



CITY OF NEW BEDFORD

In the Year Two Thousand and Twenty-Six

AN ORDINANCE

RELATIVE TO AUTOMATED LICENSE PLATE READERS ("ALPR") AND MASS LOCATION-TRACKING TECHNOLOGIES

Be it ordained by the City Council of the City of New Bedford as follows:

SECTION 1. Article I of Chapter 2 of the Code of Ordinances of the City of New Bedford is hereby amended by inserting, after Section 2-12, the following:

Sec. 2-13. – Automated License Plate Readers and Mass Location-Tracking Technologies.
(A) Definitions.

For purposes of this section, the following words shall have the following meanings:

Automated License Plate Reader ("ALPR") shall mean any camera, device, system, software, or technology that uses automated means to capture, record, read, collect, store, process, analyze, or otherwise obtain license plate information, vehicle information, or information concerning the location or movement of a vehicle.

Mass Location-Tracking Technology shall mean any device, system, software, or service that continuously or systematically records, collects, stores, analyzes, or tracks the movements, locations, travel patterns, or whereabouts of members of the general public, whether such information is collected directly by the City or through a third-party vendor.

City Data shall mean any information, records, images, license plate information, location information, metadata, or other data collected, generated, stored, processed, or maintained on behalf of, or through the use of, the City or a City department, agency, board, commission, office, authority, or other municipal entity.

Material Modification shall mean any modification that expands the number or geographic coverage of devices; expands the purposes for which a system may be used; increases the categories of data collected; increases the period for which data may be retained; expands the entities or persons authorized to access data; or materially changes the capabilities or functionality of the system.



CITY OF NEW BEDFORD

In the Year Two Thousand and Twenty-Six

(B) Prohibition.

No City department, agency, board, commission, office, authority, or other municipal entity shall acquire, purchase, lease, license, renew, extend, expand, deploy, operate, or materially modify any ALPR system or Mass Location-Tracking Technology except as expressly permitted by this section.

No City department, agency, board, commission, office, authority, or other municipal entity shall enter into, renew, extend, amend, or otherwise continue any contract, subscription, license, memorandum of understanding, intergovernmental agreement, or other arrangement providing for the acquisition, operation, maintenance, expansion, or use of an ALPR system or Mass Location-Tracking Technology except as expressly permitted by this section.

No City funds shall be appropriated, expended, or otherwise used for any purpose prohibited by this section.

(C) Existing ALPR Systems and Agreements.

(1) Any existing agreement, contract, subscription, license, or other arrangement providing for the City's use of an ALPR system shall not be renewed, extended, expanded, or materially modified.

(2) To the extent legally permissible, the Administration shall take all lawful steps necessary to terminate or allow to expire any existing agreement providing for the City's use of an ALPR system.

(3) Upon termination or expiration of any such agreement, the City shall discontinue its use and operation of the applicable ALPR system.

(4) The Administration shall provide written notice to the City Council of any termination, expiration, or non-renewal of an ALPR agreement and shall provide a copy of any applicable termination or non-renewal notice, subject to applicable law.

(D) Public Hearing Required.

No ALPR system or Mass Location-Tracking Technology may be acquired, deployed, renewed, expanded, or materially modified unless a public hearing has first been conducted by the City Council or a committee thereof.



CITY OF NEW BEDFORD

In the Year Two Thousand and Twenty-Six

The public hearing shall address, at a minimum:

- (1) the proposed technology and its capabilities;
- (2) the intended purposes and uses;
- (3) the proposed locations of deployment;
- (4) the total anticipated cost to the City;
- (5) privacy and civil liberties implications;
- (6) data collection, retention, access, and sharing practices;
- (7) potential impacts on constitutional rights; and
- (8) potential disparate impacts upon residents and communities.

(E) Privacy and Civil Liberties Impact Assessment.

Prior to any proposed acquisition, deployment, renewal, expansion, or Material Modification, the Administration shall complete a written Privacy and Civil Liberties Impact Assessment.

The assessment shall address, at a minimum:

- (1) the types of information collected;
- (2) the purposes for which information will be collected and used;
- (3) the duration for which information will be retained;
- (4) the persons and entities authorized to access the information;
- (5) the circumstances under which information may be searched or disclosed;
- (6) data security measures;
- (7) constitutional and civil liberties implications;
- (8) potential disparate impacts upon residents and communities; and
- (9) the anticipated fiscal cost to the City.

The completed assessment shall be made publicly available prior to the City Council's consideration of the proposed technology.

(F) Public Disclosure of Device Locations.

Prior to deployment of any ALPR system or Mass Location-Tracking Technology, all proposed device locations shall be publicly disclosed.



CITY OF NEW BEDFORD

In the Year Two Thousand and Twenty-Six

The Administration shall also publish the criteria used to determine proposed locations and the rationale supporting each proposed location.

Any subsequent relocation or expansion of the system shall be subject to the same public disclosure requirements.

(G) Data Governance Requirements.

Prior to any acquisition, deployment, renewal, expansion, or Material Modification of an ALPR system or Mass Location-Tracking Technology, the City shall adopt a written Data Governance Policy governing the collection, access, use, retention, disclosure, security, and destruction of City Data.

The policy shall include, at a minimum:

- (1) a fixed and clearly defined maximum data-retention period;
- (2) a requirement that searches of collected data be supported by a warrant, court order, or documented case number and legitimate law-enforcement purpose, except where otherwise required by law;
- (3) a requirement that each search or access to collected data be logged and auditable;
- (4) a prohibition on the sale or commercial exploitation of City Data;
- (5) a prohibition on sharing, transferring, disclosing, or otherwise disseminating City Data to federal agencies, out-of-state law-enforcement agencies, private entities, or other external entities except where specifically authorized or required by law;
- (6) minimum standards for encryption, access controls, authentication, cybersecurity, and protection against unauthorized access;
- (7) procedures governing the correction, preservation, export, and destruction of City Data; and
- (8) provisions requiring all applicable restrictions to be incorporated into any contract with a technology vendor.

(H) Vendor Requirements.

Any agreement between the City and a vendor providing an ALPR system or Mass Location-Tracking Technology shall expressly incorporate all applicable requirements of this section and the City's Data Governance Policy.



CITY OF NEW BEDFORD

In the Year Two Thousand and Twenty-Six

The agreement shall provide that any violation of the City's data restrictions, retention requirements, access requirements, or data-sharing prohibitions constitutes a material breach of contract.

No vendor shall be permitted by contract to retain ownership of City Data or to use City Data for any purpose unrelated to the City's expressly authorized use of the system.

(I) Prohibition on External Data Sharing.

No City department, agency, board, commission, office, authority, or other municipal entity shall voluntarily provide or permit access to City Data collected through an ALPR system or Mass Location-Tracking Technology to any federal agency, out-of-state law-enforcement agency, private entity, or other external entity except where specifically authorized or required by law. Nothing in this subsection shall prohibit disclosure required pursuant to a valid court order, warrant, subpoena, or other legally binding process.

(J) Independent Audit.

Any ALPR system or Mass Location-Tracking Technology authorized pursuant to this section shall be subject to an independent audit at least annually.

The audit shall examine, at a minimum:

- (1) data collection;
- (2) searches and access;
- (3) retention and destruction;
- (4) data sharing and disclosure;
- (5) cybersecurity and data security;
- (6) compliance with the City's Data Governance Policy;
- (7) compliance with this section; and
- (8) compliance with applicable contractual requirements.

The results of each independent audit shall be provided to the City Council and made publicly available, subject to legally required redactions.



CITY OF NEW BEDFORD

In the Year Two Thousand and Twenty-Six

(K) Affirmative City Council Approval.

No ALPR system or Mass Location-Tracking Technology shall be acquired, deployed, renewed, expanded, or materially modified without an affirmative vote of the City Council.

Any such vote shall occur only after the requirements of subsections (D), (E), (F), and (G) have been satisfied.

No administrative approval, departmental authorization, procurement action, grant award, or contractual provision shall be construed to authorize deployment or use in the absence of the affirmative City Council approval required by this subsection.

(L) Vendor Data Disposal and Transition Requirements.

Upon the termination, expiration, or non-renewal of any agreement involving an ALPR system or Mass Location-Tracking Technology, the Administration shall obtain written certification from the vendor establishing that:

- (1) all City Data has been exported and transferred into the custody of the City of New Bedford in a complete and usable format, to the extent the City is legally entitled to such data;
- (2) all City Data that the vendor is not legally required to retain has been permanently deleted from the vendor's systems, including active systems, databases, cloud storage, backup systems, and other repositories under the vendor's control;
- (3) all hardware associated with the City's system has been removed from City property and infrastructure, unless otherwise authorized by the City;
- (4) the vendor has provided sufficient documentation to permit the City to verify compliance with these requirements; and
- (5) the vendor has certified that it will not thereafter retain, access, process, sell, share, disclose, or otherwise utilize City Data except where expressly required by law.

The vendor's written certification shall be provided to the City Council and made publicly available, subject to legally required redactions.



CITY OF NEW BEDFORD

In the Year Two Thousand and Twenty-Six

(M) Prohibition on Vendor Retention or Secondary Use.

Following the termination or expiration of any agreement, no vendor shall retain, access, process, sell, share, disclose, commercialize, analyze, or otherwise utilize City Data except to the extent expressly required by law.

Any contractual provision purporting to authorize a vendor to retain or utilize City Data in a manner inconsistent with this section shall be void to the maximum extent permitted by law.

(N) Public Reporting.

The Administration shall provide the City Council with an annual public report concerning any ALPR system or Mass Location-Tracking Technology operated or authorized by the City.

The report shall include, at a minimum:

- (1) the name of each vendor;
- (2) the type and number of devices deployed;
- (3) the locations of deployed devices;
- (4) the purposes for which the technology is used;
- (5) the total cost to the City;
- (6) the applicable data-retention period;
- (7) the persons or entities authorized to access collected data;
- (8) the number of searches conducted, to the extent such information may lawfully be disclosed;
- (9) any instances of unauthorized access or disclosure; and
- (10) the results of the most recent independent audit.

(O) Severability.

If any provision of this section or the application thereof to any person, entity, department, agency, board, commission, office, authority, or circumstance is held invalid, such invalidity shall not affect the remaining provisions or applications of this section, which shall remain in full force and effect.

SECTION 2. Any provision of the Code of Ordinances of the City of New Bedford inconsistent with the provisions of this ordinance is hereby superseded to the extent of such inconsistency.

SECTION 3. This ordinance shall take effect upon passage.