

AGREEMENT FOR LEGAL SERVICES

This Agreement for Legal Services (“Agreement”), dated September 24, 2020, is between the East Lansing Downtown Development Authority (“DDA”) and the East Lansing Brownfield Redevelopment Authority (“BRA”), whose addresses are 410 Abbot Road, East Lansing, Michigan 48823, and Foster, Swift, Collins & Smith, P.C. (“Law Firm”), whose address is 313 S. Washington Square, Lansing, Michigan 48933. The parties mutually agree as follows.

I. Authority

Pursuant to MCL 125.4205(4) and 125.2656(4) the DDA and BRA may retain legal counsel to advise the respective Boards in the proper performance of their duties, including representing the DDA and the BRA in actions brought by or against the DDA and the BRA.

II. Appointment of Attorney

The Law Firm is appointed to serve as the Attorneys for the DDA and the BRA at the pleasure of the DDA and the BRA Board of Directors as set forth in this Agreement.

III. Fees and Expenses; Scope of Services Provided

A. Legal Services. The Law Firm will provide the legal services as directed by the DDA Board or the BRA Board, their directors, or designee.

B. Attorney Fee Hourly Rates. The Law Firm will provide legal services to the DDA and the BRA at an hourly rate of **\$225.00** for partners and senior attorneys and **\$200.00** for associates.

C. Travel Time, Mileage and Electronic Research. The Law Firm will not charge the DDA or the BRA for travel time or mileage, nor will the Law Firm charge the DDA or the BRA any cost (other than attorney fees) for utilizing electronic research services such as Westlaw, Lexis and similar online legal search services.

D. Out-of-Pocket Expenses. In addition to attorney fees, the DDA and the BRA will also be billed for the Law Firm's expenses, which are expenditures by the Law Firm on the DDA's and the BRA's behalf. Examples of expenses include copy charges, court filing fees, courier and postage fees, and expert witness fees.

E. Billing. Attorney fees and expenses will be billed monthly. If an invoice is not timely paid within 30 days of the date of the invoice, a late charge may be added to any portion not paid. However, prior to adding any late charge, the Law Firm must provide notice to the DDA or the BRA and only if the invoice remains unpaid after 14 days of the date of the notice will the late charge will be added. The late charge will be computed at the rate of .58% per month (7% annual) starting thirty (30) days after the date of the invoice. Time is billed in tenths of an hour.

F. Coordination. The DDA or the BRA, acting at a meeting, may direct the Law Firm's legal work and tasks. Outside of meetings, the DDA's or the BRA's Director, or his or her designee(s), will direct the Law Firm's legal work and tasks. The Law Firm will keep the DDA and the BRA reasonably informed about the status of their legal matters and will provide written status reports at the request of the DDA or the BRA Board.

IV. Term

A. Initial Term. This Agreement is in effect from October 1, 2020, through September 30, 2021, and may be renewed upon mutual agreement of the DDA, the BRA, and the Law Firm.

B. Nonrenewal. If the Law Firm's representation of the DDA or the BRA continues beyond September 30 of the initial term or any subsequent renewal term and the Agreement is not renewed, then the DDA and the BRA will be charged the hourly rates set forth in this Agreement for work performed after September 30.

V. Termination of Representation

A. Termination by the Authority. Notwithstanding Section IV of this Agreement, the DDA or the BRA may terminate the Law Firm's representation at any time, with or without cause, by providing written notice to the Law Firm.

B. Termination by Law Firm. Notwithstanding Section IV of this Agreement, except as otherwise required by the Michigan Rules of Professional Conduct, the Law Firm may terminate its representation of the DDA or the BRA, with or without cause, by providing at least six (60) days prior written notice to the DDA.

C. Continued Representation. If the Agreement is terminated or not renewed, the Law Firm will continue representation of the DDA or the BRA in pending matters to the extent required by the Michigan Rules of Professional Conduct or as required by any court in which a matter is pending.

D. Return of Materials. Upon termination, the Law Firm will return any original materials in the Law Firm's files that belong to the DDA or the BRA and any of the Law Firm's work product related to their matters if the DDA or the BRA requests such original material and work product within one (1) year after the representation terminates. If no such request is received within that time period, the Law Firm will dispose of its work product and any original materials in its discretion.

VI. Conflicts of Interest

If the Law Firm determines that it has a conflict of interest under the Michigan Rules of Professional Conduct with respect to any legal issue or dispute involving the DDA or the BRA, the Law Firm will take appropriate steps to remedy the conflict, which may include withdrawing from representing the DDA or the BRA in connection with that legal issue or dispute. The Law Firm will promptly notify the DDA or the BRA of any conflict of interest and the Law Firm's proposed remedy.

VII. Alternative Dispute Resolution

If any dispute arises out of this Agreement, the DDA or the BRA and the Law Firm will submit to non-binding mediation before filing any claim, suit, or other legal or equitable action. The DDA or the BRA and the Law Firm will select a mediator from the Ingham County Circuit Court's approved list of mediators to mediate any disputes and the cost of mediation shall be equally divided between the DDA or the BRA and the Law Firm.

VIII. Nondiscrimination

The Law Firm is an equal opportunity employer. Race, color, religion, national origin, age, sex, height, weight, marital status, sexual orientation, genetic information, disability unrelated to the employee's ability to perform the essential functions of his or her job with or without a reasonable accommodation, and any other characteristic protected by applicable law will not be utilized as factors in connection with decisions involving recruitment, hiring, compensation, or other terms, conditions, or privileges of employment. The Law Firm agrees that it will not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment including benefit plan or system, or a matter directly or indirectly related to employment because of religion, race, color, national origin, age, sex, height, weight, marital status, sexual orientation, gender identity or expression, or student status, because of the use by an individual of adaptive devices or aids, or because of an arrest record when a conviction did not result, except as allowed under Section 22-33(b)(6) of Chapter 22 or by the rules applicable to attorneys at the Law Firm and licensure by the State Bar of Michigan. The Law

Firm agrees that it shall not discriminate on the basis of marital status, sexual orientation, or gender identity or expression by failing to provide employment benefits to its employees that it otherwise provides for the spouse of a married employee. These requirements shall be considered material terms of this Agreement, and breach of any of these requirements will be regarded as a material breach of this Agreement.

IX. Nature of Relationship

This Agreement does not create an employment relationship between the DDA or the BRA and the Law Firm or between the DDA or the BRA and any individual attorney of the Law Firm. Neither the DDA nor the BRA is required to withhold or report any federal, state, or local income or employment taxes on the Law Firm's or its attorneys' behalf, nor is the DDA or the BRA required to provide any insurance coverage for the Law Firm or its attorneys. This Agreement also does not create any partnership or joint venture between the DDA or the BRA, and the Law Firm. The parties agree that the Law Firm is an independent contractor as that term is commonly used and the Law Firm's employees are not and shall not be considered subcontractors or employees of either the DDA or the BRA. The Law Firm shall be solely responsible for the withholding and reporting of all federal, state, and local income and employment taxes. The Law Firm acknowledges that it is not insured in any manner through the DDA or the BRA for any bodily injury, personal injury, or property loss whatsoever.

X. Liability Insurance

The Law Firm maintains, and will maintain through the term of this Agreement, a policy of comprehensive general liability insurance, including professional errors and omissions, with limits of liability of not less than \$25,000,000 and workers disability compensation insurance in compliance with Michigan's statutory requirements.

XI. Other Provisions

A. No Assignment. This Agreement may not be assigned by either party. If the DDA or the BRA elects to hire special counsel, whether because the Law Firm has a conflict of interest or for another reason, then the DDA or the BRA will enter into a separate agreement with special counsel.


B. Counterparts. This Agreement may be executed in one or more counterparts, all of which together are deemed to be one complete document.

C. Severability. If any portion of this Agreement is deemed unenforceable, the remaining provisions of this Agreement are nevertheless binding.

D. Amendment. This Agreement contains the entire understanding and agreement between the parties with respect to the subject of this Agreement and cannot be amended or modified except by a written agreement signed by all parties.

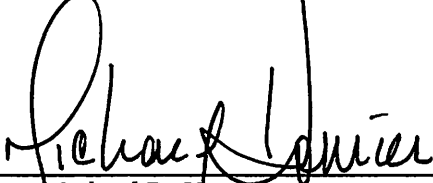
E. Limitation of Liability. Except and to the extent claims may be covered under the Law Firm's malpractice insurance under Section X, neither party shall be liable to the other, or any of their respective agents, representatives, or employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

EAST LANSING DOWNTOWN
DEVELOPMENT AUTHORITY


By: Peter Dewan

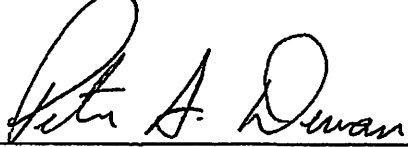
Its: Chair

FOSTER, SWIFT, COLLINS & SMITH, P.C.


By: Michael D. Homier

Its: Authorized Shareholder

EAST LANSING BROWNFIELD
REDEVELOPMENT AUTHORITY


By: Peter Dewan

Its: Chair