THE HOUSING AUTHORITY OF THE COUNTY OF SANTA BARBARA**

This Reimbursement Agreement (“Agreement”) is entered into as of this \_\_\_ day of March 2023 (“Effective Date”), by and between the City of Lompoc, a municipal corporation (“City”), and the Housing Authority of the County of Santa Barbara, a public body, corporate and politic (“Housing Authority”) with respect to the following facts:

**Whereas**, the City and the Housing Authority desire license plate reader (“LPR”) cameras to be installed at certain of the Housing Authority’s properties located within the City’s jurisdiction; and

**Whereas**, the City has an existing subscription agreement with Flock Group Inc. (“Flock”) for the placement of LPR cameras throughout the City, and is willing to install additional LPR cameras on or adjacent to Housing Authority properties provided the costs and fees thereof billed by Flock to City are covered by Housing Authority as set forth herein.

Now, therefore, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. The term of this Agreement is 2 years from the Effective Date. Thereafter, this Agreement shall renew automatically on an annual basis, unless terminated by either party as set forth herein, except that this Agreement shall not renew automatically if City’s agreement with Flock has terminated.
2. The City shall contract directly with Flock to furnish and supply LPR camera equipment, installation, storage, maintenance, and software to support this request; provided that City shall have the right to terminate its contract with Flock at City’s

sole discretion.

3. The City will have sole access to the data produced by the LPR cameras to be used to aid criminal investigations and satisfy requests for information as required by law. Housing Authority shall not be entitled to any special access to the LPR camera data beyond that available to the general public.
4. The Housing Authority agrees to fully reimburse the City for any and all costs and fees billed to the City by Flock for the LPR cameras placed on or adjacent to the Housing Authority's properties ("Housing Authority Cameras"). Notwithstanding anything in the foregoing to the contrary, the Housing Authority shall not be obligated to reimburse the City for any costs incurred as a result of the City's negligence, wrongdoing, or breach of the City's obligations under its contract with Flock.
5. The quantity and locations of LPR cameras are set forth in Exhibit "A" attached hereto and incorporated herein by this reference. During the term of the City's agreement with Flock, said agreed-upon quantity and location of LPR cameras cannot be changed unless allowed or required by said contract with Flock or where Housing Authority agrees to take responsibility for any costs of any such change.
6. The City will bill the Housing Authority for all costs and fees related to the Housing Authority Cameras, as bills are received from Flock. Costs will be billed annually, beginning at the time of installation, and every 12 months thereafter, or at any other time that such costs are incurred by the City. Housing Authority is required to pay City within 60 days of receipt of an invoice from City. Except in cases in which the Housing Authority disputes in good faith its obligation to pay for amounts invoiced by the City, if Housing Authority fails to make timely payment, City may take all necessary actions under its contract with Flock to have the Housing Authority Cameras removed or disabled and Housing Authority shall be responsible for all costs of such removal incurred by City.
7. This Agreement may be terminated, or the quantity of Housing Authority Cameras reduced, by either party with 60 days' advance written notice prior to the next automatic renewal date; provided that the reduction of the quantity of Housing Authority Cameras and the timing of such reduction must comply with the

requirements of City's contract with Flock.

8. Under no circumstances shall this Agreement obligate City to breach its agreement with Flock, to extend its agreement with Flock, or to refrain from terminating its agreement with Flock.
9. To the fullest extent permitted by law, the Housing Authority shall indemnify, defend (with independent counsel approved by the City) and hold harmless the City, and its directors, officers, and employees from and against all liabilities (including without limitation all claims, losses, damages, penalties, fines, and judgments, associated investigation and administrative expenses, and defense costs, including but not limited to reasonable attorneys' fees, court costs and costs of alternative dispute resolution) regardless of nature or type that arise out of, pertain to, or relate to the negligence, reckless, or willful misconduct of the Housing Authority or the acts or omissions of an employee, agent or subcontractor of the Housing Authority in the performance of this Agreement.
10. To the fullest extent permitted by law, the City shall indemnify, defend (with independent counsel approved by the Housing Authority) and hold harmless the Housing Authority, and its directors, commissioners, officers, and employees from and against all liabilities (including without limitation all claims, losses, damages, penalties, fines, and judgments, associated investigation and administrative expenses, and defense costs, including but not limited to reasonable attorneys' fees, court costs and costs of alternative dispute resolution) regardless of nature or type that arise out of, pertain to, or relate to the negligence, reckless, or willful misconduct of the City or the acts or omissions of an employee, agent or subcontractor of the City in the performance of this Agreement.
11. A party shall not assign its rights and/or subcontract, or otherwise delegate, its duties under this Agreement, either in whole or in part, without the prior written consent of the other party, and any attempted assignment or delegation without such consent shall be null and void.
12. This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The parties agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and

further agree and consent that venue of any action brought hereunder shall be exclusively in the County of Santa Barbara.

13. Unless otherwise specified herein, all notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first class registered or certified mail, postage prepaid, addressed to the parties at the following addresses and to the attention of the person named. Addresses and persons to be notified may be changed by either party by giving ten (10) calendar days prior written notice thereof to the other party.

Notices to the City shall be addressed as follows:

City of Lompoc

Attn: City Manager

100 Civic Center Plaza

Lompoc, CA 93436

Notices to the Housing Authority shall be addressed as follows:

Housing Authority of the County of Santa Barbara

Attn: Executive Director

815 West Ocean Avenue

Lompoc, CA 93436-6526

14. If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.
15. No waiver by the parties of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the parties to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof.
16. This Agreement constitutes the complete and exclusive statement of understanding of the parties which supersedes all previous agreements, written or oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless documented in a written amendment to this Agreement and signed by both parties.

*[signature page follows]*

IN WITNESS WHEREOF, this Agreement is executed by the parties as of the Effective Date.

**CITY OF LOMPOC**

**HOUSING AUTHORITY OF SANTA  
BARBARA COUNTY**

\_\_\_\_\_  
Dean Albro  
City Manager

\_\_\_\_\_  
By: Robert P. Havlicek, Jr,  
Executive Director

ATTEST

\_\_\_\_\_  
Stacey Haddon  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Jeff Malawy  
City Attorney

**EXHIBIT "A"**

**LPR CAMERA LOCATIONS:**

01	W College Ave @ T St	20	N B St @ E Walnut Ave (SB)
02	W College Ave @ N St Alley (SB)	21	E Walnut Ave (600B) (SB)
03	W College Ave @ N S St (WB)	22	N G St @ E Maple Ave (NB)
04	N T St @ W Maple Ave (NB)	23	E Maple Ave Alley (100B) (NB)
05	N T St @ W Maple Ave Alley (NB)	24	N G St @ E Maple Ave (SB)
06	W Maple Ave @ N St (WB)	25	500B E College Alley (SB)
07	N Q St @ W Prune Ave (NB)	26	W College Ave (100B) (WB)
08	W Airport Ave @ N O St (WB)	27	E Maple Ave (100B) (WB)
09	W Pine Ave @ N M St (WB)	28	N I St @ Maple Ave (NB)
10	W Pine Ave (200B) (EB)	29	N J St @ W Maple Ave (NB)
11	E North Ave @ Palm Dr (WB)	30	N K St @ W Maple Ave (NB)
12	N F St @ E North Ave (SB)	31	W Maple Ave @ N L St (EB)
13	E North Ave @ F St (EB)	32	W College Ave @ N L St (EB)
14	S 7 <sup>th</sup> St (100B) (SB)	33	W Walnut Ave @ N O St (WB)
15	S 7 <sup>th</sup> St @ Berkley Dr (NB)	34	W Apricot Ave @ N O St (WB)
16	E Cypress Ave @ S 7 <sup>th</sup> St (WB)	35	W Walnut Ave @ N R St (EB)
17	E Cypress Ave @ 7 <sup>th</sup> St (EB)	36	N R St @ W Walnut Ave (SB)
18	N B St (100B) (NB)	37	N R St @ W Ocean Ave (NB)
19	Alley between C & B St (NB)	38	N O St @ W Ocean Ave (NB)