



STATE OF IDAHO
OFFICE OF THE ATTORNEY GENERAL
LAWRENCE G. WASDEN

April 9, 2020

Marcia Murdoch
Fremont County Prosecutor
22 W 1st North
St. Anthony, ID 83445

Re: Agreement on Prosecutorial/Investigative Assistance Request.
Date of Request: April 7, 2020
Date of Acceptance: April 9, 2020
Nature of Assistance Requested: Prosecutorial Review
Name of Defendant/Matter: Chad Daybell, Lori Daybell/Conspiracy, Attempted Murder, Murder
Contact: Marcia Murdoch, Fremont County Prosecutor
Agency: Fremont County Prosecutor's Office

Dear Marcia:

Pursuant to the terms of Paragraph A(2)(b) of the Memorandum of Understanding Regarding Prosecutorial Assistance dated November 5, 2015, between the Attorney General (AG) and the Idaho Prosecuting Attorney's Association, this letter of agreement is intended to memorialize our joint understandings regarding the request for assistance that the AG received from your office (County) on the above case/matter.

The nature and scope of the assistance requested by the County and which the AG has agreed to provide are as follows:

Nature of the Request:

- Providing prosecutorial assistance due to a conflict of interest.
- Providing prosecutorial assistance due to other reasons without local prosecutor involvement.
- Providing prosecutorial assistance with local prosecutor involvement.
- Providing only investigative assistance.
- Providing investigative assistance and, if determined by the investigation to be warranted, prosecutorial assistance without the involvement of the local prosecutor.

Scope of the Assistance to be Provided:

Review and investigate incident reports, make the decision to file charges or decline prosecution, and handle the matter through final resolution in the trial court.

The terms and conditions of the assistance to be provided are as follows:

 Conflict of Interest:

The AG will assume full responsibility and authority for the case. All decisions regarding the case shall be the responsibility of the AG. The County Prosecutor will file an appropriate motion under the provisions of Idaho Code § 31-2603(a).

 X **Prosecutorial/Investigative Assistance without Local Prosecutor Involvement:**

The AG will assume full responsibility and authority for the case. All decisions regarding the case shall be the responsibility of the AG. The County Prosecutor will file an appropriate motion under the provisions of Idaho Code § 31-2603 to allow the AG or his designee to appear in the case, or the AG will file a notice of appearance pursuant to Idaho Code § 67-1401(7).

 Prosecutorial/Investigative Assistance with Local Prosecutor Involvement:

The County is seeking prosecutorial assistance or investigative assistance and the () AG () County Prosecutor will remain in control of the prosecution of the case and responsible for case management. The County Prosecutor will file a motion, if appropriate, under the provisions of Idaho Code § 31-2603 to allow the AG or his designee to appear in the case or the AG will file a notice of appearance pursuant to Idaho Code § 67-1401(7). The AG's responsibility and authority in the case will be as follows:

A copy of a motion or petition for appointment of this office as Special Prosecutor, and a proposed order for the same, are enclosed.

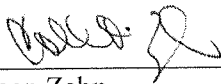
Payment of Costs:

In all cases the County will pay the out of pocket expenses incurred by the AG's Office. Out of pocket expenses include: all costs for witnesses, expert witnesses, transcription services, subpoenas, and any lodging expenses the AG's Office incurs in the course of the case; all expenses for travel other than in state vehicles, whether airfare or mileage reimbursement; and, a per diem reimbursement for meals. (The AG's Office will seek restitution for expenses when appropriate.) The AG will pay the salaries of all AG personnel involved in providing the assistance. All payments made to the AG's office shall go through Renee Ashton, Business Manager, Office of Attorney General, P.O. Box 83720, Boise, Idaho 83720-0010.

Correspondence
Page 3
April 9, 2020

Please indicate your acceptance of this agreement by signing and dating this letter in the space provided below, and by returning an executed copy to our office. If your understanding, or the understanding of the County Commissioners, is different than that expressed in this letter, please let me know immediately. If at any time you or the Commissioners are dissatisfied with our office's involvement in this case, please do not hesitate to contact me immediately. We look forward to working with you on this case.

Sincerely,



Colleen Zahn
Deputy Attorney General
Chief, Criminal Law Division

Date: 4/9/20

Accepted by:



Marcia Murdoch
Prosecuting Attorney
Fremont County

4/9/20

Date: _____

Enc.

cc: Renee Ashton, Office of Attorney General