



**AGENDA
CITY OF LAUREL
CITY COUNCIL WORKSHOP
TUESDAY, APRIL 15, 2025
6:30 PM
COUNCIL CHAMBERS**

Public Input: *Citizens may address the Council regarding any item of City business that is not on tonight's agenda. The duration for an individual speaking under Public Input is limited to three minutes. While all comments are welcome, the Council will not take action on any item not on the agenda. Because of the Rules that govern public meetings, Council is not permitted to speak in response to any issue raised that is a non-Agenda item. The Mayor may provide factual information in response, with the intention that the matter may be addressed at a later meeting. In addition, City Council may request that a particular non-Agenda item be placed on an upcoming Agenda, for consideration. Citizens should not construe Council's "silence" on an issue as an opinion, one way or the other, regarding that non-Agenda matter. Council simply cannot debate an item that is not on the Agenda, and therefore, they must simply listen to the feedback given during public input. If a citizen would like to speak or comment regarding an item that is on tonight's agenda, we ask that you wait until the agenda item is presented to the Council by the Mayor and the public is asked to comment by the Mayor.*

Be advised, if a discussion item has an upcoming public hearing, we would request members of the public to reserve your comments until the public hearing. At the public hearing, the City Council will establish an official record that will include all of your comments, testimony, and written evidence.

General Items

Executive Review

- 1. Police:** Resolution - A Resolution Of The City Council Authorizing The Mayor To Execute The Agreement Between The City Of Laurel And The Yellowstone Valley Animal Shelter, For The Provision Of Animal Shelter Services.
- 2. Public Works:** Resolution - A Resolution Of The City Council Authorizing The Execution Of The Legal Services Agreement Related To The AFFF Product Liability Litigation.
(<https://www.cleangroundwater.com/settlement>)

Council Issues

Other Items

Attendance at Upcoming Council Meeting

Announcements

The City makes reasonable accommodations for any known disability that may interfere with a person's ability to participate in this meeting. Persons needing accommodation must notify the City Clerk's Office to make needed arrangements. To make your request known, please call 406-628-7431, Ext. 5100, or write to City Clerk, PO Box 10, Laurel, MT 59044, or present your request at City Hall, 115 West First Street, Laurel, Montana.

File Attachments for Item:

1. Police: Resolution - A Resolution Of The City Council Authorizing The Mayor To Execute The Agreement Between The City Of Laurel And The Yellowstone Valley Animal Shelter, For The Provision Of Animal Shelter Services.

RESOLUTION NO. R25-_____

**A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO
EXECUTE THE AGREEMENT BETWEEN THE CITY OF LAUREL AND THE
YELLOWSTONE VALLEY ANIMAL SHELTER, FOR THE PROVISION OF
ANIMAL SHELTER SERVICES.**

BE IT RESOLVED by the City Council of the City of Laurel, Montana,

Section 1: Approval. The Agreement by and between the City of Laurel and the Yellowstone Valley Animal Shelter, a copy attached hereto and incorporated herein, is hereby approved.

Section 2: Execution. The Mayor is hereby given authority to execute the Agreement with the Yellowstone Valley Animal Shelter on behalf of the City of Laurel.

Introduced at a regular meeting of the City Council on the _____ day of _____, 2025, by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel the _____ day of _____, 2025.

APPROVED by the Mayor the _____ day of _____, 2025.

CITY OF LAUREL

Dave Waggoner, Mayor

ATTEST:

Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

Michele L. Braukmann, Civil City Attorney

CONTRACT FOR SERVICES

This Agreement is made by and between the City of Laurel, Montana (“City”), and Yellowstone Valley Animal Shelter, Billings, Montana (“Contractor”).

City and Contractor, in consideration of the material covenants set forth in this Agreement, agree as follows:

1. **TERM:** This Agreement is effective as of the date of its execution and will begin on July 1, 2024 and terminate on June 30, 2025. The parties may extend this Agreement, by mutual concurrence, for four (4) additional one-year periods, in writing, prior to termination of each term.
2. **SCOPE OF WORK:** Contractor shall provide the following services:
 - a. **Dog Impounds:** Contractor agrees to admit and accept responsibility for the care and custody of all dogs impounded at the Contractor facility by personnel of the City and within the City boundaries, subject to the limitations set forth in this Agreement. The Contractor agrees to take reasonable care of such dogs in a manner consistent with good standard practices of animal shelters to include, but not be limited to, providing proper food, water and shelter.
 - i. It is understood that City has a facility to keep dogs for a 72-hour hold period. Under the terms of this Agreement, City may bring dogs to Contractor for veterinary treatment for illness or injury during this 72-hour hold period. If Contractor determines that such dogs require any vaccinations or other treatment in order to protect the greater population of animals, the Contractor may administer such treatment.
 - ii. All dogs not reclaimed by an owner within City’s 72-hour hold period shall become the property of the Contractor. Additionally, all dogs brought to Contractor’s facility by the City beyond the City’s 72-hour period shall become the property of the Contractor.
 - iii. Payment of all boarding fees and surgery costs shall initially be the responsibility of the animal owner. If the dog is not reclaimed within 72 hours, Contractor will notify the City and the dog will be placed for adoption and the unpaid boarding fees and surgery costs shall then be borne by the City.
 - iv. Any dog impounded for rabies quarantine will be held 10 days from the time of the bite or whatever time is required by the Yellowstone County Health Department, whichever is longer. The City may authorize an earlier release to the owner. No dog will be released from quarantine without a signed Rabies Quarantine Release Form that is provided by the City.

- v. All dogs impounded pursuant to this section will be held by the Contractor until they are released to Contractor by a signed release from the owner, the owner's legal representative, or by a court of law. The dog may be released to the owner with a release signed by the City. If the owner does not respond within 72 hours, the Contractor assumes ownership of the animal.
 - b. **Limitation:** This Agreement applies only to dogs and no other animals. Contractor will not accept any more than ten (10) dogs from one incident from the City, or any other entity, without prior notification. The City (or other entity) shall reasonably communicate with Contractor when it receives a report of an incident which could result in bringing more than 10 dogs to Contractor. Further, the City shall communicate and coordinate with Contractor regarding non-emergency incidents involving more than 10 dogs. Upon a minimum of six (6) hours' notification, Contractor will make every effort to accept the dogs but may choose not to accept all. The City will be responsible for seeking care for those animals elsewhere.
 - c. **Euthanasia During Impound Period:** The Contractor shall only euthanize a dog during the impound period within 72 hours upon written request by the City, order of a court of law, or if such dog is seriously injured, hopelessly sick or injured beyond any reasonable chance of recovery.
 - d. **Veterinary Care:** In the event a dog is brought to Contractor by an officer or citizen from within the City and logged in as a City impound, appropriate veterinary care will be provided if the situation arises. The Contractor will notify the officer of the veterinary care and the City will reimburse the Contractor for the cost of the veterinary services if not paid by the owner.
3. **PAYMENT:** For the services provided in this Agreement, City shall pay contractor an annual fee of Five-Thousand and no/100 Dollars (\$5,000.00), plus additional fees adjusted based on U.S. Bureau of Labor Statistics Consumer Price Index, West Region figures. Payment shall be made in equal monthly installments after invoicing by Contractor.
4. **OTHER FEES:**
- a. For impounded dogs, Contractor may collect daily boarding/reclaim fees from the owner at the time the dog is reclaimed. The boarding and reclaim fees will be set by Contractor.
 - b. In addition to all other fees allowed by this Agreement, if City brings ten (10) or more dogs into the shelter from any one given situation, City will pay an additional fee of Three Hundred and no/100 Dollars (\$300.00) to Contractor as emergency funding for each group of ten (10) dogs.
 - c. In addition to the foregoing, City will pay Contractor the cost of additional veterinary services requested by the City for any impounded dog authorized by the

City and not paid by the owner. Such services include but are not limited to workups for animal cruelty cases or other veterinary care.

- d. Contractor will bill the City monthly for all fees due under this Agreement, and such fees are due and payable within 30 days of receipt of the bill. Contractor may add finance charges for any bill not paid within 30 days, and City agrees to pay such charges.

- 5. **CITY DUTIES:** City will make every reasonable effort to locate the dog's owner before transporting the dog to Contractor. City will give six (6) hours' notice to Contractor of the surrender or capture of more than 10 dogs. City will not accept owner surrenders in the field. Persons surrendering a dog must make arrangements with Contractor.

6. **RECORDS:**

- a. The City, upon impounding a dog, will provide a written record to the Contractor to include:
 - i. The date and time the dog was impounded;
 - ii. A description of the dog by breed, gender, physical characteristics, collar and/or tags and assigned identification number;
 - iii. Location where the dog was found and reason for impoundment;
 - iv. Name, address, telephone number and location of the dog's owner, if known; and
 - v. Name and badge number of the officer impounding the dog.
- b. Contractor will provide upon request a written record of the disposition of all dogs impounded by the City, to include:
 - i. Disposition, date and time of same;
 - ii. Name, address and phone number of owners reclaiming their dog;
 - iii. Name, current address and telephone number of any citizen turning a dog into the shelter and logged in under the City account;
 - iv. Name of the Contractor representative releasing or euthanizing the dog; and
 - v. A monthly itemized account of all dogs impounded within the City and any additional charges for related services.
- c. Contractor agrees to attempt to verify the identity of the citizen by confirming identification with a photo identification card and making appropriate notations regarding such verification. And, with the individuals' consent, may photocopy that identification for use by the City.

- 7. **INDEPENDENT CONTRACTOR STATUS/LABOR RELATIONS:** The parties agree that Contractor is an independent contractor for purposes of this Agreement and is not to be considered an employee of the City for any purpose. Contractor is not subject to the terms and provisions of the City's personnel policies handbook and may not be considered a City employee for workers' compensation or any other purpose. Contractor is not authorized to represent the City or otherwise bind the City in any dealings between Contractor and any third parties. Contractor shall comply with the applicable requirements

of the Workers' Compensation Act, Title 39, Chapter 71, MCA, and the Occupational Disease Act of Montana, Title 39, Chapter 71, MCA. Contractor shall maintain workers' compensation coverage for all employees of Contractor's organization, except for those who are exempted by law. Contractor must give preference to the employment of bona fide residents of Montana in the performance of this work.

8. **INDEMNITY:** The Contractor shall defend, indemnify and hold harmless City from and against any and all claims demands, obligations causes of action, lawsuits and all damages and liabilities fines, judgments, costs, (including settlement costs), and expenses associated therewith (including reasonable attorney's fees and disbursements), arising from incidents that occur the result of Contractor's negligence and for which City's sole basis of liability is vicarious liability for the acts or omissions of Contractor. The defense and indemnification obligations under this paragraph shall not be limited by any assertions or finding that City is liable for any damages by reason of a non-delegable duty.

The City shall defend, indemnify and hold harmless Contractor from and against any and all claims demands, obligations causes of action, lawsuits and all damages and liabilities fines, judgments, costs, (including settlement costs), and expenses associated therewith (including reasonable attorney's fees and disbursements), arising from incidents that occur the result of City's negligence and for which Contractor's sole basis of liability is vicarious liability for the acts or omissions of City. The defense and indemnification obligations under this paragraph shall not be limited by any assertions or finding that Contractor, is liable for any damages by reason of a non-delegable duty.

9. **INSURANCE:** Contractor shall maintain at its sole cost and expense, commercial general liability insurance naming City as additional insured against liability for damages for bodily injury, including death and completed operations and property damages in a minimum amount of Seven Hundred Fifty Thousand Dollars (\$750,000.00) for each claim and One Million Five Hundred Thousand Dollars, (\$1,500,000.00), in the aggregate arising from incidents which occur as the result of Contractor's negligence while performing any work or service and for which the City's sole basis of liability is vicarious liability for the acts or omissions of the Contractor or/and subcontractors. Contractor shall maintain at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability which may arise from or in connection with work or service by Contractor, agents, employees, representatives, assigns and sub-contractors. This insurance shall cover claims as may be caused by any negligent act or omission. The policy of insurance shall be an occurrence policy with a Best Rating of A- or better and must be in force throughout the period.

Contractor shall name on the Certificate of liability insurance the City of Laurel as additional insured. In addition, Contractor will furnish to City a copy of the policy endorsement, CG 32 87 05 10, indicating that the City of Laurel is named as an additional insured under the Contractor's insurance policy. Contractor agrees to furnish both the Certificate of insurance and policy endorsement at least ten (10) days prior to beginning work.

Contractor is required to maintain workers compensation insurance, or an independent contractor's exemption issued by the Montana Department of Labor covering Contractor and Contractor's employees. Contractor is not, nor are Contractor's workers, employees of City. Workers Compensation insurance or the exemption from the workers compensation obligation must be valid for the entire period.

10. **COMPLIANCE WITH LAWS:** Contractor agrees to operate the shelter in accordance with local, state and federal laws, ordinances, rules, and regulations, and national standards, including the Montana Human Rights Act, Civil Rights Act of 1964, The Age Discrimination Act of 1975 and the American with Disabilities Act of 1990. Any subletting or subcontracting by the Contractor subjects contractors to the same provisions. In accordance with section Mont. Code Ann. § 49-3-207, Contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualification and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the person performing under the contract. City agrees to comply with all local, state and federal laws, ordinances, rules and regulations.
11. **LIAISON:** City's designated liaison with Contractor is Stan Langve, and Contractor's designated liaison with City is Triniti Halverson, Yellowstone Valley Animal Shelter Executive Director.
12. **DEFAULT AND TERMINATION:** If either party fails to comply with any condition of this Agreement at the time or in the manner provided for, other party may, at its option, terminate this Agreement and be released from all obligations if the default is not cured with thirty (30) days after written notice is provided to the defaulting party. Said notice shall set forth the items to be cured. Subject to Section 14 of this Agreement, the non-defaulting party may bring suit for damages, specific performance, and any other remedy provided by law. These remedies are cumulative and not exclusive. Use of one remedy does not preclude use of the others. Notices shall be provided in writing and hand-delivered or mailed to the parties at the addresses set forth in the first paragraph of this Agreement.

Either party may terminate this Agreement by providing the other with a written notice of intent to terminate at least ninety (90) days in advance of the termination date. Said notice shall be in writing and delivered to the other party.
13. **NON-WAIVER:** A waiver by either party, any default or breach by the other party of any terms or conditions of this Agreement does not limit the other party's right to enforce such term or conditions or to pursue any available legal or equitable rights in the event of any subsequent default or breach.
14. **DISPUTE RESOLUTION:** Any claim, controversy, or dispute between the parties, their agents, employees, or representatives shall be resolved first by negotiation between senior-level personnel from each party duly authorized to execute settlement agreements. Upon mutual agreement of the parties, the parties may invite an independent, disinterested mediator to assist in the negotiated settlement discussions. If the parties are unable to

resolve the dispute within thirty (30) days from the date the dispute was first raised, then such dispute may only be resolved in a court of competent jurisdiction in compliance with this Agreement.

15. **GOVERNING LAW AND VENUE:** This Agreement shall be construed and enforced in accordance with the laws of the State of Montana. Venue for any suit between the parties arising out of this Agreement shall be the Montana Thirteenth Judicial District Court, Yellowstone County.
16. **ATTORNEY'S FEES AND COSTS:** In the event it becomes necessary for either party of this Agreement to retain an attorney to enforce any of the terms or conditions of this Agreement or to give any notice required herein, then the prevailing party or the party giving notice shall be entitled to reasonable attorney's fees and costs, including fees, salary, and costs of in-house counsel to include City Attorney.
17. **BINDING EFFECT:** This Agreement is binding upon and inures to the benefit of the heirs, legal representatives, successors, and assigns of the parties.
18. **NO ASSIGNMENT:** Neither the City nor the Contractor shall assign, transfer or encumber any rights, duties or interests accruing from this Agreement without written consent of the other.
19. **NO THIRD-PARTY BENEFICIARY:** This Agreement is for the exclusive benefit of the parties, does not constitute a third-party beneficiary agreement, and may not be relied upon or enforced by a third party.
20. **HEADINGS:** The headings used in this Agreement are for convenience only and are not be construed as a part of the Agreement or as a limitation on the scope of the particular paragraphs to which they refer.
21. **SEVERABILITY:** If any portion of this Agreement is held to be void or unenforceable, the balance thereof shall continue in effect.
22. **REPORTS/ACCOUNTABILITY/PUBLIC INFORMATION:** Both parties agree to develop and/or provide documentation as reasonably requested by the City or Contractor demonstrating both parties' compliance with the requirements of this Agreement.
23. **COUNTERPARTS:** This Agreement may be executed in counterparts, which together constitute one instrument.
24. **INTEGRATION:** The Contract Documents, which comprise the entire agreement between City and Contractor, consist of the following:
 - This Agreement;
 - Contractor's proposal; and
 - Contractor's current Certificate of Insurance and Workers Compensation coverage.

All communications, either verbal or written, made prior to the date of this Agreement are withdrawn unless specifically made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this instrument effective the first day of the term set forth herein.

CITY OF LAUREL, MONTANA

YELLOWSTONE VALLEY ANIMAL SHELTER

MAYOR

TRINITI HALVERSON, Executive Director

File Attachments for Item:

2. Public Works: Resolution - A Resolution Of The City Council Authorizing The Execution Of The Legal Services Agreement Related To The AFFF Product Liability Litigation.

(<https://www.cleangroundwater.com/settlement>)

RESOLUTION NO. R25-__

**A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE EXECUTION OF
THE LEGAL SERVICES AGREEMENT RELATED TO THE AFFF PRODUCT
LIABILITY LITIGATION.**

WHEREAS, the City of Laurel (the “City”) is committed to delivering clean drinking water to its customers;

WHEREAS, the City is also committed to identifying parties responsible for increasing the costs of water treatment and system maintenance and taking reasonable steps to avoid passing on these costs to its consumers;

WHEREAS, Edwards & Culver, Kovacich, Snipes, Johnson, P.C., Boone Karlberg, P.C., Stag Liuzza L.L.C., and Client First Legal P.L.L.C (the “Firms”) have put together a team of uniquely qualified and experienced attorneys who have joined together to assist public entities in Montana facing the challenges posed by potential per- and polyfluoroalkyl substances (“PFAS”);

WHEREAS, the Firms are comprised of experienced attorneys in both in PFAS litigation and in the representation of public entities and water suppliers in cases involving cost recovery related to remediation of water contamination;

WHEREAS, the City Attorney and City Staff has determined it to be in the City’s best interest to enter into the Legal Services Agreement with the Firms and pursue any settlement and other legal damage claims it may have related to PFAS in the AFFF Product Liability Litigation; and

WHEREAS, the City desires to authorize the execution of the Legal Services’ Agreement attached as Exhibit “A.”

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Laurel that the Mayor is hereby authorized to execute the Legal Services’ Agreement with the Firms based upon the terms and conditions set forth herein and, in a manner, substantially similar to the Agreement attached hereto as Exhibit “A.”

Introduced at a regular meeting of the City Council on the ____ day of _____, 2025, by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel on the ____ day of _____, 2025.

APPROVED by the Mayor on the ____ day of _____, 2025.

CITY OF LAUREL

Dave Waggoner, Mayor

ATTEST:

Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

Michele L. Braukmann, Civil City Attorney

**CONTRACT FOR LEGAL SERVICES
AFFF PFAS LITIGATION**

The **CITY OF LAUREL** (hereinafter the “Client”) hereby retains, STAG LIUZZA, L.L.C., (through attorney Michael Stag, LLC), EDWARDS & CULVER (through attorney John Edwards), KOVACICH, SNIPES, JOHNSON, P.C., (through attorney Mark Kovacich), BOONE KARLBERG, P.C., (through attorney Scott Stearns), and CLIENT FIRST LEGAL P.L.L.C. (through attorney Tim Young) (hereinafter the “Attorneys”) for the purpose of providing legal services related to the filing of a civil action and/or claims in the pending settlements for recovery of costs associated with damages to the public drinking water system and/or public wastewater system against Defendants who manufactured, marketed, distributed, and/or sold aqueous film-forming foam in the AFFF Product Liability Multi-District Litigation (“AFFF”), (hereinafter the “Client’s Claims”).

CLIENT DESIGNATES FOR COMMUNICATION PURPOSES THE FOLLOWING:

Water Department: _____
Name Telephone E-mail

Business Matters: _____
Name Telephone E-mail

Client acknowledges and understands that court ordered deadlines and documentation requirements exist for the pending DuPont and 3M settlements. Client agrees to provide the required documentation and assist in performing testing in a timely matter sufficient to allow Attorneys time to process and file the settlement claim within the court ordered deadlines. Any failure of Client to comply with the testing and documentation requirements of the settlement may result in forfeiture of the Client’s right to recover money from DuPont, 3M, and future settlements. Documentation requirements and deadlines may further apply to settlements currently pending court approval or approved in the future.

The Client specifically authorizes the Attorneys to undertake negotiations, file suit, file settlement claims, or institute legal proceedings necessary on the Client’s behalf in the AFFF Product Liability Multi-District Litigation. The Client further authorizes the Attorneys to retain and employ the services of any experts, as well as the services of other outside contractors, as the Attorneys deem necessary or expedient in representing the interests of the Client. The Client understands and authorizes Attorneys to share attorney fees with any legal counsel Attorneys choose to associate to assist with providing the legal services contracted herein.

Unless otherwise agreed in writing by Client and Attorneys, Attorneys will not provide legal services with respect to defending any legal proceeding or claim against the Client. With Client’s permission, however, Attorneys may elect to appear at such administrative or legal proceedings to protect Client’s rights. Client acknowledges that the Attorneys are not tax, regulatory, or bankruptcy legal experts. If Client wishes to retain Attorneys to provide any legal services not provided under this Agreement for additional compensation, a separate written agreement between Attorneys and Client will be required.

The Attorneys are not the attorneys for any officials, officers, agents, employees, attorneys, or consultants of the Client regarding this matter, and shall not become so unless the Attorneys specifically agree in the future in writing to undertake such representation. The Attorneys will confer, as needed, with such persons to perform the services specified in this Agreement, but no attorney-client relationship shall be created with such persons merely because the Attorneys work with and/or request or receive information from any such persons during their representation of the Client.

The Client has disclosed all potential adverse parties to the Attorneys, and neither the Attorneys nor the Client perceive any conflict of interest in the Attorneys undertaking this engagement on behalf of the Client. If either the Client or the Attorneys, during the course of the representation, receive information indicating that a potential conflict of interest may develop or exist, the Client and the Attorneys agree to bring such information to the immediate attention of the other, and the Attorneys shall proceed to take such steps as may be appropriate in the circumstances.

1. ATTORNEYS' FEES. As compensation for legal services, the Client agrees to pay the Attorneys for legal services rendered and to be rendered on account of the Client's Claims, the Client shall pay the Attorneys' fees (hereinafter "Attorneys' Fees"). The Attorneys' Fees shall be one-third (1/3) of the Gross Amount Recovered if the Client's Claims. These Attorneys' Fees shall all be calculated before the deduction of costs and expenses, as set forth in Section 2 herein. "Gross amount recovered" herein means principal, interest, penalties, punitive damages, treble damages, attorney's fees, and all other amounts recovered, including the value of any structured settlement, future payments, or other relief achieved, whether by settlement, judgment or otherwise. "Constituent claims" herein means any one or more claims of the Client constituting less than the entirety of the Client's Claims, including a partial settlement or judgment with less than all defendants. The Client agrees to pay all costs and expenses, as set forth in Section 2 herein, which, in the event of a successful recovery, shall be deducted from the Client's share of that recovery. The Client acknowledges that multiple lawsuits have been filed relating to the same subject matter as Client's Claims. The Client acknowledges that these suits, including any suit for the Client's Claims, might be removed to a federal court as part of multi-district litigation. Further, the Client acknowledges that the court governing the multi-district litigation might appoint committees of attorneys to litigate common issues of law and fact to facilitate the resolution of those lawsuits for common benefit of all claimants, including the Client. As a result, the Client might be obliged to pay from any Gross Amount Recovered a share of its recovery to satisfy an assessment of common benefit fees, costs, and expenses in an amount as determined by the court. Neither the Attorneys nor the Client shall have the right, without the written consent of the other, to settle, compromise, release, discontinue, or otherwise dispose of the Client's Claims. **Client shall only pay attorney fees contingent upon a recovery and shall not pay any attorney fees if there is no recovery.**

The Client agrees and acknowledges that the Attorneys are prosecuting this case as part of a joint venture. Under the joint venture, the Attorneys shall equally divide the Attorneys' Fees for Client's Claims related to the 3M and Dupont Settlements. (20% to Stag Liuzza L.L.C., 20% to Edwards & Culver, 20% to Kovacich, Snipes, Johnson, P.C., 20% to Boone Karlberg P.C., and 20% to Client First Legal P.L.L.C.).

As for all Attorneys' Fees for Client's Claims that do not qualify for the 3M and Dupont Settlements, Attorneys' Fees shall be divided as follows: 25% to Stag Liuzza L.L.C., 25% to Client First Legal P.L.L.C., with the remaining 50% split equally between Edwards & Culver, Kovacich, Snipes, Johnson, P.C., and Boone Karlberg, P.C.

2. COSTS AND EXPENSES. In addition to paying Attorneys' Fees, in the event of a successful recovery, the Client agrees to reimburse all costs and expenses, as set forth herein only in the event of a recovery, which shall be deducted from the Client's share of that recovery. Attorneys shall advance all litigation expenses on behalf of Client, and Client shall not be responsible for incurring or reimbursing costs of the litigation even if the amount of recovery is less than the costs incurred. **Client shall only reimburse litigation costs or expenses in the event of a recovery by settlement or judgment.** If no recovery is made, Attorneys shall bear all unreimbursed costs and expenses incurred, and client shall not be liable for any such costs or expenses incurred by Attorneys. Further, if recovery is insufficient to fully reimburse litigation costs, Attorneys shall bear, and Client shall not be liable for, all costs in excess of the amount of recovery. Subject to the foregoing terms, the Client agrees to reimburse the Attorneys' litigation costs and expenses upon receipt of any settlement funds or collected judgment.

The Attorneys shall have the right and authority, without prior approval of the Client, to incur such litigation costs and expenses as may be necessary or advisable in furtherance of Client's Claims. Litigation costs and expenses may include (but are not limited to) the following: filing fees; deposition costs; expert witness fees; transcript costs; witness fees; subpoena costs; sheriff's and service of process fees; trial consultant fees; mock trial costs; shadow jury fees; mediation fees; court costs; trial exhibit costs; copy costs; photographic, electronic or digital evidence production or presentation; investigation fees; travel expenses; and any other case-specific expenses directly related to the representation undertaken. Additionally, the Client specifically authorizes the Attorneys to charge as recoverable costs such items such as: computer legal research charges (e.g. Westlaw and/or Lexis); long distance telephone expenses; postage charges; Federal Express, UPS, and other delivery service charges; internal photocopying at a rate of \$.30 per page; facsimile costs at a rate of \$.25 per page; and mileage and outside courier charges, all of which must be incurred solely for the purposes of the representation undertaken. Finally, the Client acknowledges that Client will not be charged costs and expenses for any overhead costs of the Attorneys' practice, including office rent; utility costs; charges for local telephone service; office supplies; fixed asset expenses; and ordinary secretarial and staff services.

3. NO GUARANTEE. The Client acknowledges that the Attorneys have made no promise or guarantee regarding the outcome of my legal matter. The Client acknowledges that the Client's Claims may be subject to defenses that could lead to dismissal before, at, or after trial, and no recovery. The Client further acknowledge that the Attorneys shall have the right to cancel this agreement and withdraw from this matter if, in the Attorneys' professional opinion, the matter does not have merit, the Client does not have a reasonably good possibility of recovery, the Client refuses to follow the recommendations of the Attorneys, the Client fails to abide by the terms of this agreement, the Client fails to provide requested information or to produce witnesses to appear for deposition or trial, if the Attorneys' continued representation would result in a violation of the Rules of Professional Conduct, or at any other time as permitted under the Rules of Professional

Conduct. No guarantee or representation has been made to the Client as to what type or amount of recovery, if any, may be expected on the Client's Claims.

4. ELECTRONIC DATA COMMUNICATION AND STORAGE. In the interest of facilitating our services to the Client, the Attorneys may communicate by facsimile transmission, send data over the internet, store electronic data via computer software applications hosted remotely on the internet, or allow access to data through third-party vendors' secured portals or clouds. Electronic data that is confidential to the Client may be transmitted or stored using these methods. The Attorneys may use third-party service providers to store or transmit this data. In using these data communication and storage methods, the Attorneys employ measures designed to maintain data security. The Attorneys will use reasonable efforts to keep such communications and data access secure in accordance with the Attorneys' obligations under applicable laws and professional standards. The Attorneys also require all of the Attorneys' third-party vendors to do the same. However, the Client acknowledges that some information transmitted to the Attorneys will be public records, and the Client has no expectation that public records will be confidential. Client acknowledges that the Attorneys have no control over the unauthorized interception or breach of any communications or data once it has been sent or has been subject to unauthorized access, notwithstanding all reasonable security measures employed by us or our third-party vendors, and the Client consents to our use of these electronic devices and applications and submission of confidential client information to third-party service providers during this engagement.

5. PRIVILEGE. The Client acknowledges that this contract is intended to and does hereby assign, transfer, set over, and deliver unto the Attorneys as its fee for representation of the Client in this matter an interest in the claim(s), the proceeds, or any recovery therefrom under the terms and conditions aforesaid, in accordance with the provisions any state law that applies to this contract.

6. MODIFICATION. It contains the entire and complete understanding between the parties and can only be modified by written amendment signed by all parties.

7. TERMINATION OF REPRESENTATION. The Client acknowledges that the Client has the right to terminate the representation upon written notice to that effect. The Client acknowledges that Client will be responsible for any attorneys' fees or costs incurred prior to the discharge or termination, based on all the facts and circumstances, including the risk taken by the Attorneys in accepting Client's legal representation on a contingency fee basis. The Client agrees to cooperate with Attorneys and to comply with all reasonable requests of Attorneys. The Client warrants and represents to the Attorneys that all information the Client has provided to, or will in the future provide to, the Attorneys regarding the Client's Claim is true and correct to the best of the Client's knowledge, information, and belief. The Attorneys have the right to withdraw from this representation after giving reasonable notice. If the Attorneys resign, are discharged, or are disqualified or otherwise cease to serve as the Client's legal counsel prior to a settlement or final judgment, then the withdrawing, discharged, or disqualified Attorneys shall receive as compensation for services reasonable fees based on all of the facts and circumstances of its representation. At the conclusion of this matter, the Attorneys will retain the Client's legal files for a period of five (5) years after the Attorneys close their files. At the expiration of the five-year period, the Attorneys may destroy these files unless the Client notifies the Attorneys in writing that

the Client wishes to take possession of the files. The Attorneys reserve the right to charge administrative fees and costs associated with retrieving, copying, and delivering such files.

8. ENTIRE AGREEMENT. The undersigned Client Representative has read this agreement, a copy of which he has received, in its entirety and he agrees to and understands the terms and conditions set forth herein. The Client acknowledges that there are no other terms or oral agreements existing between the Attorneys and the Client. This agreement may not be amended or modified in any way without the prior written consent of the Attorneys and the Client.

9. AUTHORITY. The Client acknowledges having been advised to and given the full opportunity to obtain independent representation in the making of this agreement and voluntarily entering into this agreement after such opportunity. The Client representative signing below represents that the Client enters into this agreement with proper authorization and approval under state and local law, and that the Client representative is specifically authorized to execute this agreement.

EFFECT OF SIGNING

The Client understands that this is a binding legal document. The Client further understands that this Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

Date

[SIGNER]

Date

**MICHAEL STAG, LLC FOR STAG LIUZZA,
L.L.C.**

Date

**JOHN EDWARDS FOR EDWARDS &
CULVER**

Date

**MARK KOVACICH FOR KOVACICH,
SNIPES, JOHNSON, P.C.**

Date

**SCOTT STEARNS FOR BOONE KARLBERG,
P.C.**

Date

**TIM YOUNG FOR CLIENT FIRST LEGAL
P.L.L.C.**

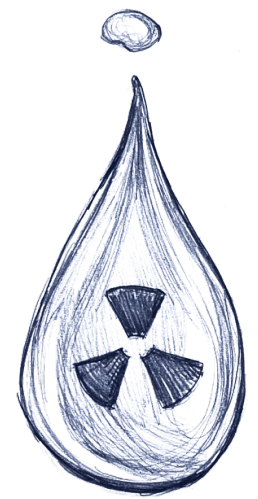
PFAS IN MONTANA WATER SUPPLIES

How Your Community Can
Take Action for Help



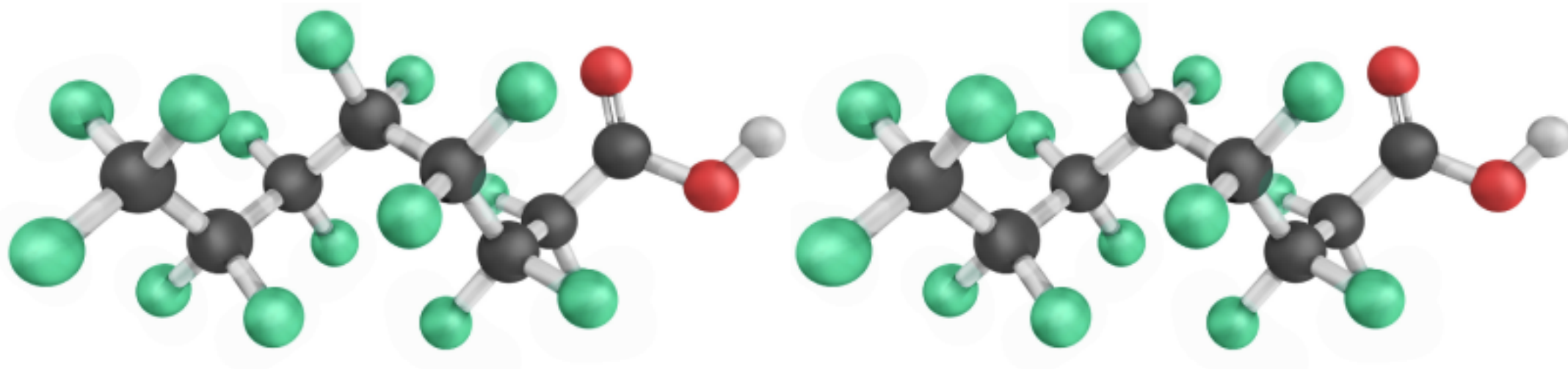
HISTORY OF PFAS

Invented by 3M in the 1950s, per- and poly-fluoroalkyl substances (PFAS) are synthetic chemicals used in various products.



They were a new class of chemicals at the time, and little was understood about their effect on humans and the environment. While multiple products have contained PFAS in the past, especially problematic is the Aqueous Firefighting Foam (AFFF), which contains a high level of PFAS. AFFF was created in 1969 and has been used extensively by military bases, airports, industrial locations, and firefighters to combat fires.

Over time, this has resulted in **massive groundwater contamination of water supplies** which serve local communities.



In 2018, the EPA issued health guidelines stating that up to 70 parts per trillion of PFAS found in drinking water “did not have adverse health effects.”

However, in June 2022, the EPA replaced these guidelines and stated that **some negative health effects might occur with concentrations at “near zero” or undetectable levels.**

The EPA is set to release its final regulations for PFAS this year.

In December 2018, the United States Panel on Multidistrict Litigation consolidated all PFAS claims relating to AFFF contamination in a central Federal Court in South Carolina.

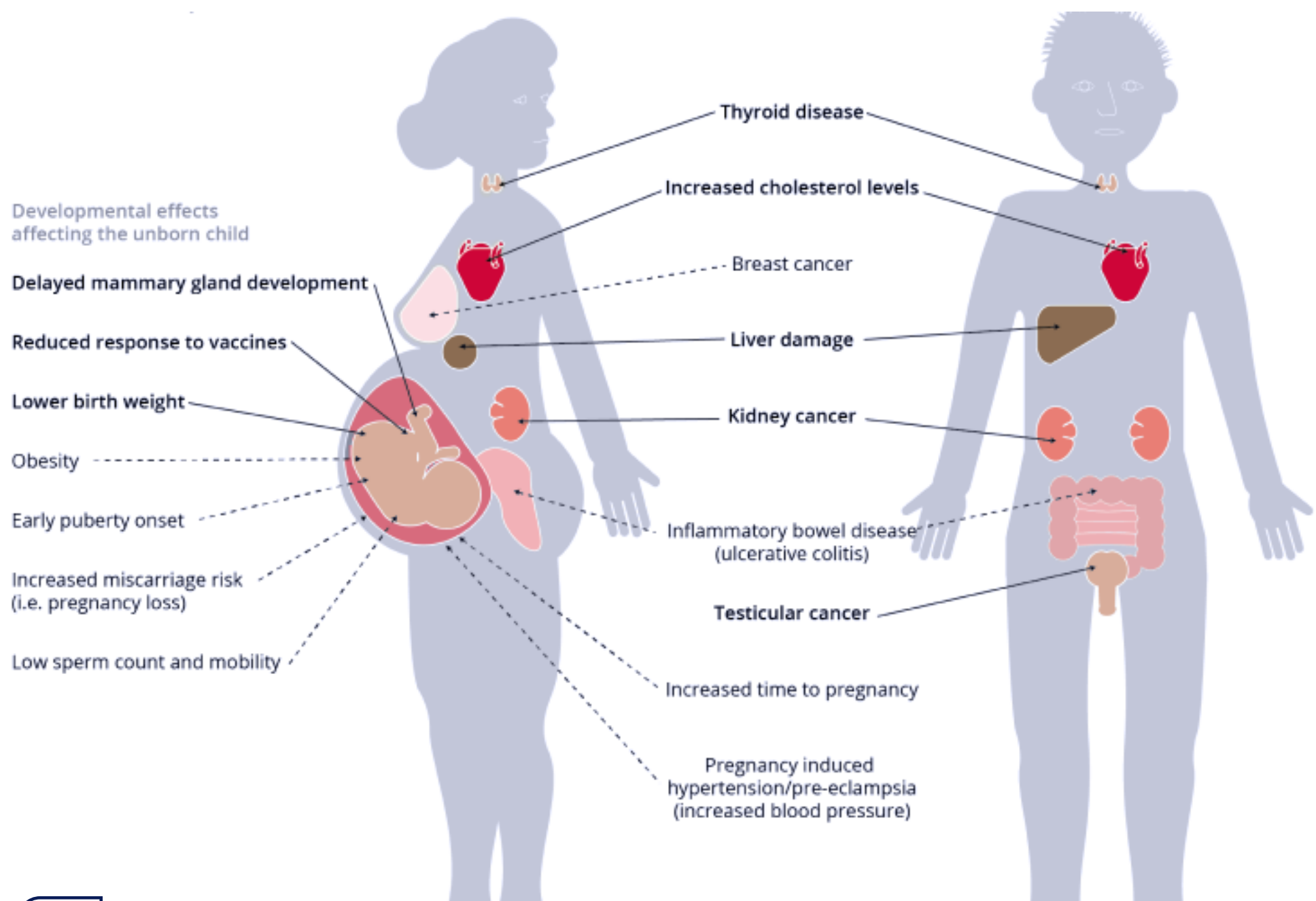


"The science is clear: These chemicals are shockingly toxic at extremely low doses."

Erik Olson, Senior Strategic Director for Health and Food at The Natural Resources Defense Council

PFAS CAUSE CANCER AND OTHER HEALTH EFFECTS LIKE:

- Kidney Cancer
- Thyroid Conditions
- Liver Cancer
- High Blood Pressure
- Pregnancy Complications
- Decrease in Vaccine Response



HISTORY

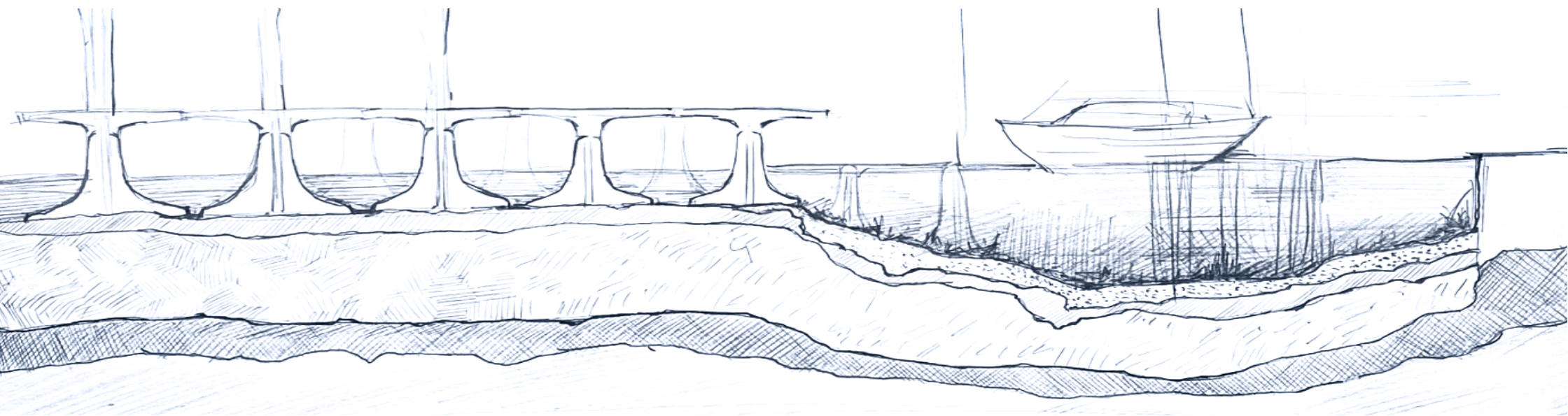
In December 2018, a central Federal Court was established to oversee claims against various responsible chemical companies for PFAS contamination of state water supplies from AFFF.

Since then, numerous local governments have filed suit seeking compensation and funding to remediate their water supplies from PFAS contamination (please see the following page for a detailed timeline).

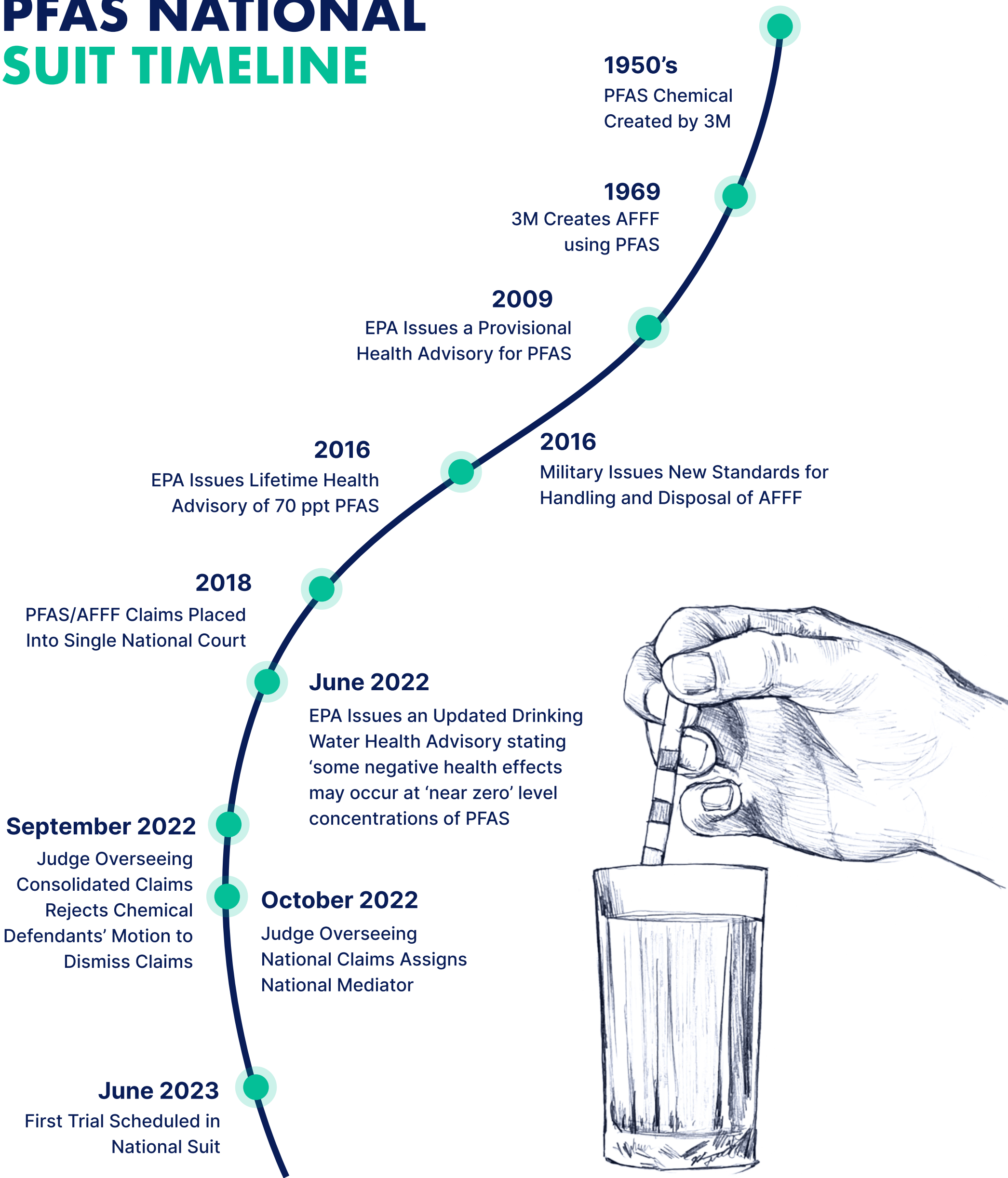
This national suit focuses on PFAS contamination caused by firefighting foam (AFFF), which was extensively used nationwide. In September 2022, the Judge overseeing the cases denied the chemical manufacturers' motion to dismiss the claims. They cited 3M's delay in disclosing critical information to the government:

The record before the Court contains material factual disputes concerning whether 3M's delay for decades in disclosing its internal studies on the health and environmental effects of PFOS and related compounds retarded the government's knowledge and understanding of the danger PFOS posed to human health and the environment and resulted in a significant delay in the government discontinuance of the use of 3M's AFFF.

One month later, in October 2022, the Judge appointed a professional national mediator to discuss possible claims resolution with the parties.



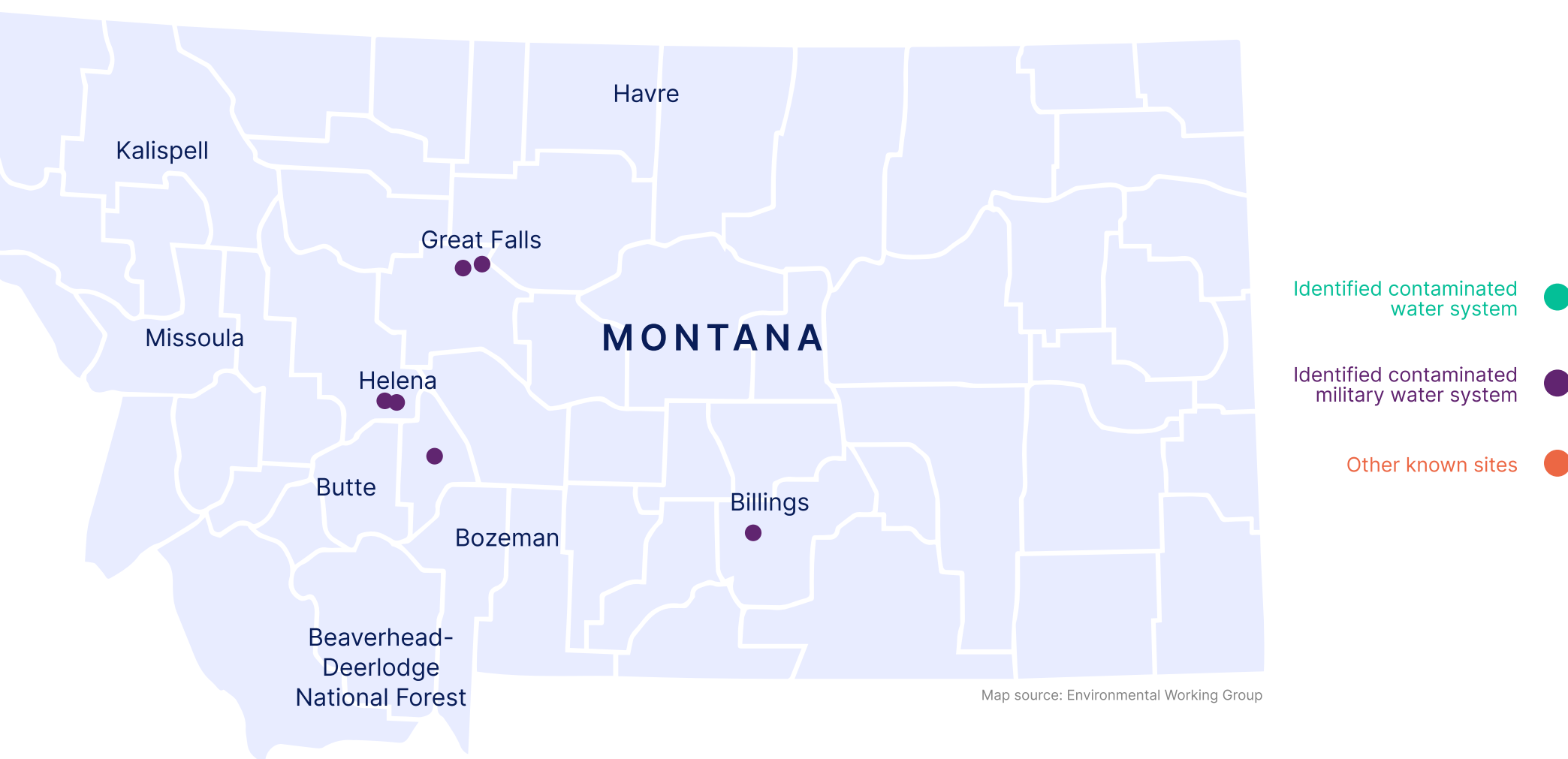
PFAS NATIONAL SUIT TIMELINE



CURRENT PFAS ISSUES: MONTANA

In Montana, potential sources of PFAS contamination include industrial facilities, wastewater treatment plants, and airports. The Department of Environmental Quality (DEQ) conducted sampling at both high and low-risk sites in cities like Billings, Bozeman, Great Falls, and Helena.

Notably, the site near Malmstrom Air Force Base in Great Falls exhibited PFAS levels surpassing 184 times the screening limit, while the site in Billings, located near the airport, was almost four times the threshold, though its exact contamination source still requires further investigation.



PFAS Have Been Detected Across the State's Drinking Water Supplies

Aqueous Firefighting Foam (AFFF), which contains a high level of PFAS, has been used extensively by military bases, airports, industrial locations, and firefighters to combat fires.



NATIONAL SUIT ADDRESSING PFAS REMEDIATION DAMAGES SETS ASIDE FUNDS FOR STATE AND LOCAL GOVERNMENTS

A water system that adequately protects against harmful PFAS costs municipalities at least \$5 million. Without signing up for the MDL, your municipality could be putting the bill on your taxpayers. Stag Liuzza is working with towns and cities across the country to put the cost of a new water treatment plant on the companies that polluted it. Join us.

By filing a claim in this national suit, a state or local water supplier can seek damages for remediation of any PFAS contamination in their water supply. Such remediation will be especially critical if the United States EPA issues a zero-level regulation this year. Such a regulation would be consistent with the EPA's 2022 statement that adverse health risks can be experienced at near-zero levels of PFAS.

\$12 BILLION IN WATER CONTAMINATION SETTLEMENTS

3M agrees to \$10.3 billion settlement, Dupont agrees to \$1.19 billion over water contamination.

The companies will distribute the settlement funds to cities, counties, and other entities nationwide. These funds are earmarked for testing and remediation efforts to address the contamination of PFAS in public water systems.

WHY FILE?

Filing a claim in this nationwide lawsuit allows state or local water suppliers to seek damages for remediation of PFAS contamination in their water supply. This will be particularly vital if the U.S. EPA enacts a zero-level regulation this year, aligning with its 2022 declaration that near-zero levels of PFAS can pose adverse health risks.

In this intricate landscape, being proactive and well-informed is the key for municipalities to safeguard their interests and ensure the well-being of their residents.

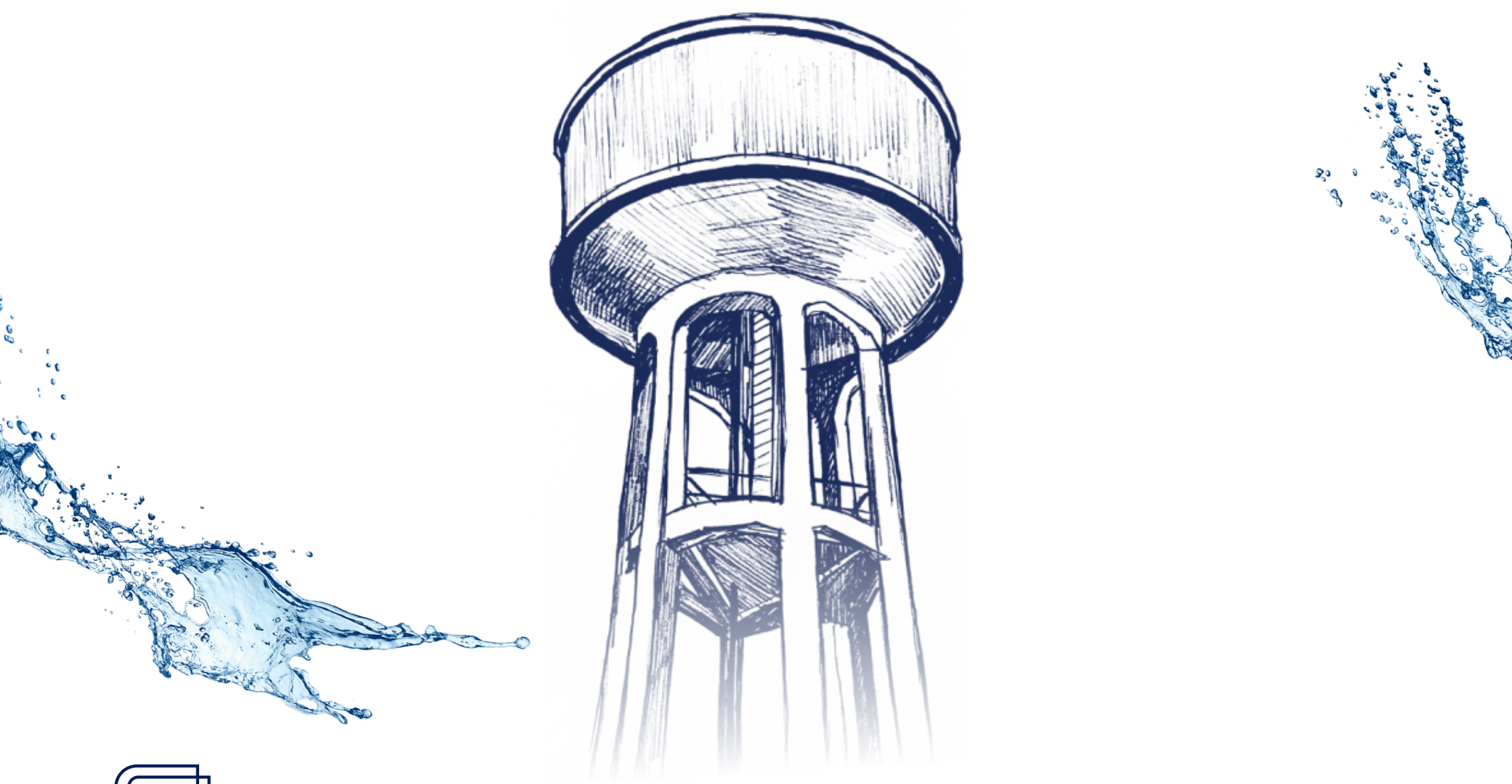


NATIONAL SUIT ADDRESSING PFAS REMEDIATION DAMAGES SETS ASIDE FUNDS FOR STATE AND LOCAL GOVERNMENTS

Understanding Phase 1 and Phase 2 Eligibility in the PFAS Settlement

The Court has already identified thousands of water systems nationwide as 'Phase One' eligible entities. These systems face an imminent deadline to gather essential data, finalize claim documentation, and officially submit their claim. Phase One claimants could receive funding as early as July 2024.

On the other hand, 'Phase Two' entities have a later timeline. They are required to perform tests on their systems and submit their claims by a later, undetermined date. Notably, even though their submission timeline differs, their compensation will be calculated based on a formula similar to that of the Phase One entities. This ensures equity in the settlement process for all affected entities.



PHASED FILING FOR PFAS REMEDATION FUNDING

PHASED FILING FOR MUNICIPALITIES: Navigating the PFAS Settlement

The recent \$10.3 billion settlement with 3M over PFAS contamination has introduced a phased approach for municipalities seeking compensation for remediation efforts. Here's a guide to understanding and navigating the phases:

The window to file for Phase 1 is rapidly narrowing. Municipalities that miss this initial phase risk delaying their access to critical PFAS remediation funds by up to 4 years. Beyond financial implications, this delay could significantly affect the health and well-being of local communities.

To be eligible for Phase 1, municipalities must file by the designated deadline in April.

THE CLOCK IS TICKING TO FILE FOR PHASE ONE

The opportunity to file within Phase One is running out. Neglecting to act promptly could lead to a significant setback, potentially deferring your municipality's acquisition of essential PFAS remediation funds by a staggering 4-5 years.

MAPPING OUT PHASE 1 SUBMISSION

For municipalities aiming to be recognized within Phase 1, action by this forthcoming April is non-negotiable. The path to filing, though layered, stands as a bulwark to secure your community's health and future. Here's a distilled guide to your next steps:

At the heart of the PFAS settlement is the need for proactive, informed decision-making. The path ahead is complex, but with the right guidance, your municipality can navigate this journey effectively, ensuring a safer, healthier future for its residents.

THE POWER OF FILING NOW

By actively participating in this nationwide lawsuit, state or local water providers stand to seek redress for any PFAS-related impurities afflicting their water sources. Taking such a step becomes even more pivotal as whispers grow louder about the U.S. EPA potentially introducing a stringent, zero-tolerance PFAS regulation this year. Such a directive would align seamlessly with the EPA's 2022 proclamation acknowledging the health hazards even at near-zero PFAS concentrations.



CRITERIA FOR PHASE 1 ELIGIBILITY IN THE PFAS WATER PROVIDER SETTLEMENT:

Establishing eligibility for this phase is crucial, as it sets the pace for subsequent steps in the legal redress process. If you're a municipality or water system aiming to secure essential funding for PFAS remediation, understanding the eligibility criteria for Phase One is the first step. Here's what you need to qualify:

01. ACTIVE PUBLIC WATER SYSTEM STATUS:

The entity must be an operational Public Water System within the United States.

02. PRESENCE OF IMPACTED WATER SYSTEM:

The entity should have one or more Impacted Water Systems as of the designated settlement date.

03. MANDATORY PFAS TESTING:

The water provider must conduct PFAS testing on all of its water sources.

04. SUBMISSION OF DETAILED TEST RESULTS:

The water system is required to procure all analytical results from the testing laboratory, including the precise numeric values. These detailed PFAS test results must be presented to the Claims Administrator either by the water provider or the testing laboratory.

05. TIMELY SUBMISSION:

The test results and other required documentation must be submitted by the dates specified by the settlement. Timeliness is crucial for Phase 1 eligibility, with an estimated filing of April 2024.



KEY STEPS TO FILE FOR PHASE 1



NOW

MUNICIPALITY/CITY MUST...

- 01. Identify Qualified Counsel to Retain
- 02. Pass Resolution to Retain Counsel
- 03. Obtain Flow Rate Data, Testing Data and Other Documents Necessary for Claim in Settlement
- 04. Review and Complete Detailed Claim Forms with Counsel and Counsel's Experts to Determine Claim Value
- 05. Consider if 'Opt Out' is the Best Course of Action for Municipality/City

DECEMBER 14, 2023 FOR
DUPONT AND FEBRUARY 2,
2024 FOR 3M

Fairness Hearing in Federal Court to
Approve Settlement

60 DAYS AFTER JUDGE
APPROVES SETTLEMENT
(ESTIMATED APRIL 2024)

Deadline to File Claim for Settlement

JULY 1, 2024

Initial Funding into Settlement Fund
for Phase One Payments



DETECTING PFAS IN YOUR WATER SOURCE



Accurate determination of the presence of PFAS in public drinking water supplies can only be done using accepted industry standard methods of testing.

Liquid Chromatography with tandem mass spectrometry (LC-MS/MS) is the accepted industry standard method for detecting PFAS in a water supply, as established by the EPA .

Failing to use industry standard testing methods makes it impossible to produce reliable results upon which to make important decisions about the safety of your town's drinking water supply or potential remediation measures.

It's imperative to create a dialogue with the testing facility and understand the testing protocol and the equipment used.

UNDERSTANDING TEST RESULTS

Not all tests are created equal, and many municipalities who have tested for PFAS are unaware of the testing method used.

Moreover, municipal decision-makers may be intimidated by the potential cost of finding PFAS in their water public water systems.

LC–MS/MS is the most effective testing method to accurately determine the presence of PFAS in public drinking water systems.

1. <https://www.epa.gov/water-research/pfas-analytical-methods-development-and-sampling-research>, 2023



FAQ

ABOUT THE PUBLIC WATER SYSTEMS AFFF/ PFAS SETTLEMENT

URGENT POTENTIAL DEADLINES TO BE PART OF THE SETTLEMENT

Recent settlements with AFFF manufacturers have deadlines set to start 60 days after the Court's approval. Failure to timely file claims could result in delayed or denied compensation.

Michael Stag has been appointed to leadership for the AFFF litigation. **Stag Liuzza** is currently representing thousands of clients in the litigation and is helping municipalities file the necessary claims to receive compensation to remediate water systems.

WHAT ARE PFAS AND WHY IS THERE A PROPOSED NATIONAL SETTLEMENT?

Since 2019, a nationwide lawsuit has been ongoing in South Carolina Federal Court concerning PFAS water contamination. PFAS are known as 'forever chemicals' because they resist degradation in the natural environment. One of several defendants agreed to a settlement fund of at least \$10.5 billion to pay public water systems (PWS) who qualify.

WHO IS PAYING THE SETTLEMENT?

Currently, 3M has agreed to contribute at least \$10.5 billion and up to \$12.5 billion to the settlement fund to be made available to 'eligible' PWS. The Dupont-related companies agreed to contribute an additional \$1.185 billion to fund a water district settlement fund. It is possible more than 20 other companies could add additional amounts into the fund at later dates as the case is continuing against these chemical manufacturers and distributors. The proposed settlement will now be submitted to the court for approval, with payments starting as early as 2024. After the Court approves the settlement, there is a 60-day deadline to submit claims.



CAN OUR **WATER SYSTEM QUALIFY** FOR A SETTLEMENT PAYMENT?

Public Water Systems servicing at least 3,300 people may qualify. If your system has any detectable level of several PFAS chemicals in it, your system should qualify for a payment.

SHOULD WE REALLY TEST FOR THIS **CHEMICAL**?

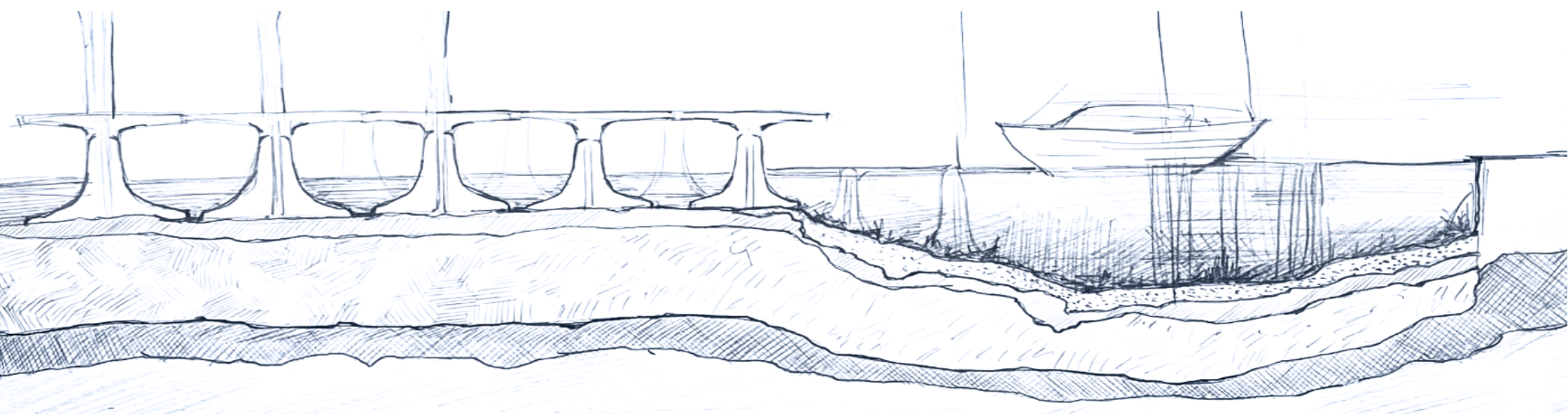
Yes. The EPA has proposed an MCL of 4 parts per trillion (ppt) for PFAS in its current PFAS regulation. If this regulation is enforced as anticipated starting in 2024, your PWS will be legally required to test and show less than 4 ppt in your system. Testing ahead of any such regulation makes sense so you can obtain compensation in the settlement to remediate the system if necessary.

HOW MUCH MAY WE **RECEIVE IN SETTLEMENT**?

A Court Appointed Settlement Administrator will consider many factors to allocate funds, including:

- ➔ Concentration of PFAS
- ➔ Adjusted flow rates with averaging for three highest rates in a 10-year period

The goal is to calculate a 'Capital Costs Component' and an 'Operations and Maintenance Costs Component' for each settlement award. From there, your award may also qualify for a 4x multiplier if your PFAS test result reaches a certain level. Individual awards could be substantial, totaling millions of dollars for highly contaminated water systems.



MEET EXECUTIVE COMMITTEE MEMBER, MIKE STAG

Among a select group, Mike Stag is one of the attorneys in this nationwide case chosen by Judge Gergel for the **Executive Committee overseeing the National PFAS litigation.**

Mike and his firm, Stag Liuzza, have fiercely advocated for cities and municipalities, notably in the recent national opioid cases. Currently, he's championing the cause for numerous cities and municipalities from multiple states in the PFAS national settlement.

Stag Liuzza is deeply rooted in plaintiff-focused environmental and complex litigation. Beyond environmental pursuits, Stag Liuzza has expanded its expertise to maritime law, personal injury, toxic torts, mineral royalties, and litigation surrounding defective pharmaceuticals and medical devices.

With over 30 years in environmental law, the firm has consistently advocated for cities and municipalities.



WHY STAG LIUZZA?

Stag Liuzza is a top national environmental law firm with decades of experience protecting the rights of communities against harmful toxins.

01. A LEADERSHIP ROLE IN THE PFAS NATIONAL CLAIMS.

Stag Liuzza has been appointed to the leadership committee for the national suit governing PFAS from AFFF.

02. EXPERTISE AND EXPERIENCE

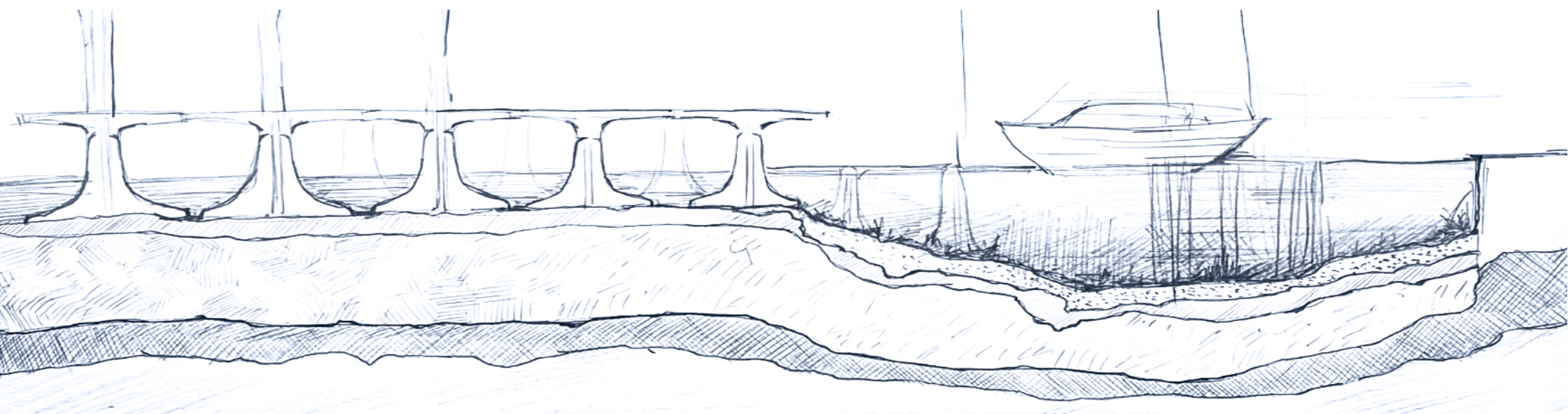
Stag Liuzza has personally handled numerous water contamination cases and specializes in this niche area of law

03. MULTIPLE CLAIMANTS/MULTI-DISTRICT LITIGATION EXPERIENCE

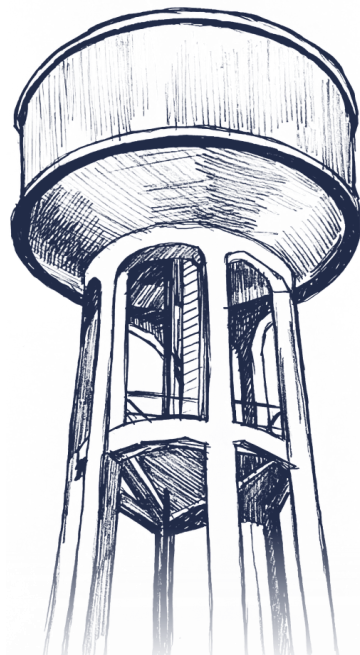
Stag Liuzza has handled cases on behalf of large communities and governmental bodies. They understand what it means to represent large significant parties in national suits.

04. EXPERIENCE REPRESENTING GOVERNMENTAL ENTITIES

Representing a state or local entity differs from representing individuals and corporate clients. Stag Liuzza has represented governmental entities for years and understands the unique concerns and requirements of doing so.



BIG CHEM TAKES US SERIOUSLY



HERE'S WHY:

15 billion+

gallons of water protected
(and counting!)

1,800

acres of soil cleanup identified
(and counting!)

100

years of combined
experience

Stag Liuzza is working with towns and cities across the country to put the cost of a new water treatment plan on the companies that polluted it.

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