



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.



Neighborhood Security Camera Right-of-Way Agreement Application

Homeowner Association(s): _____

Designated Homeowner Association Representative(s): _____

*Please attach proof of legal formation of HOA, letter of interest, HOA minutes or resolution

Phone Number: _____ E-mail: _____

Proposed Security Camera Location Information

Cross Streets: _____

Location where power will be placed (specify exact location, include map): _____

Installation Equipment Options

Pole: Yes No

Preliminary Site Visit Conducted by City Staff: Yes No

Date of Site Visit: _____

OFFICE USE ONLY

APPLICATION REVIEW

Security camera location eligible per City requirements: Yes No

Insurance Coverage: Yes No

Application Complete: Yes No

Fee: \$ _____

Staff Approval: _____ Date: _____

Schedule Date for City Council Meeting: _____

CITY COUNCIL REVIEW:

License Agreement Completed: Yes No

Approved City Council Date: _____

PERMITS:

Permit/Plan Check Required: Yes No

If yes, approved by RHE staff on: _____ Zone Clearance No. : _____

If yes, approved by RHE Building and Safety Department on: _____

Date of Final Site Visit: _____

Approved- Rolling Hills Estates Staff Member:

Name, Title, and Signature

Date

**LICENSE AGREEMENT
FOR PRIVATE SECURITY CAMERA EQUIPMENT LOCATED ON CITY PROPERTY**

This License Agreement For Private Security Camera Equipment Located on City Property (“**Agreement**”) is effective as of _____, 20__ (“**Agreement Date**”), and is between the City of Rolling Hills Estates, a California municipal corporation and general law city (“**City**”) and _____, [a California nonprofit corporation] (“**Licensee**”). City and Licensee may be referred to, individually as a “**Party**” or jointly as “**Parties**.”

1. **Recitals.** This Agreement is entered into with respect to the following facts:

1.1 City provides municipal services to the residents of the City of Rolling Hills Estates, including law enforcement and police protection services.

1.2 Licensee is a homeowner association (“**HOA**”) organized under the laws of the State of California to promote the interests of the residential development commonly known as “_____” and located at _____ (“**HOA Property**”) in the City of Rolling Hills Estates as shown in Exhibit A.

1.3 The Covenants, Conditions, and Restrictions (CC&Rs) of the HOA allow assessment of owners for contribution to pay for costs, expenses and liabilities of the HOA. [or] [The HOA has demonstrated to City that it or its members have sufficient resources to fulfill the financial obligations under this Agreement.]

1.4 The City Council of City has adopted a policy that allows a homeowner association to install security cameras and related equipment within a City right-of-way or other City property adjacent to the HOA Property provided that the HOA execute a license agreement with the City for the use of the applicable City property.

1.5 In accordance with City Council policy, Licensee desires a License (described below) to install security cameras and related equipment (“**Equipment**”) as specifically described in Exhibit B in and around the City property. In order to have an effective range of vision, Equipment will be installed in the public right-of-way or other City property in the specific locations described and depicted in Exhibit C (“**License Area**”).

1.6 Exhibits A, B & C are attached and made a part of this Agreement by reference.

1.7 The City has determined that this Agreement is in the public interest to grant the requested License subject to the terms and conditions of this Agreement.

2. **License Granted.** City grants Licensee a non-exclusive license to install the Equipment in the License Area in accordance with the terms of this Agreement. Licensee may not use the License Area for any other purpose but to install, operate and repair the Equipment.

3. **Term.** The term of this License will commence on the Agreement Date and will continue in effect until terminated in accordance with Section 16 (“**Term**”).

4. **Use of the License Area.** Any entry into the License Area will be for the limited purpose of installing and maintaining the Equipment in the License Area. Licensee may only locate the Equipment in the License Area in the manner approved by City. Licensee may not permit any part of the License Area to be used for: (i) the conduct of any offensive, noisy, or dangerous activity;

(ii) the creation or maintenance of a public nuisance; (iii) anything which is against public regulations or rules of any public authority at any time applicable to the License Area; or (iv) any purpose or in any manner which will unreasonably obstruct, interfere with, or infringe upon the rights of the residents of adjoining properties. Licensee acknowledges and agrees that all surveillance data from the Equipment is the sole property of HOA and that the City has no interest in or control over the use and dissemination of such data. Licensee further acknowledges and agrees that it will provide the Los Angeles County Sheriff's Department or its designee the ability and access to locate, review and download video and other data collected from the Equipment for law enforcement purposes, and that failure to so cooperate with the Sheriff's Department will constitute a material breach of this Agreement.

5. Utilities. Licensee is solely responsible for all charges incurred for any and all public utility services provided to the License Area for the operation of the Equipment, including, but not limited to, electric power and telecommunications ("**Charges**"). Licensee will pay such Charges promptly as they become due. Failure to pay Charges will be a material breach of this Agreement. Licensee will indemnify City for any and all such Charges, including any such charges which must be paid by City to prevent delinquency. City will promptly bill Licensee for any such charges and provide an accounting thereof.

6. Right of Inspection and Testing. Licensee acknowledges City's right and authority to enter upon the License Area by and through its employees, representatives, contractors, and agents, at any time for the purpose of inspecting the Equipment and other investigation as the City reasonably determines is required. City will make reasonable efforts to notify Licensee in advance of entering and inspecting the Equipment and License Area.

7. Licensee's Maintenance and Operational Obligations. Licensee agrees to the following maintenance and operational obligations.

7.1 Equipment Maintenance. Licensee must maintain the Equipment in good condition and working order at its sole cost and expense. Any Equipment that is broken, vandalized, inoperable, malfunctioning or unsafe must be repaired or replaced immediately by Licensee. City reserves the right to remove Equipment that is not repaired or replaced in a timely manner. In the event that Equipment is in a condition that threatens the health and safety of the public in City's sole discretion, City may remove the Equipment immediately and send an Invoice to Licensee for the cost incurred in accordance with Section 16.2. City has no obligation to maintain or protect the Equipment.

7.2 No Interference With License Area. Licensee may not interfere with operation of the License Area.

7.3 Warranty of Right to Assess. Under the CC&Rs, HOA has right to assess owners for contractual obligations of HOA including for such obligations as undertaken in this Agreement for maintenance of the Equipment, including the right to assess owners and lien their interest for nonperformance. In accordance with all such procedures in the CC&Rs, HOA will undertake such assessments in order to meet its obligations under this Agreement, if necessary, to raise funds therefore, and will timely enforce such assessments as provided in the CC&Rs.

7.4 Civil Code ALPR Compliance. Licensee acknowledges and agrees that Title 1.81.23 commencing with Section 1798.90.5 of the California Civil Code ("ALPR Title") establishes certain security procedures and practices to protect automated license plate recognition (ALPR) information from unauthorized access, destruction, use, modification, or disclosure. If Licensee's Equipment is deemed to constitute an "ALPR system" as defined in the ALPR Title, then Licensee

must comply with all provisions of the ALPR Title applicable to an "ALPR operator" as defined in the ALPR Title.

8. Indemnity.

8.1 Licensee agrees to indemnify, defend, protect and hold harmless City and its respective elected and appointed boards, officials, officers, employees, and agents (individually and collectively, "**Indemnitees**") from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses of whatever nature, including reasonable attorneys' fees and disbursements (collectively, "**Claims**"), which may arise or otherwise occur as a result of the Equipment or Licensee's performance of its obligations under this Agreement, including the installation, maintenance, repair or removal of any of the Equipment.

8.2 If any action or proceeding is brought against Indemnitees by reason of any of the matters against which Licensee has agreed to indemnify Indemnitees as provided above, Licensee, upon notice from City, must defend Indemnitees at Licensee's expense by counsel acceptable to City, such acceptance not to be unreasonably withheld. Indemnitees need not have first paid for any of the matters to which Indemnitees are entitled to indemnification in order to be so indemnified.

8.3 The provisions of this section will survive the expiration or earlier termination of this Agreement.

9. Insurance.

9.1 General. Licensee must procure and maintain, at its sole cost and expense, and submit concurrently with its execution of this Agreement, in a form and content satisfactory to City, public liability and property damage insurance against all claims for injuries against persons or damages to property resulting from Licensee's construction and use of the Equipment within the License Area under this Agreement. This insurance may be included with the HOA's regular insurance program as long as the Equipment is included. The insurance must be kept in full force and effect during the Term, and may not be cancelable by the insurer without 30 days' prior written notice to City of any proposed cancellation. Certificates of insurance evidencing the foregoing and designating City and Indemnitees as additional named insured by original endorsement must be delivered to and approved by City. The procuring of such insurance and the delivery of policies, certificates, and endorsements evidencing the same will not be construed as a limitation of Licensee's obligation to indemnify City and the Indemnitees.

9.2 Minimum Scope of Insurance. The minimum amount of insurance must be a policy of comprehensive general liability and personal injury with limits of at least \$1,000,000 combined single limit coverage per occurrence. For any claims related to this Agreement, Licensee's insurance coverage must be primary insurance with respect to City and the Indemnitees. Any insurance or self-insurance maintained by City and the Indemnitees, will be in excess of Licensee's insurance and will not contribute to it.

9.3 Sufficiency of Insurers. All insurance must be provided by authorized insurers admitted and in good standing with the State of California and must have an A.M. Best's Key Rating of B++, Class VIII, or better, unless otherwise acceptable to City in its sole discretion.

9.4 Proof of Insurance. Licensee will furnish City with both certificates of insurance and copies of policies, including additional endorsements, affecting all of the coverage required by this Agreement. The certificates and endorsements are to be signed by a person

authorized by that insurer to bind coverage on its behalf. All proof of insurance is to be received and approved by City prior to approval of this Agreement. City reserves the right to require Licensee's insurers to provide complete, certified copies of all required insurance policies at any time.

9.5 Verification. Verification of insurance coverage may be provided by: (1) an approved General Endorsement Form for the City of Rolling Hills Estates, or (2) an acceptable Certificate of Liability Insurance Coverage with an approved Additional Insured Endorsement.

9.6 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by City in writing. At the option of City, either the insurer will reduce or eliminate such deductibles or self-insured retentions as respects City or the Indemnitees; or, Licensee will procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

9.7 Severability of Interests (Separation of Insureds). This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the limits of the insurer's liability.

9.8 Insurance Increase. Not more frequently than once within a three year period, if, in the opinion of City's Risk Manager, the amount of public liability and property damage insurance coverage at that time is not adequate, City may require modifications to the required insurance coverage in this Section 9. City will notify Licensee in writing ("**Increase Notice**"), and Licensee agrees to provide City with certificates and endorsements evidencing City's required increased insurance coverage amounts within 30 days' of the Increase Notice. Failure of Licensee to provide City with certificates and endorsements evidencing City's required increased insurance coverage amounts within said period will be a material default under this Agreement.

10. Alterations. Licensee may not make any alteration to the License Area nor any other portion of the License Area, nor install any other equipment in the License Area except as authorized by City in writing.

11. Assignment and Subletting Prohibited. Neither this Agreement nor any interest in the License Area may be assigned by Licensee, nor may Licensee rent or sublet the License Area nor the Equipment. Any attempted assignment of this Agreement or the subletting of the License Area or the Equipment, without the prior written consent of City, which may be withheld in its sole and absolute discretion, will be void and a material breach of this Agreement.

12. Construction by Others within License Area. Licensee understands that the license under this Agreement is non-exclusive and that City may grant subsequent encroachments permits and licenses within the License Area provided such additional licenses or permits do not unreasonably interfere with the purpose of the Equipment. Licensee must promptly join and maintain membership with United Service Alert of Southern California (commonly known as "**Dig Alert**") for the entire term of this Agreement, or until the Equipment is removed, whichever occurs first. Licensee must monitor notifications from USA/Dig Alert (Dial "811") of excavations or other work within the License Area by public agencies or private parties that may directly affect Licensee's Equipment. Licensee's will be sole responsible to adequately mark, identify, and locate its Equipment within the License Area for any and all public agencies or private parties who have duly notified USA/Dig Alert of excavations or other work within the License Area. Failure of Licensee to timely and/or correctly mark, identify, and locate its Equipment within the License Area will be the responsibility of Licensee. Licensee must indemnify, hold harmless, and release City from all damages of any kind, due to damages incurred to its Equipment within the License Area, including complete loss of the use and/or value of the Equipment due to excavations or other work within the License Area by public utility

companies, other governmental agencies, and private parties, including City, which has duly notified USA/Dig Alert of their intention to excavate or perform other work within the License Area.

13. Relocation of Equipment.

13.1 City reserves to itself, and to any public utility companies that are City franchisees or are otherwise legally entitled to utilize City property for any lawful utility purpose (“**Public Utility**”), the right to construct, install, maintain, reconstruct and relocate any improvements and utility facilities located in or under the City property (respectively, “**City Facilities**” and “**Public Facilities**”). All such work is hereafter referred to collectively as “**City Property Work**.”

13.2 City may order Licensee to relocate or reconstruct any Equipment at Licensee’s sole cost if the City or a Public Utility determines that such relocation or reconstruction is necessary to permit City Property Work by City, or that such relocation or reconstruction is required to permit a Public Utility to exercise its lawful rights relating to any City Facilities. Except for emergencies, the City or the applicable Public Utility will give Licensee no less than 30 days’ written notice of the need to relocate, remove, alter or replace any Equipment due to City Property Work. Licensee will prepare relocation plans for the Equipment and submit same to City Engineer, as well as the affected Public Utility, for review and comment within 30 days’ notice from City or Public Utility of the utility conflict. Licensee will relocate the Equipment, as directed by City or the Public Utility, pursuant to this Section 13, except, however, that relocation of the Equipment, as approved by City, will commence no later than 30 days from the date of approval of the relocation plans for the Equipment by City. If the relocation is to an area outside of the current License Area, the map of the License Area will be revised, as approved by the City Engineer.

13.3 If Licensee does not cause any required relocation or reconstruction to be timely commenced or promptly completed, City or an affected Public Utility may cause and complete such relocation or reconstruction at Licensee’s sole expense including all reasonable overhead costs. In such event, Licensee must pay such sums to City or to an affected Public Utility promptly upon receipt of an invoice from City or the Public Utility.

13.4 Where City or an affected Public Utility reasonably determines that an emergency requires the relocation or reconstruction of any Equipment in order to permit the continuation of the public uses of the City Property by City or any Public Utility, City or the Public Utility, as applicable, must give reasonable notice to Licensee commensurate with the nature and extent of the emergency, to perform such reconstruction or relocation. If, for any reason, Licensee is unable to timely perform such reconstruction or relocation, City or Public Utility may cause such work to be done at the sole expense of Licensee.

14. Tax Implications. Licensee will be solely responsible for any real estate tax consequences, if any, arising from Licensee’s right to use the License Area and agrees to indemnify City from any such taxes, including but not limited to, possessory interest taxes.

15. Breach. Upon a material breach of this Agreement and/or the Encroachment Permit, City may, at its sole discretion, provide Licensee with a written notice of breach and specify a reasonable time to cure the breach (“**Default Notice**”). If Licensee fails to cure the breach within the time specified in the Default Notice, City may, in its sole discretion, elect to terminate this Agreement (“**Default Termination Notice**”).

16. Termination.

16.1 Termination Rights. This Agreement will terminate five days following delivery of a written Default Termination Notice. Upon such termination, the Equipment must thereafter be removed in accordance with Section 16.2.

16.2 Licensee Obligations at Termination. Within ten days from termination, Licensee must, at Licensee's sole cost and expense, remove the Equipment except in case of an emergency where less notice may be provided. Upon removal of the Equipment, Licensee must repair any damage to License Area at its sole cost and expense. Failure to remove the Equipment and repair any damage to the License Area within the specified time will result in removal of the Equipment and/or repair of the License Area by City, and Licensee must promptly reimburse City for the costs of removal and repairing the License Area as billed by City . If Licensee fails to pay such amount to City within ten days from receipt of the invoice, the amount specified will thereafter bear interest at the rate of ten percent (10%) per annum until paid in full. City will not be responsible for any damage to the Equipment if City is forced to remove it. Upon removal of the Equipment, Licensee must repair any damage to License Area at its sole cost and expense and has the authority to do so described in Section 7. Removed Equipment must be returned to Licensee, and City will have no liability for the condition of the Equipment.

17. Notices. Any notices, demands, or communications under this Agreement must be in writing, and may be given either by (i) personal service, (ii) overnight delivery, or (iii) mailing via United States mail, certified mail, postage prepaid, return service requested, addressed as set forth on the signature page of this Agreement or such other address as may be furnished in writing by a party, and such notice or communication must, if properly addressed, be deemed to have been given as of the date so delivered, or three business days after deposit into the United States mail. Either Party may change the address for notice by giving written notice of such change to the other Party in the manner provided for in this section.

18. Amendments & Modifications. This Agreement may only be amended or modified by a written document executed by both Parties.

19. No Waiver. The failure to enforce any term, covenant, or condition of this Agreement will not be construed as a waiver of the right to enforce this, or any other, term, covenant, or condition of this Agreement.

20. No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

21. Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions will continue in full force and effect.

22. Governing Law. This Agreement will be construed and enforced in accordance with the laws of the State of California and any legal action must be brought in a court of competent jurisdiction in Los Angeles County.

23. Attorney's Fees. In the event of any litigation or other legal proceeding arising from this Agreement, the prevailing party will be entitled to recover, in addition to any other relief awarded or granted, its reasonable costs and expenses, including attorney's fees, incurred in the proceeding.

24. Construction. This Agreement, along with its exhibits, contains the entire agreement between the Parties and, supersedes any prior oral or written statements or agreements between the Parties with respect to the subject matter of this Agreement. In determining the meaning of, or resolving any ambiguity with respect to, any word, phrase or provision of this Agreement, no uncertainty or ambiguity will be construed or resolved against a Party under any rule of construction, including the party primarily responsible for the drafting and preparation of this Agreement. Headings used in this Agreement are provided for convenience only and will not be used to construe meaning or intent. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number will each be deemed to include the others wherever and whenever the context so dictates.

25. Counterparts. This Agreement may be signed in counterparts, each of which will constitute an original and which collectively will constitute one instrument.

26. Corporate Authority. The persons executing this Agreement on behalf of the Parties warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of such Party, (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which the Party is bound. This Agreement is binding upon the heirs, executors, administrators, successors and assigns of the Parties

THE UNDERSIGNED AUTHORIZED REPRESENTATIVES OF THE PARTIES have caused this Agreement to be executed as follows:

LICENSEE:

_____,
a California corporation

By: _____

Its: _____

By: _____

Its: _____

ADD ADDRESS

With a copy to:

CITY:

CITY OF ROLLING HILLS ESTATES,
a municipal corporation

By: _____
_____, Mayor

_____, 201_____

ATTEST:

Heidi Luce, City Clerk

APPROVED AS TO FORM:

By: _____
Donald M. Davis, City Attorney

Exhibit A
Depiction of HOA Property

Exhibit B
Description of Equipment

Exhibit C
Depiction of License Area