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: Jonathan Motl, Commissioner
Political Practices

FROM: Dan Villa, Chairman
Legal Services Review Committee

RE: OUTSIDE LEGAL COUNSEL REQUEST
CONTRACT LOG REFERENCE NUMBER: 17-13a / Betsy Griffing

DATE: July 15, 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.

Please resubmit the above-referenced, **signed** contract to the Office of Budget and Program Planning at your earliest convenience.

C: Mary Baker

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

MODIFICATION OF CONTRACT

The Commissioner of Political Practices ("Commissioner") and Elizabeth L. Griffing ("Contractor") agree to modify their contract, entered into on April 22, 2013. The purpose for this modification is to increase the term of the contract.

The Commissioner and the Contractor mutually agree to modify SECTION 3 TERM of their original contract by replacing them with the following:

"Performance shall commence upon execution of this agreement and shall terminate upon completion of all contracted services or as provided in Section 16 or September 1, 2013, whichever is earlier."

IN WITNESS WHEREOF, the Commissioner and Contractor have executed this Modification on the dates set out below.

Elizabeth L. Griffing
Contractor

Jonathan R. Motl
Commissioner

6-12-2013
Date

6-11-13
Date

OFFICE OF THE GOVERNOR
BUDGET AND PROGRAM PLANNING
STATE OF MONTANA

RECEIVED
2013 MAY - 1 P 1:57
COMMISSIONER OF
POLITICAL PRACTICES

STEVE BULLOCK
GOVERNOR

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

MEMORANDUM

TO: Jim Murry, Commissioner
Political Practices

FROM: Dan Villa, Chairman
Legal Services Review Committee

RE: OUTSIDE LEGAL COUNSEL REQUEST
CONTRACT LOG REFERENCE NUMBER: 17-13 / Elizabeth Griffing

DATE: April 30, 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 FOR LEGAL SERVICES

THIS AGREEMENT made and entered into this 22nd day of April, 2013, between the office of the COMMISSIONER OF POLITICAL PRACTICES FOR THE STATE OF MONTANA, 1205 Eighth Avenue, Helena, Montana, hereinafter called "Agency", and Elizabeth L. Griffing, Axilon Law Group, LLC., 257 W. Front, Ste B, Missoula, MT 59802, , hereinafter called the "Contractor".

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

SECTION 1. SCOPE OF WORK. It is agreed and understood by and between Contractor and the Agency, and Contractor covenants and agrees to furnish and provide to the Agency, investigative services for and on behalf of said Agency, on the following matter:

- Buell v. Footloose Montana
- Buell v. Montanans for Trap Fee Public Lands
- Baker v. Kids Education Yes

SECTION 2. PAYMENT. Contractor shall be paid the sum of One-Hundred Dollars ($100) per hour not to exceed a total payment of six thousand five hundred dollars ($6500) 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 Title 2, Chapter 18, part 5 MCA. 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 to it in writing by the Agency 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 18 or the parties otherwise agree in writing pursuant to Section 12.

SECTION 3. TERM. Performance shall commence upon execution of this Agreement and shall terminate June 30, 2013 after execution unless the contract is extended by written agreement of the parties or earlier terminated as provided in Section 18.

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 Agency upon request. Upon completion of this Agreement, all information and data shall become the property of the Agency, but an office copy may be maintained by the Contractor.

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

SECTION 6. AGENCY ASSISTANCE. It is agreed the Agency 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 as set forth in Section 4. The Agency will provide no other assistance, personnel or equipment to contractor other than that specifically identified in this section: Clerical assistance as may be necessary to accomplish the services defined in Section 1.

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 Agency certification from the appropriate state regulatory agency establishing either that the Contractor has elected workers' compensation coverage for herself or has an approved exemption from coverage, as required by applicable state law.

SECTION 9. INDEMNITY AND LIABILITY. Contractor shall indemnify and hold harmless the Agency from and against any and all claims, demands, or actions from damages to property or injury to third parties or other damage to parties or entities arising out of, or resulting from Contractor's performance of this Agreement, including but not limited to damages, costs and attorney fees, provided such damage to property or injury to third parties is caused in whole or in part by an act, error, or omission of Contractor or any of his/her employees, agents, consultants, or subcontractors that fails to meet the standard of a reasonable attorney. Contractor shall maintain in force for all times and work done, pursuant to this Agreement, a professional liability insurance policy, occurrence coverage, with minimum coverage of $250,000 per occurrence and $250,000 aggregate per year. Contractor shall provide proof of insurance on request.

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 13, 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 Agency.

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 13, 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 Agency has designated Mary Baker, Program Supervisor, as its liaison officer to whom Contractor is to direct its 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 Agency and shall be delivered to the Agency 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 22nd day of April, 2013.

Elizabeth L. Griffing, CONTRACTOR

James W. Murry
COMMISSIONER OF POLITICAL PRACTICES

MODIFICATION OF CONTRACT

The Commissioner of Political Practices ("Commissioner") and Elizabeth L. Griffing ("Contractor") agree to modify their contract, entered into on May 15th, 2012. The purpose for this modification is to increase the dollar amount of the contract.

The Commissioner and the Contractor mutually agree to modify SECTION 2 of their original contract by replacing them with the following:

SECTION 2. PAYMENT. Contractor shall be paid the sum of One-Hundred and Fifty Dollars ($150) per hour not to exceed a total payment of ten -thousand dollars ($10,000) 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 Title 2, Chapter 18, part 5 MCA. 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 to it in writing by the Agency 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 18 or the parties otherwise agree in writing pursuant to Section 12.

IN WITNESS WHEREOF, the Commissioner and Contractor have executed this Modification on the dates set out below.

Elizabeth L. Griffing	Jonathan R. Motl
Legal Counsel	Commissioner
5/28/2013	6-10-13
Date	Date

MODIFICATION OF CONTRACT

The Commissioner of Political Practices ("Commissioner") and Elizabeth L. Griffing ("Contractor") agree to modify their contract, entered into on May 14, 2012. The purpose for this modification is to increase the term of the contract.

The Commissioner and the Contractor mutually agree to modify SECTION 3 TERM of their original contract by replacing them with the following:

"Performance shall commence upon execution of this Agreement and shall terminate upon completion of all contracted services or as provided in Section 16 or June 30, 2013, whichever is earlier."

IN WITNESS WHEREOF, the Commissioner and Contractor have executed this Modification on the dates set out below.

Elizabeth L. Griffing
Hearing Examiner

12/17/2012
Date

James W. Murry
Commissioner

12/20/12
Date

OFFICE OF THE GOVERNOR
BUDGET AND PROGRAM PLANNING
STATE OF MONTANA

RECEIVED
COMMISSIONER OF
POLITICAL PRACTICES

2012 MAY 18 A 8: 59

BRIAN SCHWEITZER
GOVERNOR

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

MEMORANDUM

TO: James Murry, Commissioner
Political Practices

FROM: Dan Villa, Chairman
Legal Services Review Committee

RE: OUTSIDE LEGAL COUNSEL REQUEST
CONTRACT LOG REFERENCE NUMBER: 29-12 / Elizabeth L. Griffing
Hearing Examiner

DATE: May 17, 2012

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 15th day of May, 2012, between the Commissioner of Political Practices, hereinafter called "Commissioner", and Elizabeth L. Griffing, 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 Hearings Examiner on two ethics complaints:

- Fox v. Molnar, (3/17/10)
- Fox v. Molnar, (9/17/10)

As Hearings Examiner, contractor is responsible for scheduling and conducting preliminary procedures with the parties and issuing proposed Findings of Fact and Conclusions of Law.

SECTION 2. PAYMENT. Contractor shall be paid the sum of $150 per hour not to exceed a total payment of eight thousand dollars ($8,000) 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 December 31, 2012. 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 herself 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 14th day of May, 2012.

ELIZABETH L. GRIFFING, CONTRACTOR

JAMES W. MURRY
COMMISSIONER OF POLITICAL PRACTICES