**CONTRACTUAL AGREEMENT
FOR LEGAL SERVICES**

**THIS AGREEMENT** made and entered into on Click or tap to enter a date., by and between Click or tap here to enter text.*,* an agency of the State of Mississippi, and Click or tap here to enter text.at Click or tap here to enter text., for the performance of legal services of attorneys and employees of said law firm, hereinafter individually and collectively referred to as Choose an item..

**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:

1. **SCOPE OF SERVICES:** The Choose an item. will review relevant documents, meet with any and all officials, witnesses, and representatives as deemed necessary for representation of Click or tap here to enter text. regarding the case of Click or tap here to enter text.

The Choose an item. will copy the Attorney General’s designee(s) with all correspondence, dispositive motions/pleadings and memoranda during the term of this Agreement.

The Choose an item. shall prepare all necessary court documents as authorized by the Attorney General to preserve the interests of the taxpayers and the State of Mississippi.

1. **PERIOD OF PERFORMANCE:** The term of this Agreement shall commence on Click or tap to enter a date., and shall expire on Click or tap to enter a date..
2. **COORDINATION OF SERVICES:** The Choose an item. shall coordinate the performance of the services to be provided hereunder through counsel for Click or tap here to enter text. 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 Choose an item. is an independent contractor and that the purchase of legal services is not based on an employer-employee relationship.

**V. SPECIFIC ATTORNEYS:** The Choose an item. shall utilize its staff and attorneys to perform the services required by this Agreement.Click or tap here to enter text.

**VI. PAYMENT TERMS:** As full and complete compensation for the services to be provided hereunder, Click or tap here to enter text. will pay the Choose an item. at the rates listed below:

Click or tap here to enter text.

The total amount of this contract shall not exceed $Click or tap here to enter text., unless agreed and approved in writing by Click or tap here to enter text., the Office of the Attorney General, and the Mississippi State Personnel Board.

Each month, the Choose an item. shall submit to the counsel for Click or tap here to enter text. and to the Office of the Attorney General an invoice for payment of attorneys’ fees and all authorized expenses, which shall be paid following approval by the Click or tap here to enter text. and the Office of the Attorney General.

**VII. AVAILABILITY OF FUNDS**: It is expressly understood and agreed that the obligation of Click or tap here to enter text. 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 Click or tap here to enter text., Click or tap here to enter text. 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 Click or tap here to enter text. 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, Choose an item. 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:** Click or tap here to enter text. will not be independently obligated or liable under this Agreement to any party other than the Choose an item. named herein. Said Choose an item. 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, Choose an item. 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):** Choose an item. 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. Choose an item. 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. Choose an item. 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 Choose an item. 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 Choose an item. 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, Choose an item. would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

 **XVI**. **TRANSPARENCY:** This contract, including any accompanying exhibits, attachments, and appendices, is subject to the “Mississippi Public Records Act of 1983,” and its exceptions. See Mississippi Code Annotated §§ 25-61-1 et seq. and Mississippi Code Annotated § 79-23-1. In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Mississippi Code Annotated §§ 27-104-151 et seq. Unless exempted from disclosure due to a court-issued protective order, a copy of this executed contract is required to be posted to the Mississippi Department of Finance and Administration’s independent agency contract website for public access at http://www.transparency.mississippi.gov. Information identified by Contractor as trade secrets, or other proprietary information, including confidential vendor information or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes, will be redacted.

**IN WITNESS WHEREOF,** the parties have executed this Agreement to be effective as of Click or tap to enter a date..

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| Click or tap here to enter text.By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Click or tap here to enter text.Click or tap here to enter text.Click or tap here to enter text. | Click or tap here to enter text.By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Click or tap here to enter text.Click or tap here to enter text.Click or tap here to enter text. |

**APPROVED:**

OFFICE OF THE ATTORNEY GENERAL

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
LYNN FITCH, ATTORNEY GENERAL
STATE OF MISSISSIPPI

MISSISSIPPI STATE PERSONNEL BOARD

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
 Choose an item.