



City of Rolling Hills Estates

Neighborhood Security Camera Right-of-Way Agreement Policy

PURPOSE:

The Neighborhood Security Camera Right-of-Way Agreement is part of the *community* component to the City's expansive public safety enhancement plan. The Agreement allows neighborhoods (through their homeowners association or other collective representation) to install security cameras and associated equipment, specifically at the entrances of a neighborhood, on City rights-of-way when private property cannot be utilized or is not feasible. The use of these security cameras is intended to complement the City's overarching public safety platform of the Automatic License Plate Reader (ALPR) system by adding an additional level of support directly in neighborhoods.

ELIGIBILITY REQUIREMENTS:

- A. The City will consider an Agreement only when City property provides a clearly superior vantage point over private property or the cost of erecting a structure on private property would be significantly more expensive or would create an undesirable aesthetic impact.
- B. The location of the proposed facilities must be a City right-of-way near the entrance of the neighborhood.
- C. The applicant for an Agreement must be a legally established homeowners association (HOA) or a group of neighborhood residents who can demonstrate significant interest and support for the installation of a security camera at the entrance to the neighborhood.

APPROVAL PROCESS:

Interested neighborhoods that meet the eligibility criteria listed above, must complete a Neighborhood Security Camera Right-of-Way Agreement Application for preliminary approval. If all documentation and required information is approved by City staff, an Agreement will be taken to City Council for final review and approval.

KEY AGREEMENT PROVISIONS:

- A. The applicant must pay for all structural and electrical review permits (unless the application is covered by a grant program that waives these fees).
- B. The Agreement will provide that the licensee must pay for all installation costs, maintenance costs, ongoing operating costs, electricity and data costs, insurance, indemnification, and removal of all equipment from the public right-of-way should the camera no longer be needed.
- C. The Agreement will provide that the City does not own, have access to, or operate the camera system including the data stored.

- D. The Agreement will provide that the Los Angeles County Sheriff's Department or its designee will have the ability and access to locate, review, and download video or other data collected from the equipment for law enforcement investigative purposes on an as requested basis.
- E. The Agreement will provide that the camera and equipment must be relocated at the licensee's cost if the location is needed for other public services and utility uses.
- F. The Agreement will provide that if camera system falls within the definition of an "automated license plate recognition system" ("ALPR") under the California Civil Code, then the licensee must comply with all applicable operational requirements established under the Civil Code for an ALPR system.