STATE OF MONTANA
DEPARTMENT OF JUSTICE
AGENCY LEGAL SERVICES BUREAU

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COMMISSIONER OF POLITICAL PRACTICES

Tim Fox
Attorney General

1712 Ninth Avenue
P.O. Box 201440
Helena, MT 59620-1440

June 7, 2013

Mr. Jonathan Motl
Commissioner of Political Practices
1205 Eighth Avenue
P.O. Box 202401
Helena, MT 59620-2401

Dear Mr. Motl:

Agency Legal Services Bureau (ALSB) has been providing legal services to your agency under a contract that expires June 30, 2013. ALSB consists of a pool of experienced State attorneys and paralegals who provide litigation services, administrative hearing examiner services, legal advice and research, and investigation services to other state agencies. We are able to provide high quality services at a cost substantially below that charged in the private sector. ALSB currently has eight attorneys and three paralegals available to provide services to your agency.

As a proprietary agency, ALSB bills its agency clients monthly for time spent working on each legal matter referred to it. Pursuant to legislative authorization, ALSB rates will be $95.50 per hour for attorneys and $55.50 per hour for paralegals and investigators during the upcoming fiscal year.

Enclosed are two originals of a new contract for Fiscal Year 2014. **Please sign both originals, keep one for your records, and return the remaining signed original to me.** I am available to discuss the contract provisions or details concerning ALSB services at your convenience. I am very interested in your opinions regarding the quality of the legal and investigative services we provide, and discussing your ideas on how ALSB can improve services provided to your agency. Please feel free to call me at 444-5896.

Sincerely,

James M. Scheier

JAMES M. SCHEIER
Bureau Chief

jms/clr
Enc. (2)

TELEPHONE: (406) 444-2026 FAX: (406) 444-4303

Agency Legal Services Bureau

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Professional Legal Services at Reasonable Rates

Litigation Services

Our team of experienced attorneys can provide assistance for agency litigation needs, either in a lead counsel capacity or as co-counsel. We have extensive experience defending tort claims, section 1983 civil rights claims, contract claims, and many other claims. We defend claims in state and federal court and in administrative forums.

Litigation Support Services

We have experienced paralegals who can provide litigation support assistance to agency attorneys who are preparing a case for trial or hearing. Available services include assistance with discovery, document review and organization, preparation of exhibits, location of potential witnesses and interviews of those witnesses, assistance with identification of potential experts, and trial support.

Investigation Services

Our paralegals are also experienced investigators who can provide agencies with objective and confidential "outside" investigation services in personnel and employment matters, or any other matters as required by an agency.

Agency Counsel Services

For agencies that do not have a legal staff, our attorneys can provide services including legal consultation, assistance, and advice on a wide variety of legal matters.

Hearing Examiner Services

Our attorneys have many years of experience as hearing examiners in a variety of administrative proceedings, including employee grievances, highway fuel tax cases, public employee retirement issues, state procurement disputes, or any other matter that requires appointment of a hearing examiner.

Please contact us for all your legal needs:

Jim Scheier, Bureau Chief 406-444-5896, jscheier@mt.gov

INTERAGENCY AGREEMENT

This agreement is entered into between the Office of the Commissioner of Political Practices, hereinafter the "Agency," and the Agency Legal Services Bureau, Legal Services Division of the Montana Department of Justice, hereinafter "Counsel." This agreement is effective on the date executed by the Agency.

A. The purpose of this agreement is to ensure that the Agency has legal advice and representation in various forums as required by the Agency.

B. The duties of Counsel are to provide, as appropriate, legal advice, representation and/or hearing examiners on those matters assigned to it by the Agency.

C. In consideration of the services performed by Counsel under this agreement, the Agency shall pay Counsel at the rate of Ninety-five Dollars, fifty cents ($95.50) per hour for attorney time and Fifty-five Dollars, fifty cents ($55.50) per hour for paralegal and investigator time. Fees for fractions of hours worked shall be paid on a proportionate basis to the nearest one-tenth hour. Payments by the Agency shall be made monthly upon receipt of an itemized statement prepared by Counsel describing the services performed in the preceding month. The statement shall account for attorney and paralegal/investigator time in hour and one-tenth-hour increments.

D. Counsel shall be reimbursed by the Agency for actual expenses reasonably incurred, including but not limited to the cost of telephone calls, document copying, and travel expenses allowed by state law. Expenses shall be itemized in the statement described in paragraph C.

E. This agreement shall terminate on June 30, 2014, or upon the termination in writing served upon either party by the other.

F. The Agency shall own all work papers and end products produced under this agreement and Counsel shall have no authority to release information concerning work done pursuant to this agreement without the prior consent of the Agency.

G. Counsel shall maintain reasonable records of its performance and expenses under this agreement and shall allow access to these records by the Agency and other agencies of the State as required by law.

H. In the event of litigation concerning this agreement, venue shall be the First Judicial District, Lewis and Clark County, Montana, and the agreement shall be interpreted according to the laws of Montana.

I. This document contains the entire agreement between the parties and any statements, promises, or inducements made by either party, or agents of either party, which are not contained in this

agreement shall not be valid or binding. The agreement shall not be enlarged, modified, or altered except upon written agreement signed by both parties to the agreement.

AGENCY LEGAL SERVICES BUREAU
Legal Services Division
Department of Justice
1712 Ninth Avenue
P.O. Box 201440
Helena, MT 59620-1440

By: James M. Scheier 6/5/13
JAMES M. SCHEIER DATE
Bureau Chief

COMMISSIONER OF POLITICAL PRACTICES
1205 Eighth Avenue
P.O. Box 202401
Helena, MT 59620-2401

By: 6-10-13
JONATHAN MOTL DATE

OPTIONAL - APPROVED FOR LEGAL CONTENT:

By: _____ _____
ATTORNEY DATE