

NINTH AMENDMENT TO
AGREEMENT BETWEEN THE CITY OF ANN ARBOR
AND BODMAN PLC FOR LEGAL SERVICES

The City of Ann Arbor, a Michigan municipal corporation, with offices at 301 E. Huron St. Ann Arbor, Michigan 48107-8647 (“City”) and BODMAN PLC, a Michigan Professional Liability Company, with offices at 1901 St. Antoine Street, 6th Floor at Ford Field, Detroit, Michigan 48226 (“Firm”), agree to amend the professional services agreement for legal services related to environmental matters associated with Gelman Sciences, Inc., dba Pall Life Sciences that was effective March 26, 2016, as amended by First Amendment executed December 21, 2016, Second Amendment executed April 21, 2017, Third Amendment executed June 25, 2018, Fourth Amendment executed December 23, 2019, Fifth Amendment executed May 26, 2020, Sixth Amendment executed February 2, 2021, Seventh Amendment executed May 1, 2021, and Eighth Amendment executed March 14, 2022 as follows:

- 1) Article 4, Paragraph A, to reflect the addition of \$150,000 for attorney fees, is amended to read as follows:
 - A. The Firm shall be paid as described in Ninth Amended Exhibit B for services up to \$150,000. Payment shall be made following receipt of monthly invoices submitted by the Firm. The invoices shall include a detailed report of the Firm’s activities for the month.
- 2) Eighth Amended Exhibit B, Schedule of Fees and Costs, is replaced with the attached Ninth Amended Exhibit B, Schedule of Fees and Costs:

All terms, conditions, and provisions of the original agreement between the parties that was effective March 26, 2016, as amended by the First Amendment executed December 21, 2016, Second Amendment executed April 21, 2017, Third Amendment executed June 25, 2018, Fourth Amendment executed December 23, 2019, Fifth Amendment executed May 26, 2020, Sixth Amendment executed February 2, 2021, Seventh Amendment executed May 1, 2021, and Eighth Amendment executed March 14, 2022 unless specifically amended above, are to apply to this amendment and are made a part of this amendment as though expressly rewritten, incorporated, and included herein.

This amendment to the agreement between the parties shall be binding on the heirs, successors and assigns of the parties.

[SIGNATURE PAGE TO FOLLOW]

Dated this _____, 2022.

BODMAN PLC

By _____
Fredrick J. Dindoffer, Member

CITY OF ANN ARBOR

By _____
Christopher Taylor, Mayor

By _____
Jacqueline Beaudry, City Clerk

Approved as to form and content

Atleen Kaur, City Attorney

Approved as to substance

Milton Dohoney Jr.
Interim City Administrator

NINTH AMENDED EXHIBIT B

Schedule of Fees and Costs

General

The Firm shall be paid for those services performed pursuant to this Agreement inclusive of all reimbursable expenses, in accordance with the terms and conditions herein and with Exhibit A in particular. The total amount for the legal services portion of the Services shall not exceed One Million Forty-Two Thousand Dollars and 00/100 Cents (\$1,042,500).

In addition, for expert witnesses retained by the Firm, the City shall be responsible for up to Twenty-Seven Thousand Five Hundred Dollars and 00/100 Cents (\$27,500.00) as its share of those expert witness costs.

Including the amount for expert witness services, the total amount for the Services shall not exceed One Million Seventy Thousand Dollars and 00/100 Cents (\$1,070,000).

Fee Schedule for Legal Services

\$400 per hour for attorney Nathan Dupes, Fredrick Dindoffer, Erica Shell (“Principal Counsel”)

\$300 per hour for other member attorneys, associate attorneys or “of Counsel” attorneys

\$250 per hour for paralegals

The City will pay the above hourly rates for time spent by the Firm’s attorneys and/or paralegals traveling to destinations within the state of Michigan to perform services for the City, as follows:

1. Regardless of the Michigan destination:
 - a. if the Firm’s attorney or paralegal is able to work on other matters during the travel time [e.g., phone calls with others or working while someone else drives] then that part of the travel time will be billed to the other client;
 - b. If the Firm’s attorney or paralegal meets with, or conducts work for, others while the Firm’s attorney or paralegal is at that location [e.g., Lansing, Ann Arbor], then the travel time to and from would be split as appropriate between the others and the City.
2. When the Firm’s attorney or paralegal travels to Ann Arbor solely for the City [e.g., for a meeting, a hearing, etc.] then the Firm’s attorney or paralegal will only charge the City ½ of the time the Firm’s attorney or paralegal spends traveling;
3. When the Firm’s attorney or paralegal travels to another location solely for the City [e.g., travel to Lansing for a meeting, a hearing, etc.] then the Firm’s attorney or paralegal will charge the full amount of time the Firm’s attorney or paralegal spends traveling to that location.

On a case-by-case basis, the City and the Firm will agree in writing in advance regarding the

billing and payment by the City for time spent by the Firm's attorney or paralegal traveling to destinations outside the state of Michigan to perform services for the City.

Reimbursable Expenses

Normal and customary expenses necessary to perform the services are included in the not to exceed fee amount.