

**CONTRACTUAL AGREEMENT  
FOR LEGAL SERVICES**

**THIS AGREEMENT** made and entered into this the 16<sup>th</sup> day of August, 2021, by and between the Mississippi Department of Human Services an agency of the State of Mississippi (hereinafter referred to as "MDHS"), and Pigott Law Firm, P.A. (and its owner, Attorney Joe Bradley (Brad) Pigott, at 775 North Congress Street, Jackson, Mississippi, 39202, for the performance of legal services of attorneys and employees of said law firm, hereinafter individually and collectively referred to as "Brad Pigott" *and/or* "Pigott 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 Pigott Law Firm will review relevant documents, meet with any and all officials, witnesses, and representatives as deemed necessary for representation of the Mississippi Department of Human Services regarding the pursuit of civil litigation against the recently-indicted principals (and related parties) of the Mississippi Community Education Center ("MCEC") and the Family Resource Center of North Mississippi ("FRC"), and persons (or other entities). The Pigott 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. Additionally, the Pigott Law Firm shall prepare and submit a minimum of quarterly status reports to MDHS and the Attorney General's designee(s) on the progress of the case.

The Pigott 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.

The Pigott Law Firm shall represent MDHS in the preparation, filing, and litigation, through trial and appeal if necessary, of civil claims for money damages and related relief against Mississippi Community Education Center ("MCEC"), Family Resource Center of North Mississippi ("FRC"), and persons (or other entities) who or which agreed to and benefitted from unlawful conduct described by the Mississippi Office of the State Auditor ("OSA") in its Audit Report dated April 22, 2020.

construed to be a modification of the terms of the Agreement.

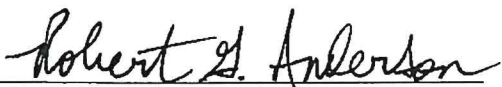
**XIV. APPLICABLE LAW:** The Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of the State of Mississippi. The Agreement shall comply with applicable federal, state and local laws and regulations.

**XV. COMPLIANCE WITH MISSISSIPPI EMPLOYMENT PROTECTION ACT (MEPA):** Brad Pigott/Pigott 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. Brad Pigott/Pigott 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. Brad Pigott/Pigott 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 Brad Pigott/Pigott 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 Brad Pigott/Pigott 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, Brad Pigott/Pigott 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

July 19, 2021, 2021.

By:

  
Robert G. Anderson, Executive Director  
Mississippi Department of Human Services  
200 South Lamar Street  
Jackson, Mississippi 39201

By:

  
J. Brad Pigott  
Pigott Law Firm, P.A.  
775 North Congress Street  
Jackson, Mississippi 39202

APPROVED:

OFFICE OF THE ATTORNEY GENERAL

By:



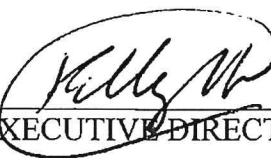
LYNN FITCH, ATTORNEY GENERAL  
STATE OF MISSISSIPPI

Date:

7.6.21

MISSISSIPPI STATE PERSONNEL BOARD

By:



EXECUTIVE DIRECTOR

Date:

7-13-21