

RETAINER AGREEMENT

Agreement made on this first day of month, year, at city, Wisconsin between the agency (herein referred to as client) and attorney (herein referred to as attorney): It is expressly understood between parties to this contract that terms hereof are not in full force and effect until written gubernatorial approval has been executed. No disbursements will be made by the State of Wisconsin under this contract until such approval is obtained from the Governor.

Section One

PURPOSE OF EMPLOYMENT

Client hereby retains attorney to provide legal services for the following purpose(s):

Section Two

ATTORNEY'S FEES

Client shall pay to attorney for all services rendered and expenses incurred hereunder the sum of \$_____ payable at the rate of \$_____ per month for twelve months. Services include_____

_____. The hourly rate is \$_____. Further, it is expressly understood that the aforesaid sum includes all costs and travel expenses that may be incurred in connection with the provision of legal services hereunder, as approved by the agency.

Section Three

TERM OF EMPLOYMENT

This agreement shall commence date and remain in effect until date.

Section Four

ACCEPTANCE OF EMPLOYMENT

Attorney will, for a period as specified in Section Three above, devote his/her services to the interests of client and he/she will not, for said period, accept employment of any character which is hostile or adverse to the interest of the client. Attorney's engagement for services hereunder shall extend to any partnership of which he/she shall be a member during the life of the contract. Attorney, during the term of employment, may not represent officers, employees or agents of the agency at any stage in any proceeding in federal, state, county or local court where such proceeding is antagonistic to the agency or any person in his official or individual capacity with the agency, or otherwise presents a professional conflict of interest.

The attorney shall save, keep harmless, indemnify and defend the State of Wisconsin, agency, and all its officers, employees and agents, against any and all liability claims, costs of whatever kind and nature, for injury to or death of any person or persons, and for loss or damage to any property (state or other) occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operation or performance of work in connection with this contract and the acts or omissions of attorney employees, agents or representatives.

The attorney shall furnish, prior to the commencement of this agreement, a Certificate of Insurance to client (contact person, Risk Manager at the agency) which indicates the following minimum insurance coverage requirements:

Malpractice Insurance

\$_____ per person

\$_____ each occurrence

Section Five

SUBSTITUTION OR DISCHARGE OF ATTORNEY

Attorney shall be entitled to a prorate fee as established in Section Two above for services actually rendered, should the client discharge or obtain the substitution of other counsel.

Section Six

WARRANTY

Client further represents that the officer executing this agreement has the authority to do so and that such agreement was approved by the **agency**.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

agency by:

name, Agency Head

name, Attorney

Approved Pursuant to Section 20.930,
Wisconsin Statutes

Governor or Governor's Designee