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AGENCY LEGAL
SERVICES BUREAU

INTERAGENCY AGREEMENT

This agreement is entered into between the Department of Corrections, hereinafter the "Department," 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 Department.

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

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 Department.

C. In consideration of the services performed by Counsel under this agreement, the Department shall pay Counsel at the rate of Seventy-four Dollars ($74.00) per hour for attorney time and Forty-six Dollars ($46.00) per hour for intern, paralegal, or investigator time. Fees for fractions of hours worked shall be paid on a proportionate basis to the nearest one-tenth hour. Payments by the Department 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 Department 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, 2007, or upon the termination in writing served upon either party by the other.

F. The Department 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.

G. Counsel shall maintain reasonable records of its performance and expenses under this agreement and shall allow access to these records by the Department 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
JAMES M. SCHEIER
Bureau Chief

DATE July 5, 2006

DEPARTMENT OF CORRECTIONS
1539 11th Ave Room 210
P.O. Box 201301
Helena, MT 59620-1301

By: Mike Ferriter
MIKE FERRITER

DATE 7/7/06

APPROVED FOR LEGAL CONTENT:

By: Diana L. Koch
ATTORNEY

DATE 7/6/06