

May 3, 2023

*Via email: [dbrower@cityofwatertown.org](mailto:dbrower@cityofwatertown.org)*

Capt. David Brower  
Watertown Police Department  
106 Jones St  
Watertown, WI 53094

*Via email: [schesebro@watertownwi.gov](mailto:schesebro@watertownwi.gov)*

City Attorney Steven Chesebro  
106 Jones St  
Watertown, WI 53094

*Via email: [pcheckai@watertownpubliclibrary.org](mailto:pcheckai@watertownpubliclibrary.org)*

Watertown Public Library  
Peg Checkai – Director  
100 S. Water St  
Watertown, WI 53094

RE: Watertown Public Library – Camera MOU  
Our File No. 4110.004

Ladies and Gentlemen:

I am enclosing the **Memorandum of Understanding between the Watertown, WI Library Board and the Watertown Police Department Regarding Library Video Surveillance**. I have executed this MOU on behalf of the Library Board of Trustees pursuant to our affirmative vote on the matter as well as the City Attorney's approval of the Agreement. I have asked the City Attorney's office to remain active in the implementation of this MOU to ensure that the access provided to the police department comports with the terms of the Agreement and with Wisconsin law.

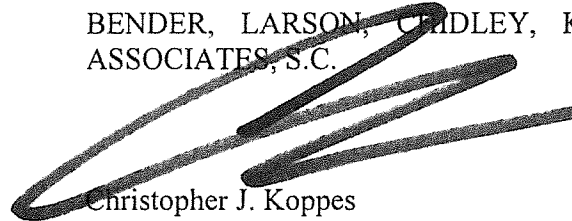
When the police department executes this agreement, I ask that Peg please immediately make arrangements to post the MOU on the library's policy website.

Thank you all very much for your work on this important project.

May 3, 2023  
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Very truly yours,

BENDER, LARSON, CHIDLEY, KOPPE &  
ASSOCIATES, S.C.

A large, bold, handwritten signature in black ink, appearing to be 'CJ Koppes', written over the firm name.

Christopher J. Koppes  
ckoppes@blcklaw.com

CJK:kb

Encl.

CC: Watertown Library Board – via email

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE WATERTOWN, WI LIBRARY BOARD AND THE WATERTOWN  
POLICE DEPARTMENT REGARDING LIBRARY VIDEO SURVEILLANCE**

This Agreement is entered into and between the Watertown, WI Library Board of Trustees (the "Board") and the City of Watertown Police Department (the "Department"), regarding sharing access to certain camera systems at the City of Watertown, WI Public Library (the "Library").

I. Purpose.

The purpose of this Memorandum of Understanding is to set forth guidelines permitting limited Department access to the Library's video surveillance camera system.

II. Access to Watertown, WI Library Video Surveillance.

1. The Library surveillance cameras are considered a tool to assist the Board and the Department to protect the health, welfare, and safety of staff and patrons at the Library.
2. The Department shall have access to the Library-owned surveillance camera system only to the limited extent provided in this Agreement or as otherwise proscribed by valid judicial process (e.g. subpoena, warrant, or Court order).
3. **ACCESS TO LIVE SURVEILLANCE SYSTEMS DURING "EMERGENCY":** Immediate Department access to real-time surveillance video during the Library's open hours shall be provided to the Department when such access is necessary for the Department to respond to an "Emergency". An Emergency is a matter that involves significant threat to the life, health, or safety of a Library patron and persons in the immediate surrounding area of the Library facility (including, by way of example and not limitation, active threat situations upon the grounds and buildings of the Library or within the view of the Library cameras). No legal process is necessary for this purpose. Such access shall be deemed an ongoing request for assistance of a law enforcement officer pursuant to Wis. Stat. §43.30(5)(b).
4. **ACCESS TO LIVE AND ARCHIVED SYSTEMS WITH LIBRARY DIRECTOR APPROVAL:** The Library shall provide real-time surveillance video and archived surveillance video record access at the request of the Department upon library director approval, so long as such access is consistent with the provisions and limitations of Wis. Stat. §43.30.
5. **ACCESS TO LIVE SYSTEMS WHILE LIBRARY IS CLOSED:** The Library shall provide real-time surveillance video access to the Department for those times where the Library is closed to the public. Such access shall be deemed an ongoing request for assistance of a law enforcement officer pursuant to Wis. Stat. §43.30(5)(b).

6. **ACCESS TO LIVE SYSTEMS WHILE LIBRARY IS OPEN COVERING EXTERIOR:** Certain Library cameras view only exterior portions of the Library buildings and non-Library portions of the interior. The mere appearance of an individual on a surveillance video near the Library does not identify him or her as "...an individual who uses the Library's...services..." Therefore, immediate Department access to real-time surveillance video for those cameras that have only exterior views of the building and non-Library portions of the interior shall be provided to the Department.

7. **ACCESS TO LIVE SYSTEMS DURING COURSE OF CRIMINAL INVESTIGATION:** Pursuant to Wis. Stat. 43.30(5)(a), upon the request of a law enforcement officer who is investigating criminal conduct alleged to have occurred at the Library, the Library shall disclose to the law enforcement officer all records pertinent to the alleged criminal conduct that were produced by a surveillance device under the control of the library.

### III. Effective Date and Duration.

This agreement shall become effective immediately upon execution by signature of both parties, and shall automatically renew each January 1st, unless either party gives written notice to the other party of its intent to not renew the agreement for the succeeding calendar year.

### IV. Miscellaneous.

**Termination.** This agreement may be terminated by either Party upon the provision of written notice of termination to the other Party.

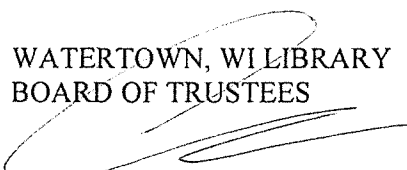
**Severability.** In any portion of this Agreement is held to be illegal, invalid, unenforceable, in violation of Wis. Stat. §43.30, or unconstitutional, the remaining portions of the Agreement shall remain in full force and effect.

**Amendment, Waiver and Entire Agreement.** Any of the terms and conditions herein may be amended or waived only with the written consent of the Parties. This Agreement, including any exhibits and appendices thereto, constitutes the entire agreement of the Parties and supersedes all oral negotiations and prior writings with respect to the subject matter hereof.

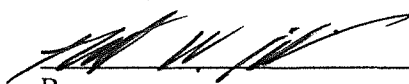
**Assignability.** Neither party may assign its rights or obligations under this Agreement or any individual without the prior written consent of the other party.

**Governing Law.** This Agreement, and any disputes arising hereunder, is governed by the laws of the State of Wisconsin, without reference to its conflict of laws principles.

WATERTOWN, WI LIBRARY  
BOARD OF TRUSTEES

  
By: Christopher John Kappes Date 5-1-23  
President, Watertown (WI) Library Board of Trustees  
Title

WATERTOWN, WI POLICE DEPARTMENT

  
By: Robert W. Kaminiski Date 5/9/2023  
Chief of Police  
Title

April 24, 2023

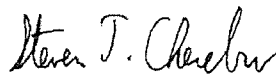
Attorney Christopher John Koppes  
Bender, Larson, Chidley, Koppes & Associates, S.C.  
138 Hospital Drive; Suite 100  
Watertown, WI 53098

Dear Library Board:

This letter is in response to the request for approval as to form of the MOU between the Watertown, WI Library and the City of Watertown Police Department, regarding library video surveillance. It is my opinion that as drafted the document does comply with current laws regarding the keeping of records confidential by the library staff. Wis. Stat. § 43.30(5) makes it clear that libraries can share their records with the police department in two situations. The first situation is, upon the request of the police department investigating criminal conduct. In this situation the library shall provide all records pertinent to the alleged criminal conduct that were produced by a surveillance device. The second situation is that upon the request of the library for assistance from a law enforcement officer, any records the library deems may assist the law enforcement officer in providing assistance may be disclosed to the law enforcement officer. The MOU as drafted identifies these permissible situations as times that the records may be shared, or address records which are not covered by Wis. Stat. § 43.30 as they do not identify an individual who uses the library's services. As such I do not believe that any provisions of the MOU are required to be struck.

In prior conversations regarding this topic, I noted that a potential conflict in my representation arises as the City Attorney representative of the City. With this agreement being between two competing departments within the City, I also noted that to the extent a conflict exists my obligation would first be to the Police Department. In speaking with the Police Department, they do not believe a conflict exists and have asked that I respond to the Library Board as I would if they had priority in this matter. The library is permitted to retain outside counsel to represent it on this matter if it believes that I am conflicted, and I would encourage you to do so if you have concerns. Alternatively, I would be happy to set up a meeting and discuss my analysis regarding the MOU in more specific detail if you are interested in doing so.

Sincerely,



Steven T. Chesebro  
City Attorney

STC:nl  
Enclosure