



Minnesota Regional Transit
Board: Records.

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REGIONAL TRANSIT BOARD

MEETING NOTICE

270 Metro Square Building
St. Paul, Minnesota
Thursday, February 18, 1988
5 to 7 p.m.

The Regional Transit Board will hold a meeting to discuss legislative training and orientation.

No action will be taken at this meeting.

Elliott Perovich
Chairman

Wanda
Beth

Jan Austin

GA
MF
KC
JK

Bob Rossmore

Jim Erickson

REGIONAL TRANSIT BOARD
ROLL CALL AND ATTENDANCE SHEET

W. Anderson

Jerry Seck

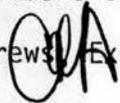
DATE: 2/15/58

BOARD OR COMMITTEE: Bd - Sept

MEMBER NAME	PRESENT	VOTE	VOTE	VOTE	VOTE	VOTE
Chairman	✓					
Doris Caranicas	✓					
Ruth Franklin	✓					
Carole Faricy	✓					
Alison Fuhr	✓					
Rochelle Graves	✓					
George Isaacs	✓					
Paul Joyce	✓					
Edward Kranz	✓					

REGIONAL TRANSIT BOARD

Suite 270 Metro Square Building, Saint Paul, Minnesota 55101
292-8789

DATE: February 10, 1988
TO: Chairman and Members of the Regional Transit Board
FROM: Gregory L. Andrews  Executive Director
SUBJECT: Amendment to Legal Services Agreement with Larkin, Hoffman, Daly
and Lindgren, Ltd.

I have attached for your review a copy of the current legal agreement with our attorneys and the proposed agreement for your review. I have taken the liberty of underlining the amending language. As you can see, the inclusion of the legislative training session (scheduled for Thursday, February 18, at 4 p.m.) is the only material change to our contract.

If the proposed agreement meets with your satisfaction, I would suggest that a motion authorizing the executive director to amend the agreement with Larkin, Hoffman, Daly and Lingren, Ltd. would be in order at the board meeting on February 16.

If you should have any questions, please contact me at your convenience.

GA/mf
Att.

REGIONAL TRANSIT BOARD

270 Metro Square Building
121 East Seventh Street
St. Paul, Minnesota 55101

CONTRACT FOR LEGAL SERVICES

RTB Contract No. _____

THIS AGREEMENT, entered into as of this _____ day of _____ 1987, by and between the law firm of Larkin, Hoffman, Daly & Lindgren, Ltd. (herein called the "Legal Advisor"), and the Regional Transit Board (herein called the "Board");

WITNESSETH THAT the Board desires the Legal Advisor to render certain professional services and both parties agree as follows:

1. Scope of Services. The Legal Advisor shall do, perform and carry out in a satisfactory and proper manner all legal services requested by the Board. Services will include but not be limited to: legal research, advice and consultation; preparation of legal memoranda and documents; contract analysis, regulation and drafting; legal representation of the Board; legislative representation and drafting; conduct a general legislative training and orientation session; legal advice and representation regarding labor and employment related matters; legal advice and technical assistance related to public finance questions, including the rendering of approving legal opinions; and any other general legal services.
2. Delivery of Services. Mr. Charles R. Weaver shall serve as the Legal Advisor's representative and shall assume primary responsibility for coordinating legal services delivery. Except for specialty legal services the attorneys and support staff listed in Exhibit A shall provide the legal services. The Legal Advisor will provide all personnel needed to perform promptly all legal services requested. The Legal Advisory understands that the services of several lawyers may be required at any time. Legal services in specialized fields may be provided from time to time by various attorneys or support staff, under the supervision of the attorneys listed in Exhibit A.
3. Data to be Furnished to Legal Advisor. The Board, through its Executive Director, shall cooperate with the Legal Advisor in every way possible to facilitate the performance of legal services without undue delay, and the Executive Director shall furnish to the Legal Advisor all information, data, reports and records of the Board which are necessary for this purpose.
4. Personnel. All of the services required hereunder will be performed by employees of the Legal Advisor (principally those listed in Exhibit A) and no services shall be subcontracted without the prior written approval of the Executive Director of the Board.

CONTRACT FOR LEGAL SERVICES

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5. Request for Legal Assistance. Legal Advisor shall provide legal assistance upon the request of the Board, its members, or authorized employees. Requests for legal services may be written or oral. The Board Chairman shall be advised of all requests for legal assistance.
6. Time of Performance. The services of the Legal Advisor are to commence on the date of the contract and shall continue until written notice of termination. The Legal Advisor agrees to furnish the Board with copies of all data, deeds, documents, opinions and supplemental papers necessary to carry out its function as may be requested by the Board.
7. Compensation, Method of Payment. The Board shall pay to the Legal Advisor the amount of such compensation as will be determined by the hours spent by the lawyers performing services under this contract and by their hourly rates generally charged, other client's hourly time charges range from \$70 to \$100 for junior lawyers and from \$100 to \$150 for senior lawyers unless a negotiated amount of compensation for a specific project or matter has been agreed upon by the Executive Director and the Legal Advisor, in which case the Board shall pay the Legal Advisor the negotiated amount at the agreed upon time. The Legal Advisor will also be reimbursed for all expenses incurred in connection with performing legal services requested. Such expenses shall include reproduction of documents, delivery services, postage, long distance telephone charges, and travel and meal expenses. Any specific expenses exceeding \$100.00 will require approval of the Board's Executive Director.

The Legal Advisor will prepare and submit to the Executive Director on or before the end of each month a reasonably detailed statement of time and charges for all time recorded and expenses incurred shown separately for each matter during the preceding calendar month, including a description of all legal services performed during such period, and RTB staff or Board person requesting services.
8. Termination of Contract. Either party may terminate this contract at any time by written notification. Upon termination, the Legal Advisor will furnish to the Executive Director copies or duplicate originals of all legal documents or memorandums prepared for the Board and not previously furnished, and all work in progress. Upon termination, the Legal Advisor shall be entitled to compensation for all legal services performed and expenses incurred prior to notification of termination.
9. Changes. Any of the terms of the contract may be changed by mutual agreement of the Board and Legal Advisor. Such changes shall be incorporated in written amendments to the contract.
10. Findings Confidential. Any reports, information, data, etc., given to or prepared or assembled by the Legal Advisor under this contract with the Board shall be kept as confidential and shall not be made available to any individual or organization by the Legal Advisor without the prior approval of the Chairman of the Board or the Board's Executive Director.

CONTRACT FOR LEGAL SERVICES

Page 3

11. Nondiscrimination. The Legal Advisor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, national origin, handicap or sexual preference and the Legal Advisor shall take affirmative action to ensure that applicants are employed and that employees are treated during their employment without regard to their race, color, creed, religion, natural origin, sex, marital status, status with regard to public assistance, disability, age, political affiliation or sexual preference. Such actions shall include but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection of training, including apprenticeship.

12. Minority and Women Businesses. The Legal Advisor shall use its best efforts to obtain goods and services from small business concerns owned and controlled by women and socially and economically disadvantaged individuals.

IN WITNESS WHEREOF, the Board and the Legal Advisor have executed this Agreement as of the date written.

LARKIN, HOFFMAN, DALY & LINDGREN, LTD.

REGIONAL TRANSIT BOARD

By: _____
Charles R. Weaver

By: _____
Gregory L. Andrews
Executive Director

Date: _____

EXHIBIT A

Hourly rates of lawyers and additional support staff for work performed pursuant to this contract:

Dick Nowlin	\$130
Charles Weaver	110
Greg Korstad	100
Tom Weaver	70
Jana Austad	20

JAMES P. LARKIN
ROBERT L. HOFFMAN
JACK F. DALY
D. KENNETH LINDGREN
ANDREW W. DANIELSON
WENDELL R. ANDERSON
GERALD H. FRIEDEL
ROBERT B. WHITLOCK
ALLAN E. MULLIGAN
ROBERT J. HENNESSEY
JAMES C. ERICKSON
EDWARD J. DRISCOLL
JAMES P. MILEY
GENE N. FULLER
DAVID C. SELLERGRIN
RICHARD J. KEENAN
JOHN D. FULLMER
ROBERT E. BOYLE
FRANK I. HARVEY
RICHARD A. FORSCHLER
RICHARD A. NORDBYE
CHARLES S. MODELL
CHRISTOPHER J. DIETZEN
JOHN R. BEATTIE
LINDA H. FISHER
THOMAS P. STOLTMAN
STEVEN G. LEVIN
FORREST D. NOWLIN
MICHAEL C. JACKMAN
JOHN E. DIEHL
JON S. SWIERZEWSKI
THOMAS J. FLYNN
JAMES P. QUINN
TODD I. FREEMAN
STEPHEN B. SOLOMON
PETER K. BECK
JEROME H. KAHNKE

LARKIN, HOFFMAN, DALY & LINDGREN, LTD.

ATTORNEYS AT LAW

1500 NORTHWESTERN FINANCIAL CENTER
7900 XERXES AVENUE SOUTH
BLOOMINGTON, MINNESOTA 55431
TELEPHONE (612) 835-3800
TELECOPIER (612) 835-5102

2000 PIPER JAFFRAY TOWER
222 SOUTH NINTH STREET
MINNEAPOLIS, MINNESOTA 55402
TELEPHONE (612) 338-6610
TELECOPIER (612) 338-1002

Bloomington

REPLY TO _____

SHERRILL OMAN KURETICH
GERALD L. SECK
JOHN B. LUNDOQUIST
THOMAS B. HUMPHREY, JR.
DAVID J. PEAT
FRANCIS E. GIBERSON
MICHAEL T. MCKIM
ANDREW J. MITCHELL
JOHN A. COTTER *
KATHLEEN M. GATES *
BEATRICE A. ROTHWEILER
PAUL B. PLUNKETT
SUSAN R. BURNIGHT
AMY DARR GRADY
ALAN L. KILDOW
KATHLEEN M. PICOTTE NEWMAN
LARRY A. KOCH
PETER J. COYLE
CATHERINE BARNETT WILSON *
BETTY A. MORNINGSTAR
JEFFREY C. ANDERSON
DANIEL L. BOWLES
JONATHAN G. LANDE
TODD M. VLATKOVICH
TIMOTHY J. MCMANUS
JILL L. FRIEDERS
GREGORY E. KORSTAD
CRAIG A. PETERSON
LISA A. GRAY
GARY A. RENNEKE
THOMAS H. WEAVER
SHANNON K. MCCAMBRIDGE
MICHAEL S. COHEN
DENISE M. NORTON

OF COUNSEL
JOSEPH GITIS
JOHN A. MCHUGH
JAMES A. BALOGH
* ALSO ADMITTED IN
WISCONSIN

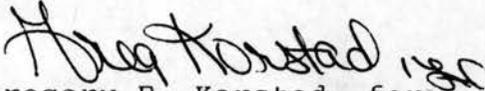
November 3, 1987

Mr. Greg Andrews
Executive Director
Regional Transit Board
270 Metro Square
St. Paul, Minnesota

Dear Greg:

Enclosed is a copy of the Contract for Legal Services that Charlie Weaver signed off on. Please feel free to contact Charlie or myself if you have any questions or comments.

Very truly yours,



Gregory E. Korstad, for
LARKIN, HOFFMAN, DALY & LINDGREN, Ltd.

Enclosure



GEK:BI3S

REGIONAL TRANSIT BOARD

270 Metro Square Building
121 East Seventh Street
St. Paul, Minnesota 55101

CONTRACT FOR LEGAL SERVICES

RTB Contract No. _____

THIS AGREEMENT, entered into as of this 17th day of August, 1987 by and between the law firm of Larkin, Hoffman, Daly & Lindgren, Ltd. (herein called the "Legal Advisor"), and the Regional Transit Board (herein called the "Board"):

WITNESSETH THAT the Board desires the Legal Advisor to render certain professional services and both parties agree as follows:

1. Scope of Services. The Legal Advisor shall do, perform and carry out in a satisfactory and proper manner all legal services requested by the Board. The Chairman of the Board, the Executive Director of the Board, or any other person as may be designated in writing by the Chairman of the Board may request, either orally or in writing, services on behalf of the Board. Services will include but not be limited to: legal research and preparation of legal memoranda; contract analysis, regulation and drafting; legal representation of the Board; legislative representation and drafting; legal advice regarding employment related matters; legal advice and technical assistance related to public finance questions, including the rendering of approving legal opinions; and any other general legal services.
2. Delivery of Services. Mr. Charles R. Weaver shall serve as the Legal Advisor's representative and shall assume primary responsibility for coordinating all legal services requested by the Board Chairman or his designee or the Executive Director. The Legal Advisor will provide all personnel needed to perform promptly all legal services requested. The Legal Advisor understands that the services of several lawyers may be required at any time.
3. Data to be Furnished to Legal Advisor. The Board, through its Executive Director, shall cooperate with the Legal Advisor in every way possible to facilitate the performance of legal services without undue delay, and the Executive Director shall furnish to the Legal Advisor all information, data, reports and records of the Board which are necessary for this purpose.

4. Personnel. All of the services required hereunder will be performed by the Legal Advisor and no services shall be subcontracted without the prior written approval of the Executive Director of the Board.
5. Time of Performance. The services of the Legal Advisor are to commence on the date of the contract and shall continue until written notice of termination. The Legal Advisor agrees to furnish the Board with copies of all data, deeds, documents, opinions and supplemental papers necessary to carry out its function as may be requested by the Board.
6. Compensation, Method of Payment. The Board shall pay to the Legal Advisor the amount of such compensation as will be determined by the hours spent by the lawyers performing services under this contract and by their hourly time charges (reasonable hourly time charges negotiated by the Board's Executive Director will be attached as Exhibit A) unless a negotiated amount of compensation for a specific project or matter has been agreed upon by the Executive Director and the Legal Advisor, in which case the Board shall pay the Legal Advisor the negotiated amount at the agreed upon time. The Legal Advisor will also be reimbursed for all expenses incurred in connection with performing legal services requested. Such expenses shall include reproduction of documents, delivery services, postage, long distance telephone charges, and travel and meal expenses. Any specific expenses exceeding \$100.00 will require approval of the Board's Executive Director.

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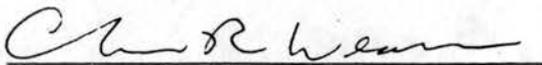
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IN WITNESS WHEREOF, the Board and the Legal Advisor have executed this Agreement as of the date written.

LARKIN, HOFFMAN, DALY &
LINDGREN, LTD.

REGIONAL TRANSIT BOARD

By:


Charles R. Weaver

By:


Gregory L. Andrews
Executive Director

Date:

11/4/87

EXHIBIT A

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Tom Weaver	70
Jana Austad	20