

**CONTRACTUAL AGREEMENT
FOR LEGAL SERVICES**

THIS AGREEMENT made and entered into this the ____ day of _____, 20__, by and between the Department of Finance and Administration, an agency of the State of Mississippi, and ____ *(specific attorney(s) and/or law firm, as the case may be)* at *(address)*, for the performance of legal services of attorneys and employees of said law firm, hereinafter individually and collectively referred to as *(“Attorney”) and/or (“Law Firm” as the case may be)*.

WITNESSETH:

In consideration of the mutual covenants contained herein, and subject to the terms and conditions hereinafter stated, it is hereby understood and agreed by the parties hereto as follows:

- I. SCOPE OF SERVICES:** The *(Attorney and/or Law Firm)* will review relevant documents, meet with any and all officials, witnesses, and representatives as deemed necessary for representation of *(agency or individual named in litigation)* regarding the case of *(style of case)*. The *(Attorney and/or Law Firm)* will copy the Attorney General’s designee(s) with all correspondence during the term of this Agreement, including, but not limited to, dispositive motions/pleadings and memoranda in support thereof. **(For non-litigation matters, no case style is needed. This paragraph may be altered as needed to describe services to be provided).**

The *(Attorney and/or Law Firm)* shall prepare all necessary court documents as authorized by the Attorney General to preserve the interests of the taxpayers and State of Mississippi.

- II. PERIOD OF PERFORMANCE:** The term of this Agreement shall commence on *(effective date of contract)* and shall expire on *(termination date of contract)* with an option to renew for two one-year renewals.

- III. COORDINATION OF SERVICES:** The *(Attorney and/or Law Firm)* shall coordinate the performance of the services to be provided hereunder through counsel for *(agency name)* and through the Office of the Attorney General and consult with them on specific courses of action which should be pursued.

- IV. RELATIONSHIP OF PARTIES:** It is expressly understood and agreed that

(Attorney and/or Law Firm) is an independent contractor and that the purchase of legal services is not based on an employer-employee relationship.

V. **SPECIFIC ATTORNEYS:** The Attorney and/or Law firm shall utilize its staff and attorneys to perform the services required by this Agreement. **(If appropriate in a particular case, name the particular attorneys to be used.)**

VI. **PAYMENT TERMS:** As full and complete compensation for the services to be provided hereunder, the (agency name) will pay the (Attorney and/or Law Firm) at the rates listed in "Exhibit A" attached herein below:

Immediately following the completion and closing of each Bond Issuance Services, (Attorney and/or Law Firm), more specifically X and X, will submit an invoice for payment of attorney's fees including expenses accordingly as stated in "Exhibit A" attached herein to be paid from the Cost of Issuance of each Bond Series.

VII. **AVAILABILITY OF FUNDS:** It is expressly understood and agreed that the obligation of the (agency name) to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the Agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the (agency name), the (agency name) shall have the right upon ten (10) working days written notice to the contractor to terminate this Agreement without damage, penalty, cost or expenses to the (agency name) of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

VIII. **EQUAL OPPORTUNITY:** In connection with the performance of work under this contractual Agreement, (Attorney and/or Law Firm) agrees not to discriminate in any manner whatsoever, including, but not limited to, hiring, termination/discharge, promotion/demotion, or other terms and condition of employment against any person otherwise qualified because of race, creed, color, religion, sex, age, national origin, disability, ancestry or political affiliation.

IX. **NON-ASSIGNMENT AND SUBCONTRACTING:** The (agency name) will not be independently obligated or liable under this Agreement to any party other than the (Attorney and/or Law Firm) named herein. Said (Attorney and/or Law Firm) understands and agrees that it shall not assign, transfer, delegate or subcontract with respect to any of its rights, benefits, obligations, interests or duties under this Agreement without the prior written consent of the Office of the Attorney General.

X. **SEVERABILITY:** It is understood and agreed by the parties hereto that if any part, term

or provision of this Agreement is by the courts or other judicial body held to be illegal or in conflict with any law of the State of Mississippi, the validity of the remaining portions or provisions shall not be affected and the obligations of the parties shall be construed in full force as if the Agreement did not contain that particular part, term, or provision held to be invalid.

- XI. MODIFICATION OR AMENDMENT:** Modifications or amendments to this Agreement may be made upon mutual Agreement of the parties, in writing signed by the parties hereto and approved as required by law.
- XII. TERMINATION:** Any party may terminate this Agreement at any time, with or without cause, by giving written notice to the other parties of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In the event of such termination, (Attorney and/or Law Firm) shall be entitled to receive just and equitable compensation for any specific services completed in a satisfactory manner prior to the date of termination.
- XIII. NON-WAIVER OF BREACH:** No assent, expressed or implied, by the parties hereto to the breach of the conditions of this Agreement shall be deemed or taken to be a waiver of any succeeding breach of the same or any other provision or condition and shall not be construed to be a modification of the terms of the Agreement.
- XIV. APPLICABLE LAW:** The Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of the State of Mississippi. The Agreement shall comply with applicable federal, state and local laws and regulations.
- XV. COMPLIANCE WITH MISSISSIPPI EMPLOYMENT PROTECTION ACT (MEPA):** (Attorney and/or Law Firm) represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act (Senate Bill 2988 from the 2008 Regular Legislative Session) and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. (Attorney and/or Law Firm) agrees to maintain records of such compliance and, upon request of the State of Mississippi and approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the State. (Attorney and/or Law Firm) further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Attorney/ Law Firm understands and

agrees that any breach of these warranties may subject (Attorney and/or Law Firm) to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to (Attorney and/or Law Firm) by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, (Attorney and/or Law Firm) would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of (effective date of contract).

(agency name and address)

(Attorney and/or Law Firm and address)

By: _____
(title)

By: _____
(title)

APPROVED:

OFFICE OF THE ATTORNEY GENERAL

By: _____
LYNN FITCH, ATTORNEY GENERAL
STATE OF MISSISSIPPI

Date: _____

MISSISSIPPI STATE PERSONNEL BOARD

By: _____
EXECUTIVE DIRECTOR (if contract total is \$75,000.00 or less)
CHAIRMAN (if contract total is greater than \$75,000.00)

Date: _____

EXHIBIT “A”

STATE FEE PROPOSAL

1. For general obligation bond issuances or current refundings in an aggregate principal amount of \$100,000,000 or less, a fee of \$50,000 plus expenses of \$2,500.
2. For general obligation bond issuances or current refundings in an aggregate principal amount of more than \$100,000,000, a fee of \$50,000, plus \$.25 per \$1,000 bond aggregate principal amount in excess of \$100,000,000, plus expenses of \$2,500.
3. For a short term general obligation note a fee of \$30,000 plus expenses of \$2,500.
4. For a variable rate, an advance refunding, a revenue, a lease purchase (excluding the Master Lease Program) or a similar bond issuance, a fee to be negotiated depending upon the complexity of each such bond issuance.
5. The firm will provide advice to the State in connection with previous bond issues of the State (excluding advice on audits and any type of derivative products), expenditures of bond proceeds, and legal structuring of future bond issues at no cost to the State. The firm will also accompany the State to rating agency presentations at no cost to the State.
6. Expenses charged for bond issuances by the firm do not include reimbursement to the firm for expenditures of the statutory fees of the State’s bond attorney.