

Contract #: 4600054260



## STATE OF ARKANSAS SERVICES CONTRACT

<b>Contract #</b>	4600054260	<b>Federal ID#</b>	58-1852659
<b>Service Type</b>	Professional Consultant Services (PCS) <input type="checkbox"/>	<b>Procurement Method</b>	Emergency / Exempt from Law

The Board of Corrections of the

1. **Contracting Parties** - State of Arkansas is hereinafter referred to as the Department and contractor is herein after referred to as the Contractor.

<b>Department No. &amp; Name</b>	9903 - Department of Corrections / Board of Corrections
<b>Division</b>	Not Applicable

<b>Contractor Name</b>	Hall Booth Smith, P.C.		
<b>Contractor Address</b>	191 Peachtree St., NE, Suite 2900, Atlanta, GA 30303-1775		
<b>Contractor Number</b>	100249276	<b>Minority/Women Owned Business</b>	<input type="radio"/> Yes <input checked="" type="radio"/> No

2. **Objectives, Scope, and Performance.** Identify, in reasonable detail, the objectives and scope of the contractual agreement and the methods the Department will use to determine whether the objectives of the contract (Contract) have been achieved. If space below is insufficient it may be supplemented with Attachment 4.

Provide legal counsel for the Board of Corrections regarding Amendment 33 and other matters within the ambit of Ark. Code Ann. 25-16-711, as voted on and approved by the Board of Corrections on December 8, December 14, and December 22, 2023. Contractor's engagement agreement dated December 22, 2023 is incorporated herein by reference. By signing this document, neither the Board of Corrections nor Contractor admit that the procurement process advanced by the Department of Corrections is correct or applicable, and they retain and reserve all defenses relating to the applicable process through which to secure representation under Ark. Code Ann. 25-16-711 or other applicable law. In the interest of cooperation, however, and to facilitate the payment of Contractor's outstanding and prospective invoices, Contractor and the Board of Corrections supply the information requested herein in good faith. The term of this agreement is difficult to anticipate due to the nature of pending litigation, as is the total contract amount; however, the information supplied is based on Contractor's best estimate at this time.

3. **Term Dates.** The original term (**Original Term**) of the Contract shall commence on 12/08/2023, and shall continue until 12/07/2024, unless earlier terminated or cancelled in accordance with the Contract or some other writing agreed to and signed by the parties, but in no event may the Original Term exceed a period of four (4) consecutive years from the effective date of the Original Term, unless exempt from Ark. Code Ann. § 19-11-238(c)(1). By written agreement of the parties, the term of the Contract may be extended or renewed for additional time beyond the Original Term. This allows for a total possible term (**Total Possible Term**) beyond the Contract's Original Term, as defined in the following paragraph.

The **Total Possible Term** of the Contract is a period comprised of the Original Term plus any extensions or renewals that may be agreed to by the parties in writing, but in no event longer than a period of seven (7) consecutive years from the effective date of the **Original Term**, unless otherwise provided by law. Subject to applicable law, the terms hereof, and an appropriation of necessary funding, the Total Possible Term of this Contract expires no later than 12/07/2024 (mm/dd/yyyy).

**4. Contractor's Performance Obligations.** Contractor, for the duration of the Contract and as consideration for the Department's payment as set forth below, shall provide the following to the Department:

Contractor will continue representing the Board of Corrections in litigation and on appeal, taking all legal action necessary to protect and preserve the Board's interests under Amendment 33, pursuant to Ark. Code Ann. 25-16-711. Specifically, Contractor will defend the Board of Corrections in a lawsuit and appeal filed by the Attorney General against the Board and its chair; and Contractor will prosecute the Board and chair's Amendment 33 claims, and represent them as Appellees in the appeal filed by the Attorney General on behalf of the Governor, Department of Corrections, and Secretary of Corrections. Contractor's December 22, 2023 engagement agreement, which was executed by the Board, is incorporated herein by reference, as well as the January 2024 Order from Judge Patricia James.

The parties agree that this paragraph 4 of the Contract, and any incorporated attachment, fully sets forth the Contractor's performance upon which the Department's obligation to pay the Contractor is conditioned. (if the space provided is not enough to fully specify the Contractor's duty to perform and to identify the standards of satisfactory performance, the Contractor's covenant to perform must be set forth in Attachment 5 hereto, Performance Details, the terms of which, if any, are incorporated herein by reference.)

**5. Department's Payment Obligations.** Department, as consideration for the Contractor's satisfactory performance of the Contractor's Performance Obligations, as set forth above, shall pay the Contractor as follows:

Pursuant to Ark. Code Ann. 25-16-711, Contractor will present itemized invoices monthly for ongoing payment of legal services rendered, with hourly rates of \$200 for paralegals, \$240 for associates, and \$285 for partners. Payment shall be due within 10 days from receipt of an invoice. Contractor shall be reimbursed all expenses incurred in the representation. Contractor's December 22, 2023 engagement agreement and the January 2024 Order of Judge Patricia James are incorporated by reference. The Board of Corrections's litigation liaison shall be solely responsible for determining whether Contractor's performance is satisfactory, and the litigation liaison shall be responsible for authorizing payment under this Agreement.

The parties agree that this paragraph 5 of the Contract, and any incorporated attachment, fully sets forth all applicable rates, fees, charges, costs (transportation, per diem, subsistence, out-of-pocket allowances, and any other costs that may apply), and items for which the Contractor is entitled to payment under the Contract as consideration for Contractor's satisfactory performance of its obligations under the Contract. The Department shall not pay Contractor except as set forth. The parties also agree that the method(s) of determining the amount of payment corresponding to the Contractor's satisfactory performance is/are set forth in this paragraph 5 such that the total payment owed under the Contract can be determined by

reference thereto. (If the space provided is not enough to fully set forth the information needed to determine proper compensation owed by the Department for Contractor's satisfactory performance under the Contract, that information must be set forth in Attachment 2, Calculation of Compensation, the terms of which, if any, are incorporated herein by reference.)

Assuming: (a) Contractor's full and satisfactory performance under the Contract for the duration of the **Original Term**, and (b) the corresponding compensation identified in paragraph 5; the maximum number of dollars that the Department may be obligated to pay to the Contractor under the terms of the Contract for the Original Term is: \$ 207,000.00 (**Initial Contract Amount**).

Assuming: (a) Contractor's full and satisfactory performance under the Contract for the duration of its **Total Possible Term**, and (b) the corresponding compensation identified in paragraph 5, the maximum number of dollars that the Department may be obligated to pay to the Contractor under the terms of the Contract for the Total Possible Term is: \$ 207,000.00 (**Total Projected Contract Amount**).

If either the **Total Projected Contract Amount** or the amount the Department may be obligated to pay the Contractor in any given year of the **Original Term**, or the **Total Possible Term** of the Contract meets or exceeds the threshold of Ark. Code. Ann. § 19-11-265, the Contract shall be submitted for legislative review prior to its effective date.

6. **Terms and Conditions of Solicitation Incorporated and Order of Precedence.** The parties agree that the agreement in this Contract memorializes and incorporates by reference any and all written representations, warranties, terms, and conditions, set forth in the underlying solicitation document and the bid or proposal that became the basis of the Contract award, which representations, warranties, terms, and conditions continue in full force and effect unless expressly amended hereby.

Accordingly, the provisions of this memorialization of the Contract should be read as being consistent therewith and supplementary thereto to the extent reasonably possible. However, in the event of a conflict between the provisions of this memorialization and the specific provisions of the bid or proposal that was the basis of award, such conflict shall be resolved by giving priority to the documents in the order listed below, including but not limited to conflicting order of precedence provisions.

- A. This Contract, as may be amended in writing by the parties;
- B. The solicitation BOC-24-001 (Solicitation number) including all Addenda;
- C. Contractor's response to the solicitation.

7. **Termination & Cancellation Clauses.**

- A. **Non-Appropriation Clause Pursuant to §19-11-1012(11).** In the event the State of Arkansas fails to appropriate funds or make monies available for any biennial period covered by the term of this contract for the services to be provided by the Contractor, this Contract shall be terminated on the last day of the last biennial period for which funds were appropriated or monies made available for such purposes.

Board of Corrections

This provision shall not be construed to abridge any other right of termination the ~~agency~~ may have.

- B. **For Convenience.** The Department may terminate this contract for any reason by giving the Contractor written notice of such termination no less than sixty (60) days prior to the date of termination.
- C. **For Cause.** The Department may cancel this Contract for cause when the Contractor fails to perform its obligations under it by giving the Contractor written notice of such cancellation at least thirty (30)

days prior to the date of proposed cancellation. In any written notice of cancellation for cause, the State will advise the Contractor in writing of the reasons why the State is considering cancelling the Contract and may provide the Contractor with an opportunity to avoid cancellation for cause by curing any deficiencies identified in the notice of cancellation for cause prior to the date of proposed cancellation. The parties may endeavor to agree to reasonable modifications in the Contract to accommodate the causes of the cancellation for cause and avoid the cancellation, to the extent permitted by law, and at the discretion of each party individually.

**8. Non-negotiable Governing Law and Venue.**

A. This contract shall be governed by and construed in accordance with the Laws of the State of Arkansas. Exclusive venue arising under this Contract is Pulaski County, Arkansas.

B. Any legislation that may be enacted subsequent to the date of this Contract, which may cause all or any part of the Contract to be in conflict with the laws of the State of Arkansas, will be given proper consideration if and when this contract is renewed or extended. At such time, the parties agree that the Contract shall be amended to comply with any applicable laws in effect.

C. Under Arkansas law, the release of public records is governed by the Arkansas Freedom of Information Act found at Section 25-19-101 et. seq. of the Arkansas Code Annotated.

9. **Non-negotiable Sovereign Immunity.** Nothing in this Contract shall be construed as a waiver of the State's sovereign immunity. Any claims Contractor wishes to assert against the State in connection with this Contract if applicable, shall be brought in the Arkansas State Claims Commission, if applicable.

10. **Non-negotiable Intergovernmental/Cooperative Use.** In accordance with Arkansas Code Annotated § 19-11-249, any State public procurement unit may participate in this Contract with a participating addendum signed by the Contractor and approved by the chief procurement officer of the procurement agency issuing the contract.

11. **Non-negotiable Disclosure Required by Executive Order 98-04.** Any contract or amendment to a contract executed by an agency which exceeds \$10,000 shall require the Vendor to disclose information as required under the terms of Executive Order 98-04 and the Regulations pursuant thereto. The Vendor shall also require the subcontractor to disclose the same information. The Contract and Grant Disclosure and Certification Form shall be used for this purpose. Contracts with another government entity such as a state agency, public education institution, federal government entity, or body of a local government are exempt from disclosure requirements.

The failure of any person or entity to disclose as required under any term of Executive Order 98-04, or the violation of any rule, regulation or policy promulgated by the Department of Finance and Administration pursuant to this Order, shall be considered a material breach of the terms of the contract, lease, purchase

agreement, or grant and shall subject the party failing to disclose, or in violation, to all legal remedies available to the Agency under the provisions of existing law.

12. **Compliance.** The Contractor shall ensure, in cooperation with the Department, that the Contract adheres to the requirements of Arkansas procurement law, including without limitation the inclusion of any mandatory language and the submission of the contract for any required review. The signature of the Contractor on this Contract serves as an acknowledgement that the Contractor is:

A. Equally responsible with the Department for adhering to the requirements of Arkansas Procurement

Law related to the content and review of the Contract; and

**B. Subject to the relevant ethical provisions of § 19-11-701 et seq., if applicable.**

**13. Indemnity.** The Contractor shall be fully liable for the actions of its agents, employees, partners, and assigns and shall fully indemnify, defend, and hold harmless the Department, and their officers, agents, and employees from third party suits, actions, damages, and costs of every name and description, including attorney's fees to the extent arising from or relating to personal injury and damage to real or personal property, caused in whole or in part by the negligence or willful misconduct of Contractor, its agents, employees, partners, or assigns.

**14. Assignment/Subcontracting.** Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Contract, in whole or in part, without the prior written approval of the Department.

**15. Amendments.** The terms of this Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without written approval of both parties. Any amendment that increases compensation or represents a material substantive change may require review by Legislative Council or Joint Budget Committee pursuant to Ark. Code Ann. § 19-11-265, if applicable.

**16. Records.** Financial and accounting records reasonably relevant to State of Arkansas transactions under this Contract shall be subject to examination by appropriate Arkansas government authorities for a period of five (5) years from the date of expiration, termination or cancellation and final payment under this Contract, provided, however, that such government authorities will provide thirty (30) days written notice to the Contractor of its intent to conduct such examination contemplated by this section; and provided that such examination occurs pursuant to a mutually agreed upon location, during normal business hours and subject to reasonable confidentiality obligations.

**17. Non-waiver.** The failure by one party to require performance of any provision shall not affect that party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Contract constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

**18. Severability.** If any provision of this contract is held unenforceable, all remaining provisions of this Contract shall remain in full force and effect.

**19. Attachments.**

- 1. Certification of Contractor
- 2. Calculation of Compensation, as applicable;
- 3. Source of Funds
- 4. Objectives, Scope, and Performance Standards, as applicable; and
- 5. Performance Details, as applicable
- 6. Additional Attachments as applicable
  - A. Engagement Agreement Dated December 22, 2023
  - B. Contract & Grant Disclosure
  - C. January 2024 Order of Judge Patricia James
  - D. Outstanding Invoices in line for payment.

**20. Notices.**

**A. Method of Notice.** The parties shall give all notices and communications between the parties in writing by (i) personal delivery, (ii) a nationally-recognized, next-day courier service, (iii) first-class registered or certified mail, postage prepaid[, (iv) fax, or (v) electronic mail to the party's address specified in this Contract, or to the address that a party has notified to be that party's address for the purposes of this section.

**B. Receipt of Notice.** A notice given under this Contract will be effective on  
i. the other party's receipt of it, or  
ii. if mailed, the earlier of the other party's receipt of it and the fifth business day after mailing it.

**C. Issuance of Notice.** All notices and communications between the parties in writing shall be directed to the respective parties in accordance with the following:

**Contact #1 – Department Representative submitting/tracking this contract**

<u>Flora Johnson</u>	<u>Procurement Administrator</u>
Name	Title
<u>(870) 850-8502</u>	<u>Flora.Johnson@arkansas.gov</u>
Telephone#	Email

**Contact #2 - Department Representative with knowledge of this project (for general questions and responses)**

<u>Chad Brown</u>	<u>Chief Financial Officer</u>
Name	Title
<u>(501) 682-9510</u>	<u>Chad.Brown@arkansas.gov</u>
Telephone#	Email

**Contact #3 - Department Representative Director or Critical Contact (for time sensitive questions and responses)**

<u>Chad Brown</u>	<u>Chief Financial Officer</u>
Name	Title
<u>(501) 682-9510</u>	<u>Chad.Brown@arkansas.gov</u>
Telephone#	Email

**21. Technology Access.** If the Commodities are electronic information processing hardware or software, including telecommunications hardware or software ("Information Technology"), then the Contractor represents and warrants it shall comply with federal and state law relating to accessibility by persons with visual impairments and nonvisual access standards established by the Division of Information System, which standards can be found at <https://www.dfa.arkansas.gov/images/uploads/procurementOffice/technologyAccessClause.pdf> and are included herein by reference, as applicable.

**22. SIGNATURES**

DEPARTMENT SIGNATURE CERTIFIES NO OBLIGATIONS WILL BE INCURRED BY A STATE DEPARTMENT UNLESS SUFFICIENT FUNDS ARE AVAILABLE TO PAY THE OBLIGATIONS WHEN THEY BECOME DUE.

IN WITNESS WHEREOF, the Parties sign and cause this Contract to be executed. Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract shall be the date provided in Section 3 above.

**CONTRACTOR AUTHORIZED SIGNATURE**

**DEPARTMENT AUTHORIZED SIGNATURE**

Abtin Mehdizadegan

Benny Magness

Printed Name

Printed Name

Partner, Hall Booth Smith, P.C.

Chairman, Board of Corrections

Title


Title

200 River Market Avenue, Suite 500, Little Rock, AR 72201

1302 Pike Ave., North Little Rock, AR. 72114

Address

Address

  
Signature

  
Signature

3/6/2024  
Date

3/6/2024  
Date

**Attachment #1**

**CERTIFICATION OF CONTRACTOR**

Sections A, B and C apply to all service contracts. Sections D and E apply to Professional and Consulting Services contracts only.

A. "I, Abtin Mehdizadegan, a Partner with the law firm of Hall Booth Smith, P.C.  
 (Contractor) (Title)

certify under penalty of perjury that, to the best of my knowledge and belief, no regular full-time or part-time employee of the State of Arkansas will receive any personal, direct or indirect monetary benefits as a result of the execution of this contract that would violate the law." Where the Contractor is a widely-held public corporation, the term 'direct or indirect monetary benefits' "shall not apply to any regular corporate dividends paid to a stockholder of said corporation who is also a State employee and who owns less than ten percent (10%) of the total outstanding stock of the contracting corporation."

B. List any other contracts or subcontracts Contractor has with any other state government entities. (Not applicable to contracts between Arkansas state departments. If no contracts or subcontracts, please put "Not applicable" or "None.")

HBS provides immigration services to a number of state governmental entities, including to UAMS and ADFA. Abtin Mehdizadegan does not have access to that information but can provide contact information for another representative. Abtin Mehdizadegan previously served as an adjunct professor at UA Bowen School of Law; however, he has discontinued that service. Abtin also served as special counsel to the Executive Subcommittee of the ALC/BLR in February 2023.

C. Is Contractor currently engaged in any legal controversies with any state agencies or representing any clients engaged in any controversy with any Arkansas state department? If no controversies, please put "Not applicable" or "None."

Contractor is not personally engaged in a legal controversy with any state agency; however, Contractor serves as legal counsel for the Board of Corrections and its chair in the legal controversies described above. Contractor also represents the BioGen plaintiffs in a separate regulatory challenge involving the Department of Agriculture et al., and Contractor represents 2600 Holdings in an appeal in which the ABC and MMC are parties, though not currently participating.

D. Contractor shall list below, or on an attachment hereto, names, addresses, and relationship of those persons who will be supplying services to the State at the time of the execution of the contract. If the names are not known at the time of the execution of the contract, the Contractor shall submit the names along with the other information as they become known. Such persons shall, for all purposes, be employees or independent contractors operating under the control of the Contractor (sub-contractors), and nothing herein shall be construed to create an employment relationship between the departments and the persons listed below.

Name	Address	Relationship
Abtin Mehdizadegan	200 River Market Avenue, Suite 500, Little Rock, AR 72201	Partner
Joseph Kraska	200 River Market Avenue, Suite 500, Little Rock, AR 72201	Associate
Joseph Stepina	200 River Market Avenue, Suite 500, Little Rock, AR 72201	Associate
Julie Hill	200 River Market Avenue, Suite 500, Little Rock, AR 72201	Associate
Lynsey Russell	200 River Market Avenue, Suite 500, Little Rock, AR 72201	Paralegal



**CERTIFICATION OF CONTRACTOR CONT'D**

E. The State has no managerial responsibilities over the Contractor or Contractor's employees. In carrying out this contract, Contractor understands and represents that there is no employment relationship between the contracting parties.

F. By checking the box below, the Contractor certifies that Contractor: (1) does not boycott Israel and shall not boycott Israel during the aggregate term of the corresponding Contract.

Contractor does not and shall not boycott Israel

**Attachment #2**

**Calculation of Compensation**

**Calculation of Compensation** (for Professional & Consulting Service Contracts Only):

A. In the table below, provide the various levels of expertise, the number of personnel for each level, the compensation rate, and total for each level, as applicable.

Level of Personnel	Number	Compensation Rate	Total for Level
Partner	1	\$285/hour	\$ 110,000.00
Associate	3	\$240/hour	\$ 75,000.00
Paralegal	1	\$200/hour	\$ 15,000.00
<b>TOTAL COMPENSATION EXCLUSIVE OF EXPENSE REIMBURSEMENT(S)</b>			<b>\$ 200,000.00</b>

B. In the table below, provide any allowable reimbursable expenses, estimated rates, and a total for each level.

Reimbursable Expense Items (Specify)	Estimated Rate of Reimbursement	Total
Filing fees and transcript costs	\$185 + \$0.10/page	\$ 5,000.00
Service of process	\$300	\$ 1,500.00
Special collections research	\$0.50/page	\$ 500.00
<b>TOTAL REIMBURSABLE EXPENSES</b>		<b>\$ 7,000.00</b>

**Total compensation inclusive of expense reimbursement:** \$ 207,000.00

**Annual Contract Amount:** \$ 207,000.00

**Calculation of Services and Commodities** (for Technical & General Service Contracts Only):

A. In the table below, as applicable, provide the various services to be rendered, the quantity, cost per item, and total cost.

Services	Quantity	Cost Per Item	Total Cost
<b>TOTAL SERVICES</b>			<b>\$ 0.00</b>

B. In the table below, as applicable, provide the various commodities, quantity, cost per item, and total cost

Commodities	Quantity	Cost Per Item	Total Cost
<b>TOTAL COMMODITIES</b>			<b>\$ 0.00</b>

**Total services inclusive of commodities:** \$ 0.00

**Annual Contract Amount:**

**Attachment #3**

**Source of Funds**

**Source of Funds the Department intends to draw on.** This is provided for informational purposes only. It is required under Arkansas Procurement Law and is not a performance obligation of the Department or an unconditional promise to pay from the sources identified.

<b>Fund Source</b>	<b>Identify Source of Funds *</b>	<b>Fund</b>	<b>Fund Center</b>	<b>Amount of Funding</b>	<b>% of Total Contract Cost</b>
State Funds**	General Revenue	PAY9903	Z39	\$ 207,000.00	100 %
					%
					%
					%
					%
					%
<b>TOTALS</b>				<b>\$ 207,000.00</b>	<b>100.00 %</b>

Identify whether State general revenue funds (GRF), special revenue funds (SRF), federal funds (FED), or other public funds (Other) are the source. Identify each specific source of SRF, such as special taxes or fees, in the "Identify Source of Funds" column. Similarly, if Other public funds, such as tobacco funds, general improvement funds, etc., are being used to pay the Contractor, these should be specified in the "Identify Source of Funds" column.

# CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM

Failure to complete all of the following information may result in a delay in obtaining a contract, lease, purchase agreement, or grant award with any Arkansas State Agency.

SOCIAL SECURITY NUMBER: 58-1852659 OR FEDERAL ID NUMBER: 58-1852659 SUBCONTRACTOR NAME: N/A

TAXPAYER ID #: IS THIS FOR:  Goods?  Services?  Both?

TAXPAYER ID NAME: Hail Booth Smith, P.C. FIRST NAME: Abtin

YOUR LAST NAME: Mehdizadegan M.I.: NA

ADDRESS: 200 River Marker Avenue STATE: AR ZIP CODE: 72201 COUNTRY: USA

CITY: Little Rock

## AS A CONDITION OF OBTAINING, EXTENDING, AMENDING, OR RENEWING A CONTRACT, LEASE, PURCHASE AGREEMENT, OR GRANT AWARD WITH ANY ARKANSAS STATE AGENCY, THE FOLLOWING INFORMATION MUST BE DISCLOSED:

### FOR INDIVIDUALS \*

Indicate below if: you, your spouse or the brother, sister, parent, or child of you or your spouse is a current or former: member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee:

Position Held	Mark (✓)		Name of Position of Job Held (Senator, representative, name of board/commission, data entry, etc.)	For How Long?		What is the person(s) name and how are they related to you? (i.e., Jane Q. Public, spouse, John Q. Public, Jr., child, etc.)	Relation
	Current	Former		From MM/Y	To MM/Y		
General Assembly							
Constitutional Officer							
State Board or Commission Member							
State Employee							

None of the above applies

### FOR AN ENTITY (BUSINESS) \*

Indicate below if any of the following persons, current or former, hold any position of control or hold any ownership interest of 10% or greater in the entity: member of the General Assembly, Constitutional Officer, State Board or Commission Member, State Employee, or the spouse, brother, sister, parent, or child of a member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee. Position of control means the power to direct the purchasing policies or influence the management of the entity.

Position Held	Mark (✓)		Name of Position of Job Held (Senator, representative, name of board/commission, data entry, etc.)	For How Long?		What is the person(s) name and what is his/her % of ownership interest and/or what is his/her position of control?	Ownership Interest (%)	Position of Control
	Current	Former		From MM/Y	To MM/Y			
General Assembly								
Constitutional Officer								
State Board or Commission Member	X		Gov. Comm'n People with Disabilities	8/17	8/2013	Abtin Mehdizadegan	N/A	Partner
State Employee	X		Adjunct Professor	8/17	12/23	Abtin Mehdizadegan	N/A	Partner

None of the above applies See attached.

**Contract and Grant Disclosure and Certification Form**


**Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the agency.**

**As an additional condition of obtaining, extending, amending, or renewing a contract with a state agency I agree as follows:**

1. Prior to entering into any agreement with any subcontractor, prior or subsequent to the contract date, I will require the subcontractor to complete a **CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM**. Subcontractor shall mean any person or entity with whom I enter an agreement whereby I assign or otherwise delegate to the person or entity, for consideration, all, or any part, of the performance required of me under the terms of my contract with the state agency.
2. I will include the following language as a part of any agreement with a subcontractor:  

*Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of the terms of this subcontract. The party who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the contractor.*
3. No later than ten (10) days after entering into any agreement with a subcontractor, whether prior or subsequent to the contract date, I will mail a copy of the **CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM** completed by the subcontractor and a statement containing the dollar amount of the subcontract to the state agency.

**I certify under penalty of perjury, to the best of my knowledge and belief, all of the above information is true and correct and that I agree to the subcontractor disclosure conditions stated herein.**

Signature  Title Partner Date 3/6/2024  
Vendor Contact Person Austin Mehdi Zadeh Title Partner Phone No. 501-529-1163

Agency use only  
Agency Number \_\_\_\_\_ Agency Name \_\_\_\_\_ Agency Contact Person \_\_\_\_\_ Agency Contact \_\_\_\_\_  
Contract Number \_\_\_\_\_ or Grant No. \_\_\_\_\_

**Supplement to Contract and Grant Disclosure and Certification Form**

1. Abtin Mehdizadegan was an adjunct professor of employment law at the UA William H. Bowen School of Law from August 2018 until December 2023. From approximately 2013 through 2015, Abtin Mehdizadegan served on the Governor's Commission for People with Disabilities. Abtin Mehdizadegan is a partner with Hall Booth Smith, P.C. He is not on the management committee of the firm and does not have power to direct purchasing policies. As a partner, Abtin Mehdizadegan has some influence in the management of Hall Booth Smith, P.C.
  
2. Julie Hill and Joseph Kraska are associates of Hall Booth Smith, P.C. Julie Hill's father is a member of the General Assembly. Joseph Kraska is a member of the Arkansas Air Guard. Neither Julie Hill nor Joseph Kraska own any interest in Hall Booth Smith, P.C. or otherwise hold positions of control. This information is supplied in an abundance of caution for transparency purposes.



DEPARTMENT OF TRANSFORMATION AND SHARED SERVICES  
OFFICE OF STATE PROCUREMENT

**COMBINED CERTIFICATIONS FOR CONTRACTING WITH THE STATE OF ARKANSAS**


Pursuant to Arkansas law, a vendor must certify as specified below and as designated by the applicable laws.

- 1. Israel Boycott Restriction:** For contracts valued at \$1,000 or greater.  
A public entity shall not contract with a person or company (the "Contractor") unless the Contractor certifies in writing that the Contractor is not currently engaged in a boycott of Israel. If at any time after signing this certification the Contractor decides to boycott Israel, the Contractor must notify the contracting public entity in writing. See Arkansas Code Annotated § 25-1-503.
- 2. Illegal Immigrant Restriction:** For contracts valued at \$25,000 or greater.  
No state agency may contract for services with a Contractor who employs or contracts with an illegal immigrant. The Contractor shall certify that it does not employ, or contract with, illegal immigrants. See Arkansas Code Annotated § 19-11-105.
- 3. Energy, Fossil Fuel, Firearms, and Ammunition Industries Boycott Restriction:** For contracts valued at \$75,000 or greater.  
A public entity shall not contract unless the contract includes a written certification that the Contractor is not currently engaged in and agrees not to engage in, a boycott of an Energy, Fossil Fuel, Firearms, or Ammunition Industry for the duration of the contract. See Arkansas Code Annotated § 25-1-1102.
- 4. Scrutinized Company Restriction:** Required with bid or proposal submission.  
A state agency shall not contract with a Scrutinized Company or a company that employs a Scrutinized Company as a subcontractor. A Scrutinized Company is a company owned in whole or with a majority ownership by the government of the People's Republic of China. A state agency shall require a company that submits a bid or proposal for a contract to certify that it is not a Scrutinized Company and does not employ a Scrutinized Company as a subcontractor. See Arkansas Code Annotated § 25-1-1203.

By signing this form, the Contractor agrees and certifies they are not a Scrutinized Company and they do not currently and shall not for the aggregate term a resultant contract:

- Boycott Israel.
- Employ or contract with illegal immigrants.
- Boycott Energy, Fossil Fuel, Firearms, or Ammunition Industries.
- Employ a Scrutinized Company as a subcontractor.

Contract Number: 4600054260 Description: Professional Consultant Services  
Agency Name: Board of Corrections  
Vendor Number: 100249276 Vendor Name: Hall Booth Smith, P.C.

  
Vendor Signature

3/11/2024  
Date



HALL BOOTH SMITH, P.C.  
ATTORNEYS AT LAW

Abtin Mehdizadegan  
Phone: 501.503.4445  
abtin@hallboothsmith.com

200 River Market Avenue  
Suite 500  
Little Rock, AR 72201

Office: 501.214.3499  
Fax: 501.604.5566  
www.hallboothsmith.com

Arkansas Board of Corrections  
P.O. Box 20550  
White Hall, AR 71612

**RE: Engagement Letter for Legal Services and Supplement**

This letter serves as a supplement to my engagement agreement for legal services, retroactive to December 8, 2023. Specifically, this letter will confirm that I have been retained as Special Counsel to the Arkansas Board of Corrections pursuant to Ark. Code Ann. § 25-16-711 to challenge certain legislation impacting the Board's power in light of the conflicting positions of the Attorney General regarding Amendment 33's application to the Board.

This letter will also confirm that I have been retained to take all legal action necessary to protect and preserve the Board's interests. Pursuant to that authority, on December 14, 2023, I filed a declaratory judgment lawsuit to challenge the legislation at issue, and on December 15, 2023, the Attorney General filed a lawsuit alleging violations of the Arkansas Freedom of Information Act in which the Attorney General sought to disqualify me from continued representation of the Board in the Amendment 33 lawsuit. In light of the exigent circumstances caused by the Attorney General's actions, and because the FOIA lawsuit, my representation as special counsel, and the pending Amendment 33 litigation are interrelated, I entered an appearance in the FOIA lawsuit pursuant to the December 14, 2023 motion authorizing me to take all necessary legal action. Based on the pleadings, arguments, and developments to-date, I believe the Board of Corrections and the Attorney General have another conflicting opinion regarding the application of a statute. In particular, the Attorney General has a different opinion regarding the application of Ark. Code Ann. § 25-16-711 as well as the Arkansas FOIA. This engagement agreement will serve as supplemental authority to file a counterclaim in the FOIA lawsuit to challenge Ark. Code Ann. § 25-16-702's application to the Board, and to further resolve the question of whether the Attorney General has standing to sue for alleged civil violations of the FOIA.

My standard hourly rate for government clients is currently \$285.00. Associates will bill at a rate of \$240.00 per hour; and paralegals will be billed at a rate of \$200.00 per hour. Our fees and costs will be billed monthly and are payable pursuant to the Board's extant policies. Time spent responding to FOIA requests will be billed at the same rates. Our invoices will be submitted monthly, and they will itemize the time expended on this matter and provide a description of services rendered. This engagement agreement specifically authorizes me to request the assistance of any associate or partner in my law firm at the rates set forth herein, including but not limited to Todd Wooten, Julie Hill,

LITTLE ROCK, AR

ALABAMA | ARKANSAS | COLORADO | FLORIDA | GEORGIA | MONTANA | NEW JERSEY | NEW YORK  
NORTH CAROLINA | OKLAHOMA | SOUTH CAROLINA | TENNESSEE



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Joseph Kraska, Joseph Stepina, Allison Scott, and Garrett Bannister. Each invoice will also request reimbursement of any actual out-of-pocket disbursements expended by this Firm in connection with our representation. Except for filings or other exigencies, we will not incur third-party expenses in excess of \$500.00 without advance approval. Please note that our rates may increase next year as part of the Firm's standard processes. If rates increase on this matter, I will alert you of same.

As a client, you have the right at any time to terminate our services and representation upon written notice to the Firm. In the event of termination of representation, your file will be made available to you and will be retained and destroyed in accordance with our ethical obligations. Likewise, we reserve the right to withdraw from our representation if any fact or circumstance arises that would make our continuing representation unlawful or unethical. The above agreements will also apply to services rendered for such future matters that we mutually agree will be handled by the Firm.

#### **Additional Terms**

**Restriction of Boycott of Israel.** In accordance with Arkansas Code § 25-1-503, this Firm hereby certifies and agrees that it is not currently engaged in, and agrees for the duration of the Agreement not to engage in, a boycott of Israel.

**Restriction of Boycotts of Certain Products.** In accordance with Ark. Code Ann. § 25-1-1102, Hall Booth Smith, P.C. certifies that neither the law firm nor the attorneys assisting with this matter are currently engaged in, nor will become engaged in, any boycott of energy, fossil fuels, firearms, and ammunition industries.

**Governing Law.** This Agreement shall be governed by the laws of the State of Arkansas, without regard to Arkansas's conflict of law principles.

Thank you again for considering me for this engagement.

Sincerely,

HALL BOOTH SMITH, P.C.

  
Abtin Mehdizadegan

**ACCEPTANCE OF ENGAGEMENT AGREEMENT**

By signing below, I represent that the Board of Corrections accepts the terms of this engagement agreement for legal services retroactive to December 8, 2023.

By: Benny Magness  
Benny Magness, Chairman of the Board

12-22-23  
Date

By: William "Dubs" Byers  
William "Dubs" Byers, Secretary of the Board

12-22-23  
Date

ELECTRONICALLY FILED  
Pulaski County Circuit Court  
Terri Hollingsworth, Circuit/County Clerk  
2024-Jan-19 10:59:04  
60CV-23-9598  
C06D11 : 8 Pages

**IN THE CIRCUIT COURT OF PULASKI COUNTY, ARKANSAS  
ELEVENTH DIVISION**

**ARKANSAS BOARD OF CORRECTIONS; and  
BENNY MAGNESS, in his official capacity as  
CHAIRMAN OF THE ARKANSAS  
BOARD OF CORRECTIONS**

**PLAINTIFFS**

**v. CASE NO. 60CV-23-9598**

**SARAH SANDERS, in her official capacity as  
GOVERNOR OF ARKANSAS;  
JOE PROFIRI, in his official capacity as  
SECRETARY OF THE ARKANSAS  
DEPARTMENT OF CORRECTIONS; and the  
ARKANSAS DEPARTMENT OF CORRECTIONS**

**DEFENDANTS**

**ORDER**

The Court, having held a hearing on this matter on January 4, 2024, considered the petition and motions presented, as well as the evidence and testimony presented, and the arguments regarding the same, makes the following findings:

1. This Court had jurisdiction over the parties and subject matter of this action.
2. On December 14, 2023, the Plaintiffs filed their Verified Complaint against the above-named Defendants seeking a declaratory judgment and injunctive relief relating to Acts 185 and 659 of 2023 (the "Challenged Legislation"), which the Plaintiffs allege violate Amendment 33 of the Arkansas Constitution.

3. Subsequently, the Parties filed various motions, including the Defendants' Motion to Disqualify and Motion to Dismiss and Plaintiffs' Motion to Disqualify and Motion for Temporary Restraining Order or Alternatively Motion for Preliminary Injunction.

4. On December 15, 2023, the Court entered a temporary restraining order enjoining the Challenged Legislation and setting a hearing for December 28, 2023, pursuant to Rule 65 of the Arkansas Rules of Civil Procedure.

5. On December 28, 2023, Plaintiffs filed an Emergency Motion for Continuance and Extension of the temporary restraining order because Plaintiffs' lead counsel's wife went into labor. Because good cause was established, the Court granted Plaintiffs' Emergency Motion for Continuance and Extension and continued the temporary restraining order until January 4, 2024.

6. The Parties, through counsel, appeared at the January 4, 2024 hearing and presented argument, evidence, and testimony. Specifically, after the Parties' counsel delivered opening statements,<sup>1</sup> Plaintiffs presented testimony from Benny Magness, Chairman of the Board; Dr. William "Dubs" Byers, Secretary of the Board; Tommy James, Senior Auditor with the Compliance Division of the Board; and Jerry Bradshaw, who served as Director of the Division of Community Corrections until his voluntary retirement on December 31, 2023. Defendants called one witness: Mark Colbert, Compliance Attorney/Administrator for the Board of Corrections. After the Parties delivered closing arguments, the Court delivered the following bench rulings on the Parties' pending Motions:

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<sup>1</sup> Defendants' counsel did not argue or address the merits of Plaintiffs' challenge during their opening statement or otherwise during closing arguments.

**Plaintiffs' Motion to Disqualify the Attorney General's Office**

7. The Plaintiffs' Motion to Disqualify Attorney General's Office is denied.

8. Even though the Court acknowledges the unique position of the Attorney General's Office as the legal representative for the State of Arkansas, its agencies, officers, and other entities, and that the testimony presented is that the Attorney General's Office has represented Plaintiffs on numerous occasions, the Court is not inclined to disqualify the Attorney General's Office solely because the Attorney General's Office represents Plaintiffs in a pending federal class action.

9. Notwithstanding, the Attorney General's unique position does not exempt that Office from the Arkansas Rules of Professional Conduct. *Holloway v. Arkansas State Bd. of Architects*, 79 Ark. App. 200, 214, 86 S.W.3d 391, 400 (2002), *aff'd in part, rev'd in part*, 352 Ark. 427, 101 S.W.3d 805 (2003); ARK. R. PROF. COND. 1.7.

10. The Arkansas Rules of Professional Conduct apply to all attorneys licensed to practice in this State, including to the Attorney General and his staff.

11. The Court is particularly concerned about the participation in this lawsuit by Christine Cryer, who recently worked for the Department of Corrections, prior to being listed as counsel on this case. Ms. Cryer and Mr. Brascher filed entry of appearances and were signatories in several pleadings filed in this matter. Although, there is no testimony that Ms. Cryer did anything improper in this case, it is the appearance of impropriety that is concerning. Therefore, Ms. Cryer -- and also as an abundance of caution -- Mr. Justin Brascher shall not be allowed to participate in any aspect of this case in any manner.

12. Accordingly, the Court orders that Justin Brascher and Christine Cryer of the Attorney General's Office shall not participate in any aspect of this case.

13. The Attorney General's Office is directed to take all necessary measures to enforce this restriction.

**Defendants' Motion to Disqualify Abtin Mehdizadegan  
and his Law Firm as Special Counsel**

14. Defendants' Motion to Disqualify Plaintiffs' counsel is denied. The Court finds Defendants' arguments in support of disqualification fail for several reasons.

15. The Board of Corrections was created by Amendment 33 of the Arkansas Constitution.

16. Section 1 of Amendment 33 specifically defines "the term of office of members of the boards or commissions charged with the management or control of all charitable, penal, or correctional institutions[.]" ARK. CONST. amend. XXXIII, § 1.

17. The Court's interpretation of Amendment 33 is quite clear: the Board of Corrections is a constitutionally created board, making the Board's members constitutional officers for purposes of section 25-16-711 of the Arkansas Code. Thus, contrary to the Defendants' arguments that section 25-16-702 applies, the Court finds that the Board of Corrections had the legal authority to hire special counsel pursuant to section 25-16-711 of the Arkansas Code because the Board is a constitutional board, its members are constitutional officers, and from the pleadings, argument, and testimony presented, it is clear that the Attorney General and the Board of Corrections disagree about the proper interpretation of Amendment 33, section 25-16-702, and section 25-16-711.

18. Therefore, Defendants' Motion to Disqualify special counsel is denied.

**Defendants' Motion to Dismiss**

19. Defendants' Motion to Dismiss is denied.

20. Defendants argued that Plaintiffs lack standing to bring this lawsuit because they are not “persons” as defined by the Declaratory Judgment Act. *See* ARK. CODE ANN. § 16-111-101 *et seq.* This argument fails.

21. Based on the previous rulings by the Arkansas Supreme Court considering whether other government entities or officers are “persons,” the Court finds that Plaintiffs have standing as “persons” under the Declaratory Judgment Act as defined by Act 274 of 1953. *See Brown v. State*, 2017 Ark. 232, 522 S.W.3d 791; *Valley v. Bogard*, 342 Ark. 336, 342–43, 28 S.W.3d 269, 272–73 (2000) (abrogated in part by *State v. Jernigan*, 2011 Ark. 487, 385 S.W.3d 776); *Vibo Corp. v. State ex rel. McDaniel*, 2011 Ark. 124, 380 S.W.3d 411.

22. Plaintiffs have standing to pursue a declaratory judgment finding that the Challenged Legislation is unconstitutional.

23. Consequently, Defendants' Motion to Dismiss is denied.

#### **Plaintiffs' Motion for Preliminary Injunction**

24. Having determined that Plaintiffs have the legal authority to hire outside counsel and that they have standing under the Declaratory Judgment Act, the Court considered Plaintiffs' Motion for a Preliminary Injunction.

25. Pursuant to Rule 65 of the Arkansas Rules of Civil Procedure, the Court finds that Plaintiffs satisfied their burden of proving irreparable harm if the preliminary injunction is not granted and the likelihood of success on the merits. *See Ark. Dep't of Educ. v. Jackson*, 2023 Ark. 105, 7, 669 S.W.3d 1, 6; *Ark. Dep't of Hum Servs. v. Ledgerwood*, 2017 Ark. 308, 9, 530 S.W.3d 336, 343.

26. Plaintiffs identified irreparable harm in the absence of an injunction for several reasons.

27. First, the evidence and testimony presented established that the Secretary of Corrections exhibited insubordination towards the Board of Corrections by, among other things, opening prison beds without the Board's approval. Further, even after the Board voted to place him on leave with pay status on December 14, 2023, Secretary Profiri refused to recognize the Board's authority and announced his intention to remain working. Secretary Profiri even refused to take physical possession of the letter notifying him that he was placed on leave with pay. The irreparable harm is directly attributable to Act 185 of 2023, which purportedly required the Secretary of Corrections to serve at the pleasure of the Governor.

28. Second, irreparable harm was also demonstrated by the Governor's multiple statements indicating that Secretary Profiri would continue serving in that capacity even after he was placed on leave. Placing Secretary Profiri on leave with pay did not resolve the irreparable harm Plaintiffs articulated. The evidence presented was that an inmate took his own life on December 15, 2023 and that, due to inadequate staffing, he was not found for at least one hour. At the time of death, there were three corrections officers performing the work of five corrections officers.

29. Third, irreparable harm was also demonstrated by Plaintiffs' witnesses who identified the uncertainty presented by the Challenged Legislation as it relates to the performance of their constitutional and statutory duties to manage the Department of Corrections and its Divisions. Fundamentally, Plaintiffs established that the Challenged Legislation interferes with the exercise of their constitutional rights to manage and control the Department of Corrections, and that showing supports a finding of clear and present need for equitable relief to prevent irreparable constitutional injury under



Amendment 33. Sections 12-27-107(c) and 12-27-126(c), for instance, as amended, were to become effective as of January 1, 2024.

30. Plaintiffs likewise demonstrated a likelihood of success on the merits because the Challenged Legislation diminished the powers vested in the Board of Corrections by Amendment 33. The Board has historically supervised the Secretary of Corrections and the Directors of the Divisions of Corrections and Community Corrections. Those Department leaders implement the Board's substantive policy decisions. If the Board is statutorily precluded from directly supervising those positions, then—as demonstrated by this litigation—the Board cannot effectively perform its constitutional mandate to independently manage the affairs of the Department of Corrections.

31. The balance of equities weighs heavily in favor of enjoining the Challenged Legislation so that the Board can regain and retain control over the Department for which it has general superintending responsibility, as the potential harm to inmates, staff, and the community at large far outweighs any interest in the continued enforcement of allegedly unconstitutional legislation like Acts 185 and Sections 79 and 89 of Act 659. This harm cannot be adequately compensated by money damages or redressed in a court of law. It is clear to this Court that this dispute will be ongoing until this matter is fully determined. Therefore, this Court deems it appropriate to keep the injunction in place until such time this matter is resolved.

32. The Court grants Plaintiffs' Motion for Preliminary Injunction. Therefore, the Challenged Legislation—sections 25-43-403(a)(2)(a), 12-27-107(c), and 12-27-126(c) of the Arkansas Code—shall remain enjoined.

33. The Secretary of Corrections and the Directors of the Divisions of Corrections and Community Corrections shall continue serving at the pleasure of and reporting directly to the Board of Corrections.

34. This preliminary injunction applies to Defendants, their officers, agents, servants, employees, attorneys, and other persons who are in active concert or participation with Defendants and Defendants' officers, agents, servants, employees, and attorneys, until the final hearing.

35. No security is required for this preliminary injunction pursuant to Rule 65(c) of the Arkansas Rules of Civil Procedure.

IT IS SO ORDERED.



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THE HONORABLE PATRICIA A. JAMES

DATE: 1/19/24