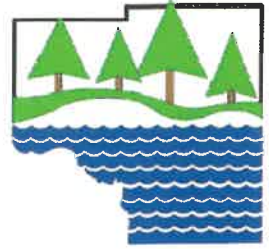




**ITASCA COUNTY
REGIONAL RAILROAD AUTHORITY**

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744
(218) 327-2847



Thursday, December 12, 2024

12:30 PM

Itasca County Boardroom

FINAL

SPECIAL SESSION MINUTES

I. CALL TO ORDER

Chair Johnson called the meeting to order at 12:30 PM.

Attendee Name	Title	Status	Arrived
Cory Smith	District #1	Present	12:30 PM
Terry Snyder	District #2	Absent	
John Johnson	District #3	Present	12:30 PM
	District #4	Vacant	
Casey Venema	District #5	Present	12:30 PM

II. DISCUSSION / INFORMATIONAL

1. Request for Retention of Outside Legal Counsel

Motion To: Authorize the retention of Mullins Law Group for legal guidance and counsel with issues related to the proposed use of rail lines over which ICRRRA has jurisdiction and authority, and authorize the Chair to signed the proposed Engagement Letter.

RESULT:	APPROVED (3 TO 0)
MOVER:	Commissioner Casey Venema
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, John Johnson, Casey Venema
ABSENT:	Terry Snyder
VACANT:	District #4

III. ADJOURN

Chair Johnson adjourned the meeting at 12:37 PM.

ATTEST

Amanda Schultz
Deputy Clerk of the County Board

Casey Venema
Chair, Regional Railroad Authority



**ITASCA COUNTY
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Itasca County Courthouse
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Grand Rapids, MN 55744

II.1.

Thursday, December 12, 2024

REQUEST FOR BOARD ACTION: RBA-2024-473

DEPARTMENT: Attorney

TIME REQUESTED: 15 Minutes

PRESENTER: Jacob Fauchald, Karin Grandia

AGENDA ITEM:

Request for Retention of Outside Legal Counsel

BOARD ACTION REQUESTED:

Authorize the retention of Mullins Law Group for legal guidance and counsel with issues related to the proposed use of rail lines over which ICRRA has jurisdiction and authority, and sign-off on the proposed Engagement Letter.

BACKGROUND:

SUPPORTING DOCUMENTATION:

1. Itasca County MN Engagement Letter (Final)

MULLINS LAW GROUP PLLC

Transportation Solutions for the 21st Century

2001 L Street NW, Suite 720
Washington, DC 20036

William A. Mullins
wmullins@mullinslawgroup.net
mullinslawgroup.net

Telephone: (202) 663-7850
Direct: (202) 663-7823
Facsimile: (202) 459-2115

November 5, 2024

Jacob Fauchald
Assistant County Attorney
Itasca County, MN
123 NE 4th Street
Grand Rapids, MN 55744
E-Mail: jacob.fauchald@co.itasca.mn.us

Dear Jacob:

Thank you for retaining the services of Mullins Law Group PLLC (the "Firm") to provide legal and strategic advice to Itasca County, Minnesota ("Itasca County"). The purpose of this letter is to confirm our agreement regarding the terms under which the Firm will provide Itasca County with legal assistance and advice. The District of Columbia Bar Association requires the Firm to provide a letter of retention for each client. This retention letter confirms our agreement to perform legal services on behalf of Itasca County.

Terms

The Firm was retained to provide Itasca County with legal and strategic advice on various regulatory railroad related legal matters. The scope of our representation includes reviewing, negotiating, and/or drafting various contracts, financial documents, and agreements and providing an analysis of such documents. Additionally, the Firm has been retained to provide Itasca County with legal and strategic advice related to the Surface Transportation Board ("STB"), Federal Railroad Administration ("FRA"), and other related railroad matter advice. Our representation may also include working with Itasca County on various state and federal regulatory issues and issues involving the STB and FRA. Further, the scope of our representation may include research, reviewing and/or drafting various agreements, financial documents, pleadings, memoranda, and letters, and preparing and filing various documents with the STB, other federal agencies, and/or state or federal courts. Our services may also include consulting with various Itasca County personnel and its third-party contractors, attorneys, and consultants. Unless otherwise agreed, the Firm's services will be billed on a per-hour basis in six-minute increments. Itasca County shall be responsible for the payment of such services, plus any out-of-pocket disbursements or expenses.

Lauren Edwards and I will be the primary attorneys at the Firm responsible for undertaking

MULLINS LAW GROUP PLLC

Jacob Fauchald
November 5, 2024
Page 2 of 4

the representation. However, Itasca County understands and acknowledges that from time to time it may be necessary to utilize other attorneys, paralegals, or other professional staff in the Firm to perform certain tasks consistent with the scope of the representation. For our services on this matter, the Firm will bill on a per-hour basis in six-minute increments. The Firm will bill Itasca County monthly and will bill in accordance with the following hourly rates.

William A. Mullins (Managing Partner)	\$700
Rose-Michele Nardi (Partner)	\$625
John Edwards (Of Counsel)	\$650
Lauren Edwards (Associate)	\$425

Additional (and/or different) attorneys or paralegals would be charged at rates comparable to those above. The Firm agrees not to increase said rates before January 1, 2025, and any increased rates effective thereafter will not be greater than the Firm's standard rates for comparable services in effect for the applicable period.

Unless instructed otherwise, we will send bills for legal services directly to you monthly. Our bills will include itemized backup and will include a statement of any disbursements incurred by us about this matter. Disbursements include but are not limited to telephone expenses, facsimile transmissions, postage, overnight mail expenses, courier/messenger services, taxis or other ground transportation, in-house and outside photocopying and other duplication services, travel expenses, computer research charges, and any experts whose retention and fee arrangements have been approved in advance by you. Such expenses will be charged at cost. We will not incur disbursement expenses beyond \$500 without prior approval, except in an emergency. We expect Itasca County to pay all our properly submitted bills for legal services, disbursements, and for the services of any approved experts within thirty days of receiving them, absent a specially agreed upon alternative arrangement.

Conflicts

As you know, the Firm has represented and continues to represent airlines, trucking companies, railroads, and other transportation interests in a wide variety of matters. The conflicts check performed by the Firm has revealed that the Firm does not represent any party whose interests are currently averse to Itasca County. However, because our ongoing relationships with our existing and future clients are valuable to the Firm and to the clients, Itasca County agrees that Mullins Law Group PLLC may represent any existing clients (or new clients) whose interests may in future cases be adverse to Itasca County (in litigation, mediation, transactions or otherwise) as long as such matters are not substantially related to our engagement in a particular Itasca County matter, even if such representations would be simultaneous. If any such conflict arises, the Firm will notify Itasca County immediately.

Similarly, if Itasca County becomes involved in litigation, arbitration, mediation, or transactions

MULLINS LAW GROUP PLLC

Jacob Fauchald
November 5, 2024
Page 3 of 4

with or against one of the Firm's other existing or future clients in an unrelated matter, the Firm reserves the right to represent the other client in that unrelated matter. If any such conflict arises, the Firm will notify Itasca County immediately upon learning of any such potential conflict. Depending upon the circumstances as they then appear, and unless a mutually acceptable arrangement can be made for Itasca County's consent to our representation of the other client, it may prove necessary to terminate our relationship with Itasca County at that point.

Notwithstanding the foregoing, and if the Firm does represent another party in a matter adverse to Itasca County, the Firm agrees that to the extent any Firm attorney or employee has obtained sensitive, proprietary, or other confidential or non-public information about Itasca County in this matter, that if known to any such other client could be used by such other client in the other matter to Itasca County's material disadvantage, that such attorney and employee cannot be involved with any prospective future adverse representation against Itasca County. Additionally, the Firm agrees that in all such potential future conflicts, any information provided by Itasca County in this matter shall remain confidential and shall not be disclosed directly or indirectly to such other clients or the Firm attorneys representing such other clients.

Termination Of Engagement

If the Firm or Itasca County find it necessary to withdraw or discontinue the representation, both parties will use reasonable diligence to avoid prejudice to the rights of each other. Absent an early withdrawal or termination by either party, our attorney-client relationship will be considered terminated upon our completion of the specific services for which you have retained us to perform. If you later retain us to perform further or additional services, our attorney-client relationship will be revived, subject to these and any supplemental terms of engagement. The fact that we may inform you from time to time of developments in the law that may be of interest to you, by newsletter or otherwise, should not be understood as a revival of an attorney-client relationship. Moreover, we have no obligation to inform you of such developments in the law unless we are engaged in writing to do so. During the interval between termination and revival, the policies set forth in the following paragraph regarding confidentiality will apply.

Following the termination of our engagement, any otherwise non-public information you have supplied to us that is retained by us will be kept confidential in accordance with applicable rules of professional conduct. At your request, Itasca County's papers and property will be returned to you; our own files, including attorney work product, pertaining to the matter will be retained by us. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any such items retained by us within a reasonable time after the termination of the engagement.

MULLINS LAW GROUP PLLC

Jacob Fauchald
November 5, 2024
Page 4 of 4

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Both parties acknowledge that the Firm will receive confidential material and information from Itasca County, its employees, consultants, contractors, and clients. The Firm will treat such information in accordance with the applicable rules of the District of Columbia Bar Association and will hold (and require others to hold) all non-public materials received from Itasca County or other parties and their counsel in strict confidence, so long as they remain non-public. The Firm will not use any such confidential information for any purpose other than advising you on this project.

Conclusion

Please advise us promptly if the foregoing is not consistent with your understanding of our discussions with respect to Mullins Law Group PLLC's representation of Itasca County. If the foregoing retention agreement is acceptable to you, please sign (electronic signature is acceptable) and then return it to me. If you have any questions or would like to discuss this agreement, please do not hesitate to call me. I can be reached at (202) 663-7823.

Yours sincerely,

/s/ William A. Mullins

William A. Mullins

AGREED ON BEHALF OF ITASCA COUNTY, MINNESOTA

Signature

Title

Date

MULLINS LAW GROUP PLLC

Transportation Solutions for the 21st Century

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Washington, DC 20036

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November 5, 2024

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Jacob Fauchald
November 5, 2024
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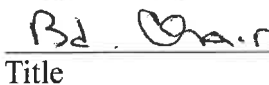
Yours sincerely,

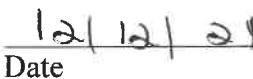
/s/ William A. Mullins

William A. Mullins

AGREED ON BEHALF OF ITASCA COUNTY, MINNESOTA


Signature


Title


Date