

THERE IS NO LEGAL OBJECTION TO THIS LEGISLATION IF AMENDED AS FOLLOWS:

1. In the title, line 9 and in Section 1, line 6, strike "one year" and insert "six (6) months" in both places; and in Section 1, line 6, strike "\$250,000" and insert "\$125,000".

2. Insert new Section 2 to read as follows:

"Section 2. Flock Safety shall not sell, share, publish or exchange any data obtained through the Flock Safety Automated License Plate Reader Solution contract ("ALPR contract") authorized by this ordinance for any purpose other than law enforcement purposes.

Flock Safety shall not access, use, preserve or disclose any data obtained through the ALPR contract to any third-party government authority or other third party except pursuant to a valid search warrant issued by a court of competent jurisdiction upon a finding of probable cause and describing with particularity the data to be produced. Flock shall not disclose data obtained through the ALPR contract in response to subpoenas, administrative requests, informal inquiries, preservation letters, national security letters or any other legal process that does not constitute a search warrant unless required by applicable law. Any disclosure is strictly limited to the data identified in the warrant and shall be produced only to the requesting law enforcement authority named in the warrant. Flock shall not voluntarily disclose data based solely on a good faith belief, contractual enforcement interests, investigatory convenience, or generalized public safety concerns. Unless legally prohibited Flock shall provide prompt written notice to the Director of Public Safety prior to disclosure and shall afford the Director a reasonable opportunity to seek protective relief. Flock shall further use commercially reasonable efforts to narrow, resist, quash or otherwise challenge any legal process that

exceeds the permissible scope set forth above. Any violation of this provision shall constitute a material breach of the contract authorized by this ordinance.

The contract between the City and Flock Safety shall include a financial penalty of up to 25% of the amount of the contract for violation of privacy and data sharing provisions.

The Division of Police shall establish and maintain a Transparency Portal, an online webpage by which the public may access information about the Division of Police's use of ALPRs.

The Division of Police shall not share data derived or downloaded from the City's Flock Safety cameras with the Northeast Ohio Regional Fusion Center under the contract authorized by this ordinance."

3. In Section 2, at the end, insert "The Director of Public Safety shall provide written notice to the Clerk of Council whenever any purchase is made through the cooperative process, which notice shall include the details of such cooperative purchases. The Safety Director shall submit a written report quarterly to the Clerk and the Safety Committee on the use and monitoring of the ALPR system."

4. Renumber existing Sections 2, 3 and 4 to new "Section 3.", "Section 4." and "Section 5.".

Date: _____ (Signed): _____
Vishnu Ganglani
Assistant Director of Law