OFFICE OF THE GOVERNOR
BUDGET AND PROGRAM PLANNING
STATE OF MONTANA

STEVE BULLOCK
GOVERNOR

CAPITOL BUILDING - P.O. BOX 200802
HELENA, MONTANA 59620-0802

MEMORANDUM

TO: Jon Motl, Commissioner
Political Practices

FROM: Dan Villa, Chairman
Legal Services Review Committee

RE: OUTSIDE LEGAL COUNSEL REQUEST
CONTRACT LOG REFERENCE NUMBER: 2-14 / John Alke

DATE: August 29, 2013

The Legal Services Review Committee reviews contracts and amendments for form and content. Workload at Agency Legal Services is examined to determine whether the contract for outside legal services is appropriate.

This request meets our criteria and the Department may proceed with the contractor they have selected.

C: Mary Baker

TELEPHONE: (406) 444-3616 FAX: (406) 444-4670

CONTRACT AGREEMENT

THIS AGREEMENT made and entered into this 29th day of July, between the Commissioner of Political Practices, hereinafter called "Commissioner", and John Alke, hereinafter called the "Contractor".

Contractor and the Commissioner, in consideration of the mutual covenants and stipulations set forth herein, agree as follows:

SECTION 1. SCOPE OF WORK. The Contractor agrees to provide consultation and representation for and on behalf of the Commissioner and act as legal counsel in the matter of the Lefer v. (Murry)Commissioner of Political Practices litigation.

SECTION 2. PAYMENT. Contractor shall be paid the sum of $200 per hour not to exceed a total payment of one-thousand, two hundred dollars ($1200) in consideration of providing the services described in Section 1. In addition to the above compensation, payment for expenses relative to travel, meals and lodging shall be reimbursed at the rate paid state employees pursuant to Mont. Code Ann. title 2, chapter 18, part 5. Payment shall be made on a monthly basis upon submission by Contractor of a claim for services rendered and expenses incurred which shall list the total number of hours worked by the Contractor and the expenses incurred during the preceding calendar month. Claim for expenses incurred shall be supported by proper documentation, such as copies of receipts attached to the claim. Contractor agrees to abide by any billing guidelines provided in writing by the Commissioner during the term of this contract, provided that such guidelines will not impose any obligations on Contractor with respect to conduct occurring prior to Contractor's receipt of the guidelines in writing. Such billing guidelines, when received by the Contractor in writing, become part of this agreement unless, within ten days of their receipt in writing by the Contractor, the Contractor exercises its right to terminate the agreement under Section 16 or the parties otherwise agree in writing pursuant to Section 11.

SECTION 3. TERM. Performance shall commence upon execution of this Agreement and will expire June 30, 2014. Contract can be extended by written agreement of

the parties or earlier terminated as provided in Section 16.

SECTION 4. RECORDS. The contractor shall record all information and data obtained in the performance of the Agreement and shall make such information available to the Commissioner upon request. Upon completion of this Agreement, all information and data shall become the property of the Commissioner, but an office copy may be maintained by the Contractor.

SECTION 5. PUBLIC INFORMATION. The Contractor agrees that any legal advice, recommendations or conclusions pertaining to the subject matter of this Agreement shall be confidential. It is further agreed that any and all public releases of information pertaining to this Agreement be submitted to, approved, and released by the Commissioner; provided, that the Commissioner may authorize the Contractor in writing to release such information.

SECTION 6. COMMISSIONER ASSISTANCE. It is agreed the Commissioner shall cooperate with the Contractor and provide such access to agency records as is consistent with law and necessary for Contractor to provide the representation set forth in this Agreement.

SECTION 7. AUDIT. The Contractor shall maintain reasonable records of its performance under this Agreement. The Contractor agrees that the Legislative Auditor and the Legislative Fiscal Analyst may audit all records, reports, and other documents which the Contractor maintains under or in the course of this Agreement to insure compliance with this Agreement. Such records, reports, and other documents may be audited at any reasonable time.

SECTION 8. PERSONNEL. It is mutually agreed that the Contractor is an independent contractor and will furnish to the Commissioner certification from the appropriate state regulatory agency establishing either that the Contractor has elected workers' compensation coverage for himself or has an approved exemption from coverage, as required by applicable state law. Any fees associated with complying with exemption from coverage will be paid by the Commissioner's office.

SECTION 9. INDEMNITY AND LIABILITY. The Contractor shall indemnify and hold harmless the Commissioner from and against any and all claims, demands, or actions

from damages to property or injury to persons or other damage to persons or entities arising out of, or resulting from the Contractor's performance of this Agreement, including but not limited to damages, costs, and attorney fees, provided such damage to property or injury to persons is caused in whole or in part by the negligent act, error, or omission of the Contractor or any of its employees, agents, consultants, or subcontractors.

SECTION 10. ASSIGNMENTS AND CONSULTANTS. The parties mutually agree that there will be no assignment, transfer or subcontracting of the contract or any interest therein, unless agreed to by both parties in writing as provided in Section 12, Modifications. Contractor agrees that any consultants, investigators, or experts required for the representation provided herein may be hired only with the prior written approval of the Commissioner.

SECTION 11. MODIFICATIONS. Except as provided in Section 2, no letter or other communication passing between the parties to this Agreement, concerning any matter during this contract period shall be deemed a part of this Agreement unless it is distinctly stated in such letter or communication that it is to constitute part of this Agreement, and such letter or communication is attached as an Appendix to this Agreement and is signed by the authorized representatives of each of the parties to this Agreement.

SECTION 12. SUCCESSORS AND ASSIGNS. This Agreement shall be binding on all successors and assigns of the Contractor, including successors in interest.

SECTION 13. LIMITS OF AGREEMENT. This instrument contains the entire Agreement between the parties, and except as provided in Section 2 no statements, promises of inducements made by either party, or agents of either party, which are not contained in the written Agreement shall be valid or binding. This Agreement may not be enlarged, modified or altered except as provided in Section 12, Modifications.

SECTION 14. DISCRIMINATION. Any hiring of employees under this contract by the Contractor shall be on the basis of merit and qualifications, and there shall be no discrimination in such hiring on the basis or race, color, religious creed, political ideas, sex, age, marital status, physical or mental handicap, national origin, or ancestry. As used herein, "qualifications" mean qualifications as are generally related to competent performance of the particular occupational task.

SECTION 15. LIAISON. The Commissioner has designated Mary Baker, Political Practices Program Supervisor, in addition to myself as liaison to whom Contractor is to direct communications concerning the Agreement.

SECTION 16. TERMINATIONS This Agreement shall continue in force and govern all transactions between the parties for the term stated in Section 3, or until canceled or terminated by either party. It is further agreed that either party may cancel this Agreement without cause upon 10 days written notice to the other party, by certified mail. In the event of termination, the Contractor shall be paid for the work performed or services rendered through the date of termination and the original copies of all pleadings, exhibits, notices, attorney's memoranda, forms, photographs, and expert's reports prepared by the Contractor prior to termination shall become the property of the Commissioner and shall be delivered to the Commissioner within a reasonable time.

SECTION 17. DISPUTES. This Agreement shall be governed by the laws of the State of Montana. In the event of litigation concerning the terms of this Contract, venue shall be in the Montana First Judicial District Court, County of Lewis and Clark.

DATED this day of July, 2013.

John Aike

JOHN AIKE, CONTRACTOR

JONATHAN R MOTL
COMMISSIONER OF POLITICAL PRACTICES