

**AGREEMENT FOR CIVIL MUNICIPAL LEGAL SERVICES**

THIS AGREEMENT FOR CIVIL MUNICIPAL LEGAL SERVICES (“**Agreement**”) is dated the \_\_\_\_\_ day of \_\_\_\_\_, 2025 (“**Effective Date**”) by and between the City of Maple Plain, a Minnesota municipal corporation, (“**City**”) and Hoff Barry, P.A., a Minnesota corporation (“**Hoff Barry**”); City and Hoff Barry collectively “**Parties**” and sometimes individually “**Party**”).

WHEREAS, City, a public body corporate and politic operating as a statutory city under the laws of the State of Minnesota and located in the County of Hennepin, desires to have certain civil municipal legal services provided; and

WHEREAS, Hoff Barry currently provides civil municipal legal services to the City under previous and existing letter agreements. City desires to continue to retain Hoff Barry for said civil municipal legal services.

NOW, THEREFORE, in consideration of the mutual undertakings herein, the Parties agree as follows:

1. **LEGAL SERVICES.** Hoff Barry shall provide to the City the civil municipal legal services as set forth on attached Exhibit 1, subject to the terms and conditions herein (“**Legal Services**”).
2. **RESPONSIBLE ATTORNEY AND STAFF.** Scott B. Landsman shall be designated as the primary attorney (City Attorney) to provide the Legal Services. Mr. Landsman shall be responsible for the performance of this Agreement with the assistance of other Hoff Barry attorneys and support staff. Mr. Landsman shall supervise all Legal Services provided on behalf of the City.
3. **TERM.** Hoff Barry shall continue to provide the Legal Services under the previous and existing letter agreements, with this Agreement replacing the said letter agreement commencing on January 1, 2026 and shall terminate as provided below.
4. **FEES.** The fees to the City for the Legal Services shall be billed at a rates and in a manner set forth on attached Exhibit 2 (“**Compensation and Fee Schedule**”). The fees in the Compensation and Fee Schedule are set for a five (5) year period. Prior to the end of the 5<sup>th</sup> year, the Parties agree to negotiate, in good faith, the annual fees for the years beyond the 5<sup>th</sup> year and may, if deemed prudent by the Parties, enter into an amendment to this Agreement. If no agreement is reached, then the billed rate shall increase annually at the same percentage as in the Compensation and Fee Schedule.
5. **TERMINATION.**
  - a. Hoff Barry shall serve at the pleasure of the City Council and this Agreement may be terminated without cause by resolution of the City Council.

- b. Hoff Barry may terminate this Agreement at any time by providing City at least thirty (30) days' written notice before the termination becomes effective.
6. INSURANCE. Hoff Barry agrees to maintain a policy for Professional Liability Insurance for the duration of this Agreement. The value of the policy shall not be less than the maximum municipal tort liability as established by Minnesota Statutes.
7. CONFLICT OF INTEREST. Hoff Barry shall not accept any client or project which knowingly would place it in a conflict of interest with the Legal Services to be provided to the City under this Agreement. If a conflict of interest should develop, Hoff Barry shall be responsible for taking the necessary steps to comply with the requirements of the Lawyers Code of Professional Responsibility.
8. ASSIGNMENT. Hoff Barry shall not assign any interest or obligation of this Agreement without the prior consent of the City Council.
9. GOVERNING LAW. This Agreement shall be governed by the laws of the State of Minnesota.
10. MODIFICATION. Any modification of this Agreement or additional obligation assumed by either Party shall be binding only if evidenced in writing signed by each Party or an authorized representative of each Party.

*The remainder of this page intentionally left blank, Signature page and exhibits follow*

IN WITNESS WHEREOF, the Parties herein have executed this Agreement on the Effective Date.

**CITY OF MAPLE PLAIN,**  
a Minnesota municipal corporation

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Julie Maas-Kusske,  
Mayor

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Jacob Kolander,  
City Administrator

**HOFF BARRY, P.A.,**  
a Minnesota corporation

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Scott B. Landsman,  
Chief Executive Officer

## **EXHIBIT 1**

### **LEGAL SERVICES**

The general scope of civil municipal legal services to be provided to the City include, but are not necessarily limited to, the following:

- Attend City Council meetings as requested. Attend work sessions and other commission and committee meetings as requested.
- Draft ordinances, resolutions, and correspondence as requested.
- Prepare official documents related to development, including development agreements and planned unit development agreements.
- Prepare and/or review municipal contracts, including, but not limited to, those for public improvements, contract for services, purchases, or other purposes as requested.
- Participate in meetings and discussions with City Administrator, staff, and other individuals as requested to provide legal analysis, options, and risk assessment of specific subject matter.
- Assist staff in processing licensing violations, administrative fines and suspensions, and nuisance abatement actions.
- Represent the City in acquisition and disposition of property and easements.
- Conduct occasional law updates for City Council, commissions, and staff.
- Represent the City in condemnation proceedings for public improvement projects.
- Advise and assist staff as requested in the development of Request for Proposals and formal bid documents.
- Represent the City in matters related to the enforcement of City building, property maintenance, zoning, and fire codes.
- Represent the City with state and federal regulatory agencies.
- Research and submit legal opinions on legal matters requested by City Council or City Administrator.
- Defend the City in litigation except those cases where insurance companies are required to exclusively provide defense. Work cooperatively with insurance companies as needed on litigation cases.
- Provide on a periodic basis, written updates on State and Federal legislation or judicial holdings impacting the City and suggested action or changes in operations or procedures to ensure compliance.
- Research and introduce special legislation or initiatives involving City matters as requested.
- Facilitate training sessions for elected officials and staff on topics as requested.
- Provide interpretation and advice with respect to Minnesota Data Practices Act and its application.
- Respond to City Staff day-to-day inquiries in a timely manner.

**EXHIBIT 2**

**COMPENSATION AND FEE SCHEDULE**

General Legal Services

*Fees for general legal services that are paid from the City general fund at a per hour rate*

	2026	2027	2028	2029	2030
Partners/Of Counsel	\$175	\$181	\$187	\$194	\$201
Associate Attorneys	\$160	\$171	\$177	\$176	\$182
Paralegals/Law Clerks	\$110	\$119	\$123	\$127	\$131

Litigation

*Fees for litigation related matters that are paid from the City general fund at a per hour rate*

	2026	2027	2028	2029	2030
Partners/Of Counsel	\$235	\$243	\$252	\$261	\$270
Associate Attorneys	\$205	\$212	\$219	\$227	\$235
Paralegals/Law Clerks	\$150	\$155	\$160	\$166	\$172

Non-General Fund

*Legal matters that are reimbursed by a developer, other third-party, or non-general fund at a per hour rate*

	2026	2027	2028	2029	2030
Partners/Of Counsel	\$290	\$300	\$310	\$321	\$332
Associate Attorneys	\$245	\$254	\$263	\$272	\$282
Paralegals/Law Clerks	\$160	\$166	\$172	\$178	\$184

\*rate increase per year is approximately 3.5%

The City will be billed at our cost for expenses, including, but not limited to, postage, court filing fees, process server fees, courier or delivery charges, witness fees, document recording and closing fees, court reporter transcription fees, and off-site photocopies.

The fees for legal services will be billed at 1/10-hour increments.

Hoff Barry will send the City monthly billing statements for fees and costs incurred. The billing statements will indicate, in detail, the work completed, the matter number, the individual conducting the work, the amount of time spent, the hourly rate, and the total costs for the work. The Firm will work with the City to adapt the billing format to the needs of the City.