

LEGAL SERVICES AGREEMENT

THIS Agreement is made and entered into by and between the North Carolina Department of Transportation, an agency of the State of North Carolina (hereinafter, "Agency") and Teague Campbell Dennis & Gorham, LLP, 4700 Falls of Neuse Road, Suite 450 (27609), P.O. Box 19207, Raleigh, N.C. 27619-9207, 919.873.0166 telephone, 919.873.1814 fax.

WITNESSETH

- 1) WHEREAS, Agency agrees to hire the services of Teague Campbell Dennis & Gorham, LLP, 4700 Falls of Neuse Road, Suite 450 (27609), P.O. Box 19207, Raleigh, N.C. 27619-9207, law firm (hereinafter, "Outside Counsel"), and utilize the legal services of said firm and staff, as outside legal counsel and to provide representation in the "Cases" which are identified in Attachment A, herein.
- 2) WHEREAS, Agency is authorized to retain Outside Counsel pursuant to Session Law 2014 Section 34-24, and has received approval of the Governor's office to retain Outside Counsel and provide the services described in this Agreement.

NOW THEREFORE, the Agency and Outside Counsel, for consideration of the mutual promises and covenants contained hereinafter, mutually agree as follows:

- 1) The Outside Counsel agrees to perform the required professional legal services in connection with said "Cases." If Agency desires Outside Counsel to represent Agency in additional cases not referenced in Attachment A, then Agency and Outside Counsel shall enter into a Supplemental Agreement for Legal Services to cover representation of the additional cases.
- 2) Outside Counsel shall perform work under this Agreement in accordance with direction provided by the Agency's General Counsel and its designated attorney, hereinafter "Designee."

SCOPE AND DESCRIPTION OF WORK

- 3) The scope of Outside Counsel's work will be to assist with all aspects of litigation involving claims filed against NCDOT and NCTA that relate to the North Carolina Transportation Corridor Official Map Act, "Map Act," N.C.G.S. § 136-44.50 et seq. The scope of the work includes, but is not limited to, the following:
 - a) Performing due diligence investigation and research in order to answer complaints and respond to motions and other documents filed with the court regarding the Cases.
 - b) Researching factual and legal issues related to Cases.
 - c) Interviewing witnesses, performing site inspections, consulting with Agency and its Designee as needed.
 - d) Timely filing necessary court pleadings, motions, briefs and other documents.
 - e) Timely responding to and serving discovery requests, and deposing necessary lay and expert witnesses.
 - f) Satisfying all other deadlines as they relate to the Cases, including court filings, discovery, mediations, and other matters.
 - g) Consulting with Agency, its Designee, witnesses, and consultants.
 - h) Representing Agency at depositions, hearings, trials and other proceedings.
 - i) Appearing on behalf of Agency in court.
 - j) Assisting with appellate litigation, as requested.
 - k) Providing case status updates to Designee regarding representation of the Cases.
 - l) Performing all other tasks that would reasonably be expected of legal counsel in North Carolina courts.

[Redacted]

4) [Redacted]

5) [Redacted]

6) [Redacted]

7) [Redacted]

8) [Redacted]

9) [Redacted]

10) [Redacted]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

FEEES AND COSTS

- 14) The hourly fee rates to be paid Outside Counsel for work performed under this agreement are set out in **Attachment B** herein. Hourly rates shall be billed in 15-minute increments.

- 15) Outside Counsel shall deliver to Agency's **General Counsel** on a monthly basis, one itemized invoice covering all legal services performed for all Cases during the relevant billing period. The invoice shall list, at minimum, the case name and docket number, the tasks performed and dates thereof, time spent on each task, identification of staff performing said tasks, and hourly rates.

[REDACTED]

- b) All reasonable out-of-pocket expenses incurred by Outside Counsel in the course of performing the legal services described in this Agreement that are reasonably related to representation of Agency in this matter shall be reimbursed

by Agency. These expenses include, but are not limited to, costs such as photocopying, long distance telephone charges, attorney travel expenses (which include transportation, accommodations, and meals at the State rate), telecopying expenses, computer-assisted research charges, printing costs, and secretarial overtime when required by the urgency of the matter. Outside Counsel shall forward to Agency for direct payment any expense charges that exceed \$250. The charges shall be included or attached to the monthly invoice stated above.

c) Payment of Outside Counsel's invoices will be processed for payment by Agency upon submission of said itemized invoice accompanied by proper supporting documentation and upon approval by General Counsel.

16) Travel expenses, such as hotel accommodations, parking, and mileage reimbursement shall be reimbursed as direct expenses, assuming these expenses are at the allowable government rate in compliance with State financial guidelines.

CONTACTS AND CONFLICTS OF INTEREST

17) Outside Counsel agrees that the firm's following attorneys shall constitute its primary counsel in this matter and serve as the main contact for Agency or its Designee, though other attorneys may assist in the representation as needed:

- a) *Jacob H. Wellman, Partner, JWellman@teaguecampbell.com*
- b) *Matthew Skidmore, Partner, MSkidmore@teaguecampbell.com*



[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]


28) Section § 133-32 of the General Statues and Executive Order 24 prohibits the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement and contract, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

29) It is understood that execution of this agreement creates an attorney-client relationship between Agency and Outside Counsel and all rules of professional conduct for the practice of law in North Carolina shall apply.

AGREED TO BY:

By: Jacob Wellman Date: 4/16/2015

Jacob Wellman, Esq.
Teague Campbell Dennis & Gorham, LLP
4700 Falls of Neuse Road
Suite 450 (27609)
P.O. Box 19207
Raleigh, N.C. 27619-9207
919.873.0166 tel; 919.873.1814 fax
JWellman@teaguecampbell.com

Law Firm's Federal Tax ID Number: 

By: Shelley K. Blake Date: 4/21/15

Shelley R. Blake

General Counsel

North Carolina Department of Transportation

1 South Wilmington Street

Raleigh, North Carolina 27601

srblake@ncdot.gov

919.707.2800

ATTACHMENT A

"Cases" for which Outside Counsel shall provide Agency legal representation are set out below:

Forsyth County. Winston-Salem Northern Beltway. R-2247 Western Loop. U-2579 Eastern Loop					
TC	1	Berrier, Don M.	e	14-cvs-6311	
TC	1	Blanchard, Paul D.		14-cvs-5703	
TC	1	Houck, Gregory Scott		14-cvs-5702	
TC	1	Houck, Gregory Scott	w	14-cvs-5702	
TC	1	1 Blackford, Ken		15-cvs-301	
TC	1	1 Weeks, Shawn G.		15-cvs-610	
Total	6				
Guilford County. Greensboro Northern Urban Loop.					
TC	1	Grundman, Robert and wife, Linda L.		15-cvs-4277	U-2525C
TC	1	Summers, Michael K and wife, Brenda B.		15-cvs-4276	U-2525C
Total	2				
Cumberland County. Fayetteville Outer Loop. U-2519					
TC	1	McFadyen f/k/a Janice Garvey Melton v NCDOT		15-cvs-340	
TC	1	Young, Roland D. v NCDOT		15-cvs-339	
TC	1	Bennett, Orville H. and wife, Amelia P. Bennett v NCDOT		15-cvs-338	
TC	1	Fitzgerald, Edith Jackson		15-cvs-1875	U-2519
TC	1	Hatto, Hasan, et ux		15-cvs-1877	U-2519
TC	1	Hito, Ala Mohammad		15-cvs-1876	U-2519
Total	6				
Wake County Cases. I-540 Southeast Extension to Triangle Expressway					
TC	1	Tawfiq A. Ghani & Suleman Asad v NCTA		14-cvs-12950	R-2721
TC	1	Wingo, Earl R. and wife, Kelley L. Wingo		14-CVS-13039	R-2721
Total	2				
Grand Total	16				

ATTACHMENT B

Outside Counsel shall bill Agency at the following rates for the following services:

Teague Campbell Dennis & Gorham, LLP

- 1) \$250 per hour for partners.
- 2) \$225 per hour for associates.
- 3) \$125 per hour for paralegals.