

**CONTRACTUAL AGREEMENT
FOR LEGAL SERVICES**

THIS AGREEMENT made and entered into this the 25th day of August, 2016, by and between the State of Mississippi, through the Office of the Attorney General, and Phelps Dunbar LLP, for the performance of legal services of attorneys and employees of said law firm, hereinafter individually and collectively referred to as "the Law Firm."

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 Law Firm will review relevant documents, meet with any and all officials, witnesses, and representatives as deemed necessary for representation of the State of Mississippi regarding the case of *United States v. Mississippi*, United States District Court for the Southern District of Mississippi Civil Action No. 3:16-cv-622-CWR-FKB, and other related litigation as becomes necessary, including but not limited to *Troupe v. Barbour*, United States District Court for the Southern District of Mississippi Civil Action No. 3:10-cv-153-HTW-MTP. The 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.

The 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 August 25, 2016 and shall expire on August 24, 2019.
- III. COORDINATION OF SERVICES:** The Law Firm shall coordinate the performance of the services to be provided hereunder 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 the 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 Law Firm shall utilize its staff and attorneys to perform the services required by this Agreement.

VI. PAYMENT TERMS: As full and complete compensation for the services to be provided hereunder, the State of Mississippi, through the Office of the Attorney General, will pay the Law Firm at the rates listed below:

\$ 250 per hour blended rate for time expended by attorneys.

\$ 185 per hour for time expended by paralegals.

The total amount of this contract shall not exceed \$ 8,500,000 for the three-year period, unless agreed and approved in writing by the Office of the Attorney General and the Mississippi State Personnel Board.

Each month, the Law Firm shall submit 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 Office of the Attorney General.

VII. AVAILABILITY OF FUNDS: It is expressly understood and agreed that the obligation of the Office of the Attorney General 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 Office of the Attorney General, the Office of the Attorney General 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 Office of the Attorney General 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/Law Firm agrees not to discriminate in any manner whatsoever, including, but not limited to, hiring, termination/discharge, promotion/demotion, or other terms and conditions 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 Office of the Attorney General will not be independently obligated or liable under this Agreement to any party other than the Law Firm named herein. Said 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.

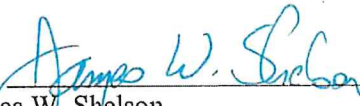
- X. SEVERABILITY:** It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts or other judicial body held to be illegal or in conflict with any law of the State of Mississippi, the validity of the remaining portions or provisions shall not 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, the 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):** The Law Firm represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act (Senate Bill 2988 from the 2009 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 know as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. The 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. The 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. The Law Firm understands and agrees that any breach of these warranties may subject the 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 the 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, the 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

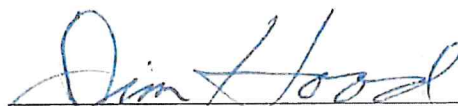
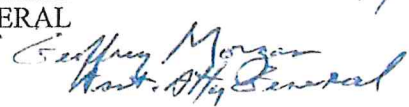
of August 25, 2016.

Phelps Dunbar LLP
4270 I-55 North
Jackson, Mississippi 39211

By: 
James W. Shelson
Partner

APPROVED:

OFFICE OF THE ATTORNEY GENERAL

By:  Date: 9/16/16
JIM HOOD, ATTORNEY GENERAL
STATE OF MISSISSIPPI By: 
Asst. Atty General

MISSISSIPPI STATE PERSONNEL BOARD

By: 
CHAIRMAN Date: 10/20/16