

STATE OF WISCONSIN
OFFICE OF THE GOVERNOR

Special Counsel Contract # 2019-04

THIS CONTRACT is entered into on behalf of the State of Wisconsin ("State") by its Governor, Tony Evers, ("Governor"), and it establishes an attorney-client relationship between Pines Bach, LLP ("Attorney") and the Governor.

AGREEMENT

The Governor and the Attorney agree as follows:

1. SCOPE OF SERVICES

- a. The Attorney accepts this appointment as special counsel in accordance with Wis. Stat. §§ 14.11(1) and 14.11(2)(a)2 and agrees to provide professional legal services for the Governor in the matter *Service Employees International Union, Local 1, et al., v. Robin Vos, et al.*, Dane County Case No. 2019-CV-302.
- b. In the course of this representation, the Attorney shall appear for and represent the Governor in his official capacity. The attorney work product and attorney-client privileges shall extend to the Governor, the Governor's Chief Legal Counsel, and Deputy Chief Legal Counsel, and other state employees necessary to consult with to carry out this representation, as approved by the Chief Legal Counsel.

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 \$275 per hour.
- b. Invoices submitted by the Attorney shall be subject to audit by the Chief Legal Counsel 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 by the Chief Legal Counsel. 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 \$50,000. The Governor, 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 Chief Legal Counsel.
- 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. DEFENSE AND SETTLEMENT

Pursuant to Wis. Stat. §§ 14.11(1) and 14.11(2)(a)2., the Attorney is acting instead of the Attorney General. Therefore, the Attorney has a fiduciary duty to represent the State of Wisconsin. Accordingly, the Attorney may prosecute, defend, compromise, and settle the Action as the Attorney determines to be in the best interest of the State of Wisconsin, provided, however, that any settlement involving payment of taxpayer funds is subject to final approval by the Governor.

5. TERMINATION OF CONTRACT

Both the Governor 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. WORK PRODUCT OWNERSHIP

Subject to the rules of professional conduct, all pleadings, briefs, memoranda, and other material produced or obtained by the Attorney under this Contract shall remain the property of the Governor, and shall not be used for any other purpose without the prior written approval of the Chief Legal Counsel.

7. 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, or his Chief Legal Counsel, and the Attorney.

8. CHOICE OF LAW; SAVINGS CLAUSE

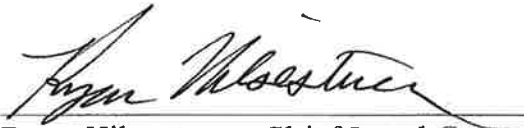
This Contract shall be governed by and construed in accordance with the laws of the State of Wisconsin. If any provisions of this Contract are declared invalid, the remaining terms of the Contract remain valid.

9. EFFECTIVE DATE

This Contract is effective as of the date it is signed by the State.

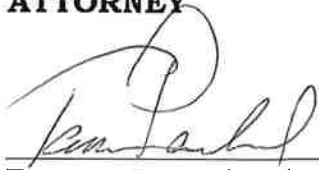
IN WITNESS WHEREOF, the parties have executed this Contract on the dates set forth below.

STATE OF WISCONSIN


Ryan Nilsestuen, Chief Legal Counsel
Office of Governor Tony Evers

2/7/2019
Date

ATTORNEY



Tamara B. Packard
Pines Bach LLP

2/7/19

Date