

POSSIBLE MOTION

I MOVE TO approve Resolution 2026-06 on first and final reading authorizing the Municipal Administrator to execute a legal services contract with David Grossman & Associates PLLC to prosecute on a contingency basis civil legal claims for harms and property damage from contamination by microplastics including tobacco product waste, PFAS and 1,4 Dioxane.

CITY AND BOROUGH OF SITKA

RESOLUTION NO. 2026-06

A RESOLUTION OF THE CITY AND BOROUGH OF SITKA AUTHORIZING THE MUNICIPAL ADMINISTRATOR TO EXECUTE A LEGAL SERVICES CONTRACT WITH DAVID GROSSMAN & ASSOCIATES PLLC TO PROSECUTE ON A CONTINGENCY BASIS CIVIL LEGAL CLAIMS FOR HARMS AND PROPERTY DAMAGE FROM CONTAMINATION BY MICROPLASTICS INCLUDING TOBACCO PRODUCT WASTE, PFAS AND 1,4-DIOXANE

WHEREAS, the Assembly is authorized pursuant to Article II, Section 2.02 of the Home Rule Charter; and

WHEREAS, various litigations are pending against for damages against the responsible parties who substantially contributed to municipalities being contaminated by PFAS, Microplastics and 1,4-Dioxane for the harms they caused; and

WHEREAS, the City and Borough of Sitka (hereafter “the City”) received communication from the law firm of DAVID GROSSMAN & ASSOCIATES PLLC and its Partners (“Grossman”) about potential claims for economic damages in proceedings against the responsible parties; and

WHEREAS, the City is in need of testing of its land and water, and pollutants such as microplastics, 1,4 Dioxane and PFAS could be present; and

WHEREAS, a Legal Services Contract allows DAVID GROSSMAN & ASSOCIATES PLLC and its Partner firms to work with the City to have testing and mapping performed, at no expense to the City, and to prosecute on a contingency basis proceeding for damages against the responsible parties; and

WHEREAS, it appears the City is entitled to participate in proceedings against the responsible parties, and accordingly engages DAVID GROSSMAN & ASSOCIATES PLLC to investigate, make claim and/or file lawsuits on behalf of the City to recover monies which it is entitled to; and

WHEREAS, the City may possess substantial municipal contamination and cost-recovery claims arising from municipal operations, environmental pathways, public works impacts, fire department activities, landfill and leachate issues, drinking and waste water claims, former military fire training and airport-related contamination, and ongoing public nuisance conditions; and

WHEREAS, contracting with DAVID GROSSMAN & ASSOCIATES and its Partners for legal services will allow the City to efficiently participate and serve the interests of its citizens; and

WHEREAS, the claims are intended to recover damages and obtain relief for impacts to municipal systems and property, including, without limitation, drinking water systems, wastewater systems, stormwater, infrastructure, airports, fire departments and training academies, turnout gear, landfills, Airport, former military and industrial sites and other public infrastructure and environmental resources affected by such contamination.

NOW, THEREFORE, BE IT RESOLVED that the Assembly of the City and Borough of Sitka:

SECTION I: The Municipal Administrator of the City and Borough of Sitka is hereby authorized to execute a Legal Services Contract with DAVID GROSSMAN & ASSOCIATES PLLC, a copy of which will be on file at the Administrative Offices of the City to investigate and file lawsuits and/or claims on a contingency basis, on behalf of the City for harms and damages and to recover such monies.

PASSED, APPROVED, AND ADOPTED by the Assembly of the City and Borough of Sitka, Alaska on this 14th day of July, 2026.

Steven Eisenbeisz, Mayor

ATTEST:

Sara Peterson, MMC
Municipal Clerk

1st and final reading: 07/14/26

Sponsor: Administrator

DAVID GROSSMAN & ASSOCIATES PLLC

881 OCEAN DRIVE, Unit 14H, Key Biscayne, Florida 33149

Telephone: (631) 815-2575

dgrossman@grossmankelly.com

LEGAL SERVICES CONTRACT

THIS CONTRACT IS SUBJECT TO ARBITRATION UNDER
FEDERAL AND STATE ARBITRATION ACTS.

WHEREAS, the undersigned (“Client”) agrees to retain DAVID GROSSMAN & ASSOCIATES, PLLC (“Law Firm”) (collectively, “Parties”) as Client’s attorneys in the prosecution of any legal claim for negligence (or any other viable cause of action) against any and all parties found to be responsible for injuries and or property damages suffered by us and/or our members arising out of contamination of water supplies by per- and polyfluoroalkyl substances (PFAS) and including, without limitation, fire department, Turnout gear, 1,4-dioxane, microplastics, tobacco product waste and other water pollutants.

1. **FEE PERCENTAGE**: As consideration for legal services rendered and to be rendered by the Attorneys in carrying out the purpose hereof, Client agrees to pay Law Firm one-third (33 %) of all gross amounts recovered, plus expenses as outlined in sections #2 (“Disbursements”) and #3 (“Financing of Case”) below. Client assigns, and the Law Firm accepts and acquires as its fee, a proportionate interest in the subject matter of any claim, action, or suit instituted or asserted under the provisions of this agreement. **The Client shall pay no expenses or fees in case of loss.**
2. **DISBURSEMENTS**: In the event there is no recovery, the Client shall not be obligated to pay the Law Firm a legal fee for services rendered. Disbursements may include some of the following expenses: court filing fees, sheriff fees, medical and hospital report/record fees, doctor’s report, court stenographer fees, deposition costs, expert fees for expert depositions and court appearances, trial exhibits, computer on-line search fees, express mail, postage, photocopy charges, document management charges, long distance telephone charges among other charges. Document management charges are the fees charged by the law firm for processing documents during litigation, such as medical records, documents produced by defendant(s) and/or other parties, etc. Processing of the documents may include but is not limited to the following: (1) scanning; (2) conversion of native files to PDF documents; (3) OCR (optical code recognition); and/or (4) indexing. At the time of settlement and distribution of proceeds, these expenses shall be deducted from the Client’s share after computation of the Attorney’s Fee. However, Client will not be responsible for any expenses or costs which exceed Client’s proportionate recovery.
3. **FINANCING OF CASE**: If the firm borrows money from any lending institution to finance the cost of the client’s case, the amounts advanced by this firm to pay the cost of prosecuting or defending a claim or action or otherwise protecting or promoting the client’s interest will bear interest at the highest lawful rate allowed by applicable law. In no event will the interest be greater than the amount paid by the firm to the lending institution.
4. **APPEALS**: The above contingency fee does not contemplate any appeal. The Law Firm is under no duty to perfect or prosecute any such appeal until a satisfactory fee arrangement is made between the Parties and is reduced to writing regarding costs and attorneys’ fees.
5. **NO GUARANTEE OF FINAL OUTCOME**: No attorney can accurately predict the outcome of any legal matter. Accordingly, the Law Firm makes no express or implied representations as to the final outcome of the matter(s) contemplated by this Agreement.



6. **PARTIES BOUND:** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representative, successors and assigns.
7. **PRIOR AGREEMENTS SUPERSEDED:** This Agreement constitutes the sole and only agreement of the Parties hereto and supersedes all prior understandings or written or oral agreement between the Parties respecting the within subject matter, if any.
8. **TERMINATION OF REPRESENTATION:** The Client may terminate the Law Firm's representation of it at any time by providing written notice to the Law Firm at the above address.
9. **APPROVAL NECESSARY FOR SETTLEMENT:** Client hereby grants the Law Firm power of attorney so that the Law Firm may have full authority to prepare, sign and file all legal instruments, pleadings, drafts, authorizations, and papers as shall be reasonably necessary to conclude the representation including settlement and/or reducing to possession any and all monies or other things of value due to Client under its claim as fully as the Client could do so. The Law Firm is authorized and empowered to act as Client's sole negotiator in any and all negotiations concerning the subject of this Agreement. **However**, all decisions regarding final resolution of the litigation, including settlement, are within the sole power of the Client. The firm will not settle any matter without the explicit consent of the client.
10. **ASSOCIATION OF OTHER ATTORNEYS:** The Law Firm may, at its own expense, use or associate with other law firms in the representation of the Client. If the Law Firm should engage other attorneys to act as cocounsel, this will be done at the expense of the Law Firm. This expense is not considered part of the reimbursable expenses outlined herein under "Disbursements" in item #2. Client understands that the Law Firm is a Limited Liability Partnership with a number of attorneys. Several of those attorneys may work on Client's case.
11. **ASSOCIATE COUNSEL:** Another attorney may participate in the division of fees in this case and assume joint responsibility for the representation of Client, either in the event that the Law Firm retains associate counsel or in the event that Client later chooses new counsel, provided that the total fee to Client does not decrease as a result of the division of fees and that the attorneys involved have agreed to the division of fees and assumption of joint responsibility.
12. **LEGAL CONSTRUCTION:** In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained.
13. **DISPUTE:** In the event of a dispute between the Client and the Law Firm, it will be resolved at National Arbitration in Garden City, New York and New York law will govern. Each party to pay its own costs and expenses. This arbitration provision shall be enforceable in either federal or state courts in New York pursuant to the substantive federal laws established by the Federal Arbitration Act. Any party to any award rendered in such arbitration proceeding may seek a judgment upon the award and that judgment may be entered by any Supreme Court in New York having jurisdiction.
14. **Council Approval Contingency.** Client is entering into this Agreement prior to formal approval by its governing body due to a looming filing deadline and represents that the undersigned has authority to execute this Agreement for such purpose. This Agreement shall be effective upon execution; however, if the Client's governing body rejects the engagement within fifteen (15) days of the Effective Date, Client may terminate this Agreement by written notice, and the engagement shall end without any obligation for attorneys' fees, costs, or expenses. If no such rejection and notice are provided within fifteen (15) days, the Agreement shall be deemed fully approved and ratified by the Client.



Client certifies and acknowledges that Client has had the opportunity to read this Agreement. Client further affirms that Client has voluntarily entered into this Agreement, that Client has been advised that Client may seek legal counsel to review this Agreement before signing, and that Client is fully aware of the terms and conditions contained in this Agreement.



SIGNED AND ACCEPTED ON THIS _____ day of _____, 2026.

CLIENT SECTION

LAW FIRM SECTION

Please print Client Entity Name:	DAVID GROSSMAN & ASSOCIATES, PLLC
Print Name & Title of Authorized Representative:	
Signature of Authorized Representative:	BY:
Contact Email:	DATE:
Contact Phone:	co-counsel
Address (Street + Suite if Applicable):	
City, State, Zip:	

INFORMATION DETAILS:

Client: _____
1. Main contact person: _____
Phone number: _____
Email address: _____
Address: _____

Tax ID / EIN #

Number of Pumping stations:

Gallons per Day for each station:

Gallons per minute per each station:

2. Legal counsel: _____
Main contact person: _____
Phone number: _____
Email address: _____
Address: _____

(You may submit an attached document to provide this information)

3. Public Works Superintendent: _____
Main contact person: _____
Phone number: _____
Email address: _____
Address: _____

4. Environmental Engineering Firm (if applicable): _____
Main contact person: _____
Phone number: _____
Email address: _____
Address: _____

5. Have you conducted any PFAS or other contaminants tests in your water supply or other property (soil, sludge, ponds, among others)?

Yes _____ No _____

If yes, were there detectable levels – please explain:

