STANDARD CONTRACT

AGREEMENT

THIS AGREEMENT is made and entered into this 15th day of June, 2006, between the **Montana Department of Corrections**, 1539 11th Avenue, Helena MT 59620, hereinafter called **"Agency"**, and **Carey Matovich, of the law firm Matovich and Keller, P.C.**, 2812 First Avenue North, Suite 225, Billings MT 59103-1098, 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. Contractor agrees to act as counsel for Agency in the action filed in the Human Rights Bureau by Lee Newspapers to gain access to the Human Rights Bureau file in the case of Rhonda Schaffer v. Joe Williams, Case number 006101698, and in any other action filed by the press to gain access to Agency documents in the sexual harassment case.

SECTION 2. PAYMENT. Contractor shall be paid the sum of $200.00 per hour - not to exceed a total payment of $50,000.00 in consideration of providing the services described in Section 1. When appropriate, Contractor will use services of an associate attorney (Benjamin Rechtfertig) at an hourly rate of $130.00 per hour, and a legal assistant (Sue Vinton) at an hourly rate of $90.00 per hour, in order to reduce the total overall fee.

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 Contractor and the expenses incurred during the preceding calendar month. Claims 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 Contractor in writing, become part of this agreement unless, within ten days of their receipt in writing by Contractor, Contractor exercises its right to terminate the agreement under Section 17 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 one year after execution, unless the contract is extended by written agreement of the parties or earlier terminated as provided in Section 17.

SECTION 4. ACCESS. Agency agrees to provide Contractor reasonable access, during normal business hours, to all personnel

files, and other information not privileged or confidential, necessary for Contractor to perform his obligations under this Agreement or, the Agency shall allow personnel from the Contractor reasonable access, during normal business hours, to Agency's records, personnel files, properties for research and any other information not privileged or confidential necessary for the Contractor to accomplish the purposes set forth in Section 1.

SECTION 5. RECORDS. Contractor shall record all information and data obtained in the performance of the Agreement and shall make such information available to 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 6. PUBLIC INFORMATION. Contractor and 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 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 Contractor in writing to release such information.

SECTION 7. AGENCY ASSISTANCE. It is agreed the Agency shall cooperate with 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.

SECTION 8. AUDIT. Contractor shall maintain reasonable records of its performance under this Agreement. Contractor agrees that the Legislative Auditor and the Legislative Fiscal Analyst may audit all records, reports, and other documents which 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 9. PERSONNEL. It is mutually agreed that Contractor is an independent contractor and will furnish to the Agency certification from the appropriate state regulatory agency establishing either that Contractor has elected workers' compensation coverage for himself or has an approved exemption from coverage, as required by applicable state law.

SECTION 10. 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 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 11. 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. 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 12. 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 13. SUCCESSORS AND ASSIGNS. This Agreement shall be binding on all successors and assigns of the Contractor, including successors in interest.

SECTION 14. 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, that 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 15. DISCRIMINATION. Any hiring of employees under this contract by 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 16. LIAISON. The Agency has designated Diana Koch, Department of Corrections Chief Legal Counsel, as its liaison officer to whom Contractor is to direct its communications concerning the Agreement.

SECTION 17. 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 18. 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 19th day of June, 2006.

Carey E. Matovich
CAREY E. MATOVICH, CONTRACTOR

Diana L. Koch
DIANA L. KOCH, AGENCY

CONTRACT AMENDMENT
LEGAL SERVICES

THIS CONTRACT AMENDMENT (**Amendment #1**) is made and entered into by and between the Montana Department of Corrections (DEPARTMENT) 1539 11th Ave., Helena, Montana 59620-1301 and **Carey Matovich, of the law firm Matovich and Keller, P.C.** (CONTRACTOR) 2812 First Avenue North, Suite 225, Billings, Montana 59103-1098 and is effective upon receipt of all signatures.

WHEREAS, the parties have entered a Contract with an original effective date of June 19, 2006 and Section 12 provides that the parties may modify their agreement in writing; and

WHEREAS, the Contract expires on June 18, 2007 and Section 3 provides that the parties may extend the expiration date of the Contract.

NOW THEREFORE, the parties agree to amend the Contract as follows **(new language underlined, old language interlined)**:

> SECTION 3. TERM. Performance shall commence upon execution of this Agreement and shall terminate ~~one year after execution~~ upon completion of the scope of work, unless the contract is extended by written agreement of the parties or earlier terminated as provided in Section 17.

This constitutes the Amendment to the Contract. All other provisions contained in the original Contract, as amended, shall remain unchanged.

DEPARTMENT

Diana L. Koch

Diana L. Koch, Chief Legal Counsel
Department of Corrections

5/11/07
Date

CONTRACTOR

Carey E. Matovich

Carey E. Matovich
Matovich and Keller, P.C.

5-15-07
Date