Amendment #2 to
Professional Services Contract
Between the Office of the State Auditor and
Arthur Jernigan, Jr.

This document (hereinafter referred to as "Amendment Number 2") shall serve to amend the original Professional Services Agreement executed January 27, 2017, between Arthur Jernigan, Jr. and the Office of the State Auditor.

Arthur Jernigan, Jr. and the Office of the State Auditor, by entering into this Amendment Number 1, mutually agree that the following provisions shall modify the aforementioned Agreement.

Contract Period of Performance

This article is hereby amended so as to renew the Agreement for an additional term to begin July 1, 2018 and continuing through the close of business on June 30, 2019.

All other terms and conditions of the Agreement executed January 27, 2017, shall remain unchanged and in full force and effect.

MISSISSIPPI OFFICE OF STATE AUDITOR

Stacy E. Pickering
State Auditor

Date: 6/6/18

Arthur Jernigan, Jr.

Arthur Jernigan, Jr.
Consultant

Date: 6/15/18

CONTRACTUAL AGREEMENT
FOR CONSULTING SERVICES

THIS AGREEMENT dated the 27th day of January, 2017, by and between the Office of the State Auditor, an agency of the State of Mississippi, and Arthur Jernigan, Jr., Ridgeland, MS 39158, for the performance of consulting services of attorneys and employees of said law firm, hereinafter individually and collectively referred to as *("Consultant")*.

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 *Consultant* will review relevant documents, meet with any and all officials, witnesses, and representatives as deemed necessary by the State Auditor. This consulting will be done to address issues that have arisen by criminal indictment of OSA employees, and what actions may be appropriate for the State Auditor to take to ensure proper performance of his official duties, and matters relating to these indictments.

II. **PERIOD OF PERFORMANCE:** The term of this Agreement shall commence on January 27, 2017 and shall expire on June 30, 2017.

III. **COORDINATION OF SERVICES:** The *Consultant* shall coordinate the performance of the services to be provided hereunder with the State Auditor.

IV. **RELATIONSHIP OF PARTIES:** It is expressly understood and agreed that the *Consultant* is an independent contractor.

V. **PAYMENT TERMS:** As full and complete compensation for the services to be provided hereunder, the Office of the State Auditor will pay the *Consultant* at the rate of: $200.00 per hour for time expended.

The total amount of this contract shall not exceed $20,000.00 (twenty thousand dollars), unless agreed and approved in writing by the Office of the State Auditor and the Mississippi State Personnel Board.

Each month, the *Consultant* shall submit to the Office of the State Auditor an invoice for payment of consulting fees and all authorized expenses, which shall be paid following approval by the Office of the State Auditor.

VI. **AVAILABILITY OF FUNDS:** It is expressly understood and agreed that the obligation of the

Office of the State Auditor 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 State Auditor, the Office of the State Auditor 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 State Auditor of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

VII. **EQUAL OPPORTUNITY:** In connection with the performance of work under this contractual Agreement, the *Consultant* 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.

VIII. **NON-ASSIGNMENT AND SUBCONTRACTING:** The Office of the State Auditor will not be independently obligated or liable under this Agreement to any party other than the *Consultant* named herein. Said *Consultant* 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.

IX. **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.

X. **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.

XI. **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 *Consultant* shall be entitled to receive just and equitable compensation for any specific services completed in a satisfactory manner prior to the date of termination.

XII. **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.

XIII. **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.

XIV. **COMPLIANCE WITH MISSISSIPPI EMPLOYMENT PROTECTION ACT (MEPA)** The *Consultant* 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. The *Consultant* 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 *Consultant* 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 *Consultant* understands and agrees that any breach of these warranties may subject the *Consultant* 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 *Consultant* 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 *Consultant* 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 January 27, 2017.

MISSISSIPPI OFFICE OF THE STATE AUDITOR
501 NORTH WEST STREET
SUITE 801, WOOLFOLK BUILDING
JACKSON, MS 39201

By: _____
STACEY E. PICKERING
STATE AUDITOR

ARTHUR JERNIGAN, JR.
587 HIGHLAND COLONY PARKWAY
POST OFFICE BOX 2598
RIDGELAND, MS 39158

By: _____
ARTHUR F. JERNIGAN, JR.
ATTORNEY