

STATE OF WISCONSIN
OFFICE OF THE GOVERNOR

Special Counsel Contract # 2017-09

THIS CONTRACT is entered into on behalf of the State by Katie Ignatowski (“Governor’s designee”) pursuant to delegated authority under Wis. Stat. § 14.11(2) (see Attachments A and B), and establishes an attorney-client relationship between Crivello Carlson, S.C. (“Attorney”) and the State of Wisconsin (“State”).

AGREEMENT

The State and the Attorney agree as follows:

1. SCOPE OF SERVICES

- a. The Attorney accepts this appointment as counsel and agrees to provide legal services on behalf of the State to the Wisconsin Ethics Commission (“Commission”) in connection with a Wisconsin Department of Justice (“DOJ”) investigation into the unauthorized disclosure of sealed documents obtained in now closed John Doe proceedings (the “Investigation”). The Attorney’s services are limited to (i) the duration of the Investigation; and (ii) assisting the Commission and its staff with responding to requests for information by DOJ in connection with the Investigation. To the extent necessary, any additional services by the Attorney must be specifically listed in an amendment to this agreement.
- b. The attorney work product and attorney-client privileges shall extend to the Commission, the Commission’s staff, the Governor’s designee, the Governor’s Deputy Legal Counsel, and other state employees that the Attorney may need to consult with to carry out this representation.

2. ATTORNEY’S FEES AND EXPENSES

- a. The State agrees to pay for the Attorney’s professional legal services at a blended attorney rate of \$175 per hour.
- b. Invoices submitted by the Attorney shall be subject to audit by the State to determine the reasonableness and necessity of the charges. Services not payable by the State include any work performed prior to the effective date of this Contract, preparing invoices, performing non-legal or clerical work, negotiating amendments to this Contract, and communication related to billing or payment under this Contract.
- c. The Attorney may engage subcontractors or expert witnesses only with prior approval of the Governor’s designee. Payment shall come from the Attorney, but the Attorney may first bill the State for prepayment of such services.

- d. The State agrees to reimburse the Attorney for reasonable and necessary expenses actually incurred in connection with this Contract. Expenses invoiced to the State, however, shall not exceed the Attorney's actual costs for those expenses. In addition, mileage, travel expenses, and costs for meals shall not exceed the maximum rates authorized for and paid to State employees under Wisconsin law.
- e. The maximum amount payable to the Attorney under this Contract, including expert/subcontracting fees and expenses, shall not exceed **\$7,500**. The State, however, will agree to reasonable amendments to this Contract to modify the maximum amount payable if litigation requires additional resources.

3. ADMINISTRATION AND BILLING

- a. Invoices for professional legal services provided shall denote the attorney who performed the work, the services performed, hours expended, rate per hour, and date performed.
- b. Invoices for expenses shall denote the nature of the expense and date incurred, together with sufficient explanatory information to determine the reasonableness of the expense and compliance with this Contract.
- c. Invoices shall be submitted via email to the Governor's designee.
- d. Invoices shall include the Attorney's social security number or tax identification number, whichever may be applicable, and the special counsel contract number assigned by the Office of the Governor.

4. STATE OF WISCONSIN AS CLIENT

Pursuant to Wis. Stat. § 14.11(2)(a)2., the Attorney is acting in the place of the Attorney General. Therefore, the Attorney has a fiduciary duty to represent the State of Wisconsin. Accordingly, the Attorney may defend the Commission as the Attorney determines to be in the best interest of the State of Wisconsin.

5. TERMINATION OF CONTRACT

Both the Governor's designee on behalf of the State and the Attorney may terminate this Contract by giving written notice. Upon the termination of this Contract, the State shall be liable only for the professional legal services actually performed by the Attorney through the effective date of termination, along with reasonable and necessary expenses actually incurred by the Attorney through that date.

6. ENTIRE AGREEMENT

This Contract contains the entire agreement of the parties. This Contract may not be amended, modified, or altered except in writing signed by the Governor's designee and the Attorney.

7. CHOICE OF LAW; SAVINGS CLAUSE

This Contract shall be governed by and construed in accordance with the laws of the State of Wisconsin. If any provisions of this Contract are declared invalid, the remaining terms of the Contract remain valid.

8. EFFECTIVE DATE

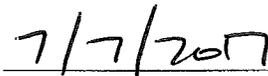
This Contract is effective as of July 6, 2017.

IN WITNESS WHEREOF, the parties have executed this Contract on the dates set forth below.

STATE OF WISCONSIN

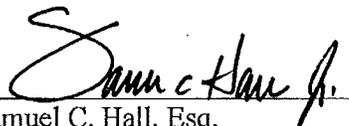


Katie Ignatowski, Governor's designee

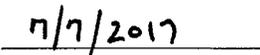


Date

ATTORNEY



Samuel C. Hall, Esq.
Crivello Carlson, S.C.



Date

ATTACHMENT A



Wisconsin Ethics Commission

212 East Washington Avenue | Third Floor | P.O. Box 7984 | Madison, WI 53707-7984
(608) 266-8123 | ethics@wi.gov | ethics.wi.gov

Sent by email only

June 27, 2017

Katie Ignatowski
Chief Legal Counsel
Office of the Governor
115 E. State Capitol
Madison, WI 53703

Subject: Request for Special Counsel – *In the Matter of a John Doe Proceeding*

Dear Ms. Ignatowski:

Pursuant to WIS. STAT. § 14.11(2), the Wisconsin Ethics Commission requests the appointment of special counsel by the Office of the Governor to assist our agency in the Department of Justice investigation of the release of John Doe documents. Because the Department of Justice is involved in the investigation, they have declined our request for representation and advised us to contact the Governor's office for assistance in obtaining counsel.

This request is submitted with the recommendation and approval of Ethics Commission Chairperson David Halbrooks and Vice Chairperson Katie McCallum. No litigation has been initiated at this point in time, but Wisconsin Department of Justice investigators have requested interviews with Ethics Commission staff regarding their involvement in collecting and preserving records related to the John Doe investigation conducted by the Government Accountability Board in coordination with five district attorneys.

Staff Counsel David Buerger is the primary contact on this matter. He can be reached at (608) 267-0951 or david.buerger@wisconsin.gov. I can be reached at (608) 267-0715. Thank you for your prompt attention to this matter.

WISCONSIN ETHICS COMMISSION

Brian M. Bell, MPA
Administrator

cc: Wisconsin Ethics Commission Members
David Buerger, Staff Counsel

Wisconsin Ethics Commissioners

Mac Davis | David R. Halbrooks | Katie McCallum | Pat Strachota | Timothy Van Akkeren | Jeralyn Wendelberger

Administrator
Brian M. Bell, MPA

ATTACHMENT B



SCOTT WALKER
OFFICE OF THE GOVERNOR
STATE OF WISCONSIN

P.O. Box 7863
MADISON, WI 53707

July 5, 2017

To: Katie Ignatowski
Chief Legal Counsel
Office of the Governor

Dear Katie,

On June 27, 2017, a request was made by the Wisconsin Ethics Commission for the appointment of special counsel to represent the Commission in connection with a Wisconsin Department of Justice investigation into the unauthorized disclosure of sealed documents obtained in now closed John Doe proceedings. Consistent with my delegation of authority to you in similar matters, I hereby delegate to you my authority under Wis. Stats. 17.06(3) and 17.16(3) to review this request for a special counsel appointment and make a determination as to how to proceed. With this delegation, I affirm that I will have no involvement or decision-making authority in this matter, and further trust you to act in accordance with the state public interest.

Sincerely,

A handwritten signature in black ink, appearing to be "Scott Walker", written over a horizontal line.

Scott Walker
Governor