

COORDINATING ATTORNEY INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (Agreement) is entered into this 25th day of June 2021 by and between The Wisconsin Assembly (Assembly) and Consultare LLC, by and through its President, Michael J. Gableman, an independent contractor (Contractor), in consideration of the mutual promises made herein, as follows:

Term of Agreement

This Agreement will become effective on July 1, 2021, and will continue in effect until October 31, 2021, unless altered or extended by mutual agreement of Assembly and the Contractor.

Services to be Rendered by Contractor

Contractor agrees to:

- Coordinate the day to day investigatory work relating to potential irregularities and/or illegalities connected to the 2020 November election in Wisconsin.
- Analyze and delegate to the investigators leads/allegations from whatever source derived, including- but not limited to- those that have been submitted to the Assembly Committee on Campaigns and Elections, raised in the media, provided to members of the Legislature before or during the investigation, or generated through the course of this investigation;
- Receive investigative reports from investigators and keep a weekly report of investigative findings.
- Routinely consult with investigators to help direct them in the nature and manner of their investigatory work.
- Compile all investigator reports and weekly attorney reports into a final report related to the election investigation, to be submitted to the Speaker of the Assembly, and;
- Keep all information/findings related to the services rendered under this agreement confidential, except when working with Integrity Investigators and such designee(s) of the Assembly whom the Speaker shall from time to time identify in writing to the Consultant for such purposes. At present, the Speaker hereby designates Attorney Steve Fawcett as the Assembly's point of contact with the Contractor. The identity of the Assembly point of contact with whom the Contractor may share such information may be modified from time to time in writing by the Speaker. The requirement for confidentiality set forth in this paragraph extends to any and all employees or agents of the Contractor.

Method of Performing Services

Contractor will determine the method, details, and means of performing the above-described services.

Compensation

In consideration for the services to be performed by Contractor, the Assembly agrees to pay Contractor the sum of Eleven Thousand dollars (\$11,000), on a monthly basis, the first such payment due on July 15, 2021, and payment continuing on and through the 15th day of each subsequent month subject to this Agreement (August, September, and October 2021) until the "Term of Agreement" recited herein has ended.

Equipment, Supplies and Related Expenses

Contractor will supply all equipment and supplies required to perform the services under this Agreement. Contractor will also be responsible for all related expenses, including but not limited to mileage or hotel stays, required to perform the services under this Agreement.

Workers Compensation

Contractor agrees to hold harmless and indemnify the Assembly for any and all claims arising out of any injury, disability, or death of the Contractor and Contractor's employees or agents. The Contractor also agrees to provide workers' compensation insurance for Contractor's employees and agents where necessary.

Insurance

Contractor agrees to hold the Assembly free and harmless from any and all claims arising from any negligent act or omission by the Contractor or Contractor's employees or agents during the performance of any duties under this Agreement. The Contractor should consider maintaining a policy of insurance to cover any negligent acts committed by the Contractor or Contractor's employees or agents during the performance of any duties under this Agreement.

Obligations of the Assembly

The Assembly agrees to meet the terms of all reasonable requests of Contractor necessary to the performance of Contractor's duties under this Agreement.

Assignment

Neither this Agreement nor any duties or obligations under this Agreement may be assigned by the Assembly or Contractor without the prior written consent of the Assembly and Contractor.

Termination of Agreement

Neither party may terminate this Agreement at any time prior to the "Term of Agreement" recited herein absent good cause, except at the sixty (60) day mark either party may terminate the last two months of the contract, by written notice, should either party desire to terminate the contract. If no such termination occurs by the sixty (60) day mark, the contract shall be fulfilled in full by both parties unless terminated for good cause.

Notices

Any notices to be given hereunder by either party to the other may be made either by personal delivery or by mail. Mailed notices shall be addressed to the parties at the following addresses:

Contractor:

Consultare LLC
c/o Michael J. Gableman, President
P.O. Box 510145
New Berlin, WI 53151

Assembly:

Speaker Robin Vos
c/o Steve Fawcett
PO BOX 8953
Madison WI 53708

Dispute Resolution

In the event the parties disagree to the terms or execution of the contract, the parties agree to notify the other party as soon as possible to said conflict and work in good faith to find a resolution. In the event that no resolution can be found, the parties agree that any conflict arising out of this contractual agreement is within the sole jurisdiction of the Circuit or Court for Waukesha County, which is the jurisdiction for the home County of residence of the Contractor.

Entire Agreement

This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the performance of services by Contractor and the Assembly, and contains all the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing and signed by the other party.

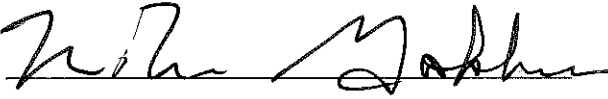
Partial Invalidity

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.

Assembly, by:  Date: 6-24-2021

Contractor, by:  Date: June 26, 2021