Questions for the City Attorney on the Flock contract

Research Report · October 13 · Felix Gallo, for UnflockWausau.org

These questions ask what the city's 2023 agreement with Flock allows and who can reach the data from its cameras. Most can be answered from the contract text and city records. Alders can ask for the answers in writing before the November budget vote.

Leaving the contract · Section 11.16

1. Does Section 11.16 let the city end the agreement on 30 days' written notice, “without penalty or other cost,” if the Council does not appropriate the Flock payment? Does it matter why the money was not appropriated?
2. Is the signed agreement identical to the unsigned copy in the Council's October 2023 packet? Has an amendment, a later order form or any other mutually signed document changed it since?
3. Which budget year carries the payment due in December 2026? What must the Council do, and by what date, to use Section 11.16?
4. After notice is given, when may the city cover or switch off the cameras (Section 10.1), and what must Flock do to remove them (Section 7.2)?

Anonymized data · Section 4.3

5. What may Flock keep under Section 4.3, and for how long? Does the 30-day retention period apply to anonymized or aggregated data?
6. Does Section 1.1 clearly define what counts as anonymized, or does Flock decide? It refers to “commercially available standards” without naming one. To your knowledge, does any legally binding document set out the anonymization process?
7. Does the city audit how Flock anonymizes its data? Does the agreement give the city the right to?
8. Section 4.3 lets Flock “use and distribute” anonymized data in “other Flock offerings” but says Flock “shall not sell” it. May Flock provide statistics from Wausau's cameras to others for a fee?
9. Does the Section 4.3 license survive termination, when the survival clause (Section 7.3) does not list Section 4? Does Section 5.1 require Flock to return or destroy what it collected?
10. Has the city asked Flock in writing whether data from Wausau's cameras is in its Traffic Analytics product or its training sets? If not, will your office ask?

Disclosure of footage · Section 5.3

11. Do you agree that Section 5.3 lets Flock give the city's footage to any government agency or other third party, for 30 days after capture, without a warrant, without the city's consent and without notice, whenever Flock believes in good faith that this is reasonably necessary for a listed purpose? If not, what in the agreement prevents it?
12. Do the sharing settings the police department controls limit what Flock itself may disclose under Section 5.3?
13. Would a subpoena that an agency issues to itself, or an informal request citing an emergency, be enough?
14. Does the prior-notice duty in Section 5.1 apply to a disclosure under Section 5.3? How would the city learn that one had been made, and has it asked Flock whether any has?
15. If Flock disclosed footage improperly, what could the city recover, given the cap of twelve months' fees in Section 9.1?

Searches by other agencies

About 200 Wisconsin agencies can search Wausau's cameras: 205 by Wausau Pilot & Review's count in September, and 188 listed on the department's Flock portal on Oct. 9.

16. Can each of those agencies search Wausau's camera data directly, without Wausau approving the search?
17. What agreement, policy or statute stops an officer at one of those agencies from running a search for a federal agency, an out-of-state agency or anyone else who asks?
18. Has Wausau signed an agreement with each of those agencies? Does Wausau's own policy bind their officers, and who audits their searches of Wausau's data?
19. Who decides which agencies are on that list? Could the police department restore nationwide sharing without a vote of the Council?
20. If another agency misuses Wausau's data, what is the city's legal exposure, and what recourse does it have against that agency or Flock?

Records and review

21. Are the images, the search logs and anything Flock derives from the cameras city records under Wis. Stat. 19.36(3)? How does deletion at 30 days fit the records-retention law?
22. Did your office review Sections 4.3, 5.3 and 11.16 before the Council approved the agreement in October 2023? Has it been asked for an opinion on them since?

Where to find the text. Section numbers refer to the Master Services Agreement and order form in the Common Council packet of Oct. 24, 2023. PDF pages: order form 156; Section 1.1 at 161; 4.3 at 166; 5.1 at 166 to 167; 5.3 at 168; 7.2 and 7.3 at 169; 9.1 at 171; 10.1 at 172; 11.16 at 176. Agency counts: Wausau Pilot & Review, Sept. 7, 2026, and the Wausau police Flock transparency portal. This sheet is a reading of the contract text, not legal advice.