

Department of Engineering
Tim Bryan, P.E., County Engineer

3137 South Liberty Street, Canton, MS 39046
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MEMORANDUM

October 1, 2020

To: Sheila Jones, Supervisor, District I
Trey Baxter, Supervisor, District II
Gerald Steen, Supervisor, District III
Karl Banks, Supervisor, District IV
Paul Griffin, Supervisor, District V

From: Tim Bryan, P.E., PTOE
County Engineer

Re: Legal Contract for Eminent Domain
Reunion Parkway Phase 3

The Engineering Department is recommending the approval the contract from Price and Zirulnik, PLLC, for legal services associated with eminent domain proceedings for certain parcels in connection with Reunion Parkway Phase 3. Services will be billed hourly at \$150.00/hr for principals and \$135.00/hr for associates.

PRICE & ZIRULNIK, PLLC

ATTORNEYS AT LAW
750 Woodlands Parkway, Suite 205
Ridgeland, Mississippi 39157

Barry Zirulnik*

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September 30, 2020

Brad Engels, P.E.
Senior Associate
Stantec Consulting Services, Inc.
101 Webster Circle, Suite 101
Madison, MS 39110

Re: Reunion Parkway, Madison County

Dear Brad:

In follow-up to our telephone conversation, this letter will serve as a proposal for legal services in connection with eminent domain proceedings as may be needed to acquire certain property in connection with the Madison County Reunion Parkway Project. This proposal is, of course, contingent upon the fulfillment by Madison County, by and through its agents, of any and all requirements in connection with Chapter 37 of the Mississippi Code (Section 43-7-1 et seq.) governing Acquisition of Real Property Using Public Funds, which sets forth certain policies and requirements prior to initiating condemnation proceedings.

Scope of Services: As Primary Consultant/Project Manager for Madison County, Mississippi, this letter is intended to provide Stantec Consulting Services, Inc. ("Stantec") with the terms and conditions under which Price & Zirulnik, PLLC (hereinafter individually and collectively referred to as "Attorney/Law Firm") shall, upon written request, be available on a will call or as needed basis to provide Madison County, Mississippi with general legal services for acquisition of needed right of way, including but not limited to, representing Madison County, Mississippi in transactional work, court matters and litigation, and meeting with officials, witnesses and representatives as necessary for negotiation, mediation, arbitration and/or litigation regarding any cases assigned to the Attorney/Law Firm.

As the attorney for Madison County, I will have primary responsibility for the representation in any eminent domain proceeding/lawsuit and I may, in my sole discretion, associate other legal counsel and legal assistants as I believe appropriate to the particular circumstances of the given case. The legal counsel I will provide to Madison County will be in accordance with this letter and in reliance upon information and guidance provided by Madison County and Stantec as its Primary Consultant/Project Manager. I will keep both the County and by extension through its contractual authority, Stantec, reasonably informed of progress and developments in the legal proceedings/lawsuit, as well as respond to any inquiries.

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Either at the commencement or during the course of my representation, I or another associated attorney may express opinions or beliefs concerning the proceedings/lawsuit or various courses of action and the results that “might” be anticipated. Any such statements are intended to be an expression of opinion only, based on information available to us at the time, and should not be construed by either Madison County or Stantec as a promise or guarantee.

Client Responsibilities: To enable me to represent Madison County effectively, Madison County and, by extension, Stantec collectively agree to cooperate fully with me in all matters relating to the proceedings/lawsuit; further, you collectively agree to fully and accurately disclose to me all facts and documents that may be relevant to the proceedings/lawsuit. It will be necessary for you to make any representatives or agents of Madison County, to include employees of Stantec, available to me to attend meetings, discovery proceedings, conferences, hearings, and other proceedings that may arise during this representation.

Madison County, Mississippi and by extension Stantec as its authorized agent, understand that all pleadings and discovery responses must be supported by facts, and responses to discovery matters must be provided within time frames established by law and rules of court and agree(s) to cooperate fully and in a timely manner to provide such discovery responses.

The Attorney/Law Firm agrees to follow the most recent version of the “Special Counsel Eminent Domain Checklist” as promulgated by the office of the Attorney General of the State of Mississippi, to include the taking of all necessary steps to exercise the right of immediate title and possession to the subject property, when available under Miss. Code Ann. Sections 11-27-81 to 91.

Period of Performance: The term of any forthcoming engagement for legal services shall commence on the date reflected in the minutes as approved by the Madison County Board of Supervisors to commence any condemnation proceedings, and shall continue until the conclusion of all work assignments unless terminated earlier, and at the will of the client. As permitted or required under any applicable standards of professional conduct or rules of court, or upon reasonable notice to you, I may withdraw from your representation in any proceeding /lawsuit, should Madison County or Stantec, by extension as its authorized agent in connection with its responsibilities as Primary Consultant/Project Manager, fail to meet your obligations under this agreement, or should a conflict of interest develop.

Coordinator of Services: It is the understanding of the Attorney/Law Firm that Madison County, Mississippi, and by extension Stantec as its authorized agent, shall be responsible for coordinating the completion of necessary plans, surveys, descriptions, appraisals, and fair market value offers constituting conditions precedent to initiating eminent domain proceedings. The Attorney/Law Firm will provide any requested assistance in preparation of Orders/Resolutions authorizing condemnation.

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Relationship of Parties: The Attorney/Law Firm shall be an Independent Contractor and the legal services shall not be based on an employer-employee relationship.

Fees and Costs: My fees will be based on the amount of time spent on behalf of Madison County, Mississippi in the specific assigned case. My hourly billing rate is \$150.00 per hour and legal counsel that I believe appropriate to associate in the particular circumstances of the given case will be billed at an hourly billing rate of \$135.00 per hour. Billing will be in increments of six (6) minutes. The rate are based generally on experience and special knowledge. The rate multiplied by the time expended on behalf of Madison County will be the initial basis for determining the fee.

Typical costs you might incur in connection with legal representation include, but are not limited to, items such as special postage, delivery charges, photocopy, travel expenses, computerized legal research, service of process fees and newspaper charges associated with service by publication as may be required, witness fees, filing fees, court reporter's fees for the taking of any deposition, deposition transcript fees and fees charged by expert witnesses necessary to represent the interests of Madison County in assigned matters. Typically the client or its designated representative will separately contract with the expert witness regarding his/her fees and expenses. If expert witnesses are to be retained by Price & Zirulnik, PLLC, these third party charges will discussed with you in detail beforehand and a separate written agreement for a given experts charges shall be agreed upon in advance and paid within forty-five (45) days of receipt of the expert's invoice. I do not normally charge for secretarial work unless there is a situation that requires overtime staff work.

Thank you for the opportunity to provide this proposal.

Sincerely Yours,


Barry S. Zirulnik