

**COUNTY OF MILWAUKEE**

District Attorney's Office  
Inter-Office Communication

Date: August 27, 2013

To: Marina Dimitrijevic, Chair, County Board of Supervisors

From: District Attorney's Office

Subject: Waiver of County General Ordinance 56.30 to Authorize Payment of \$2,600 to Behavioral Consultants for Professional Services Performed without a Formal Contract

We are requesting the County Board to waive the provisions of County General Ordinance (CGO) 56.30 to authorize payment of \$2,600 to Behavioral Consultants, Inc., for professional services performed without a formal contract in *State v. John Spooner*, Milwaukee County Circuit Court case number 12CF002730.

A formal contract is not required for professional services resulting in an expenditure of \$2,000 or less. Rather, a departmental purchase order in the Advantage accounting system is used for the purchase of professional services of \$2,000 or less. CGO 56.30(4)(b)(1). A formal contract is required for professional services greater than \$2,000, and the contract must be reviewed and approved by the corporation counsel, risk manager, and the Community Business Development Partners (CBDP) department before the professional services are performed. CGO 56.30(4)(b)(2) & (6).

John Spooner was convicted in July 2013 of first-degree intentional homicide in case number 12CF002730 for the shooting death of 13-year-old Darius Simmons. The district attorney's office retained Dr. Debra Collins of Behavioral Consultants, Inc., in January 2013 to conduct a forensic evaluation of Spooner after he entered a plea of not guilty by reason of insanity in the case. Dr. Collins, a board certified forensic psychologist and highly regarded expert witness, is the president of Behavioral Consultants, Inc. Dr. Collins also serves as the director of the Wisconsin Forensic Unit, a private court clinic in contract with the Wisconsin Department of Health Services, which provides court ordered competency-to-stand trial evaluations of adult defendants throughout the state.

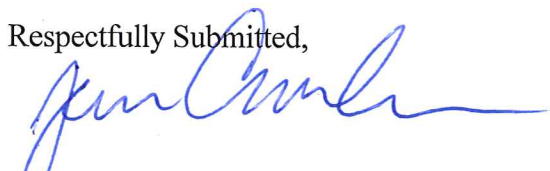
A formal contract was not executed for Dr. Collins' professional services because the parties agreed that the cost of her services to conduct a forensic evaluation of Spooner, prepare a report of her findings, and to testify at trial would be \$2,000 or less. Therefore, a formal contract was not required because a departmental purchase order is used for the purchase of professional services of \$2,000 or less.

However, the defense raised an issue as to Spooner's competency to stand trial as Dr. Collins was about to testify, which put her testimony on hold while the court determined Spooner's competency. Dr. Collins was not able to testify at trial until the next day after the court determined that the defendant was competent to proceed with the trial, which forced Dr. Collins to cancel appointments

on two days. Dr. Collins submitted an invoice of \$2,600 for her professional services because of the extra day she had to spend on the case waiting to testify while Spooner's competency to proceed was determined by the court. Dr. Collins' charges of \$2,600 are reasonable and necessary given the unforeseen circumstance of the defense raising Spooner's competency to proceed during the trial as Dr. Collins was about to testify.

For these reasons, we are respectfully asking the County Board to waive the provisions of County General Ordinance (CGO) 56.30 to authorize payment of \$2,600 to Behavioral Consultants, Inc., for professional services performed without a formal contract in the *Spooner* case.

Respectfully Submitted,



John T. Chisholm  
District Attorney