

RESOLUTION NO 2026-132

CITY OF LAKE CITY, FLORIDA

A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA APPROVING THAT CERTAIN LEGAL SERVICES AGREEMENT WITH THE LAW FIRM OF BARTLETT LAW OFFICES, P.C. FOR LEGAL SERVICES RELATED TO PHASE 2 CLAIMS AGAINST THE MANUFACTURER(S) OF FIREFIGHTING FOAM PRODUCTS, INCLUDING PFAS PRODUCTS, USED IN PROXIMITY TO THE CITY'S AIRPORT WHICH CAUSED DAMAGE TO THE CITY; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT THEREOF; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; DIRECTING THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, legal services are exempt from the competitive procurement processes of the City of Lake City (the "City"); and

WHEREAS, the City has need of specialized legal services with respect to filing claims for arising from the use of PFAS at or near the Lake City Gateway Airport (the "Airport"); and

WHEREAS, the City's testing shows the presence of these chemicals in the City to be within levels meeting established tolerances considered to be of no imminent danger to the public health by state and federal environmental standards; and

WHEREAS, the City has claims against two of the largest producers of PFAS chemicals -- 3M and DuPont -- in the AFFF Products Liability Litigation known as MDL 2873 Settlement (the "Project"); and

WHEREAS, the Bartlett Law Offices, P.C. (the "Vendor"), a law firm, has consented to represent the City in furtherance of the Project; and

WHEREAS, the Vendor has submitted a proposal in the form of a legal services agreement (the "Agreement") in the form attached as an exhibit hereto; and

WHEREAS, the City desires to and does accept the terms of Vendor's proposed Agreement; and

WHEREAS, in furtherance of completing the Project, the Vendor and the City desire to enter into the Agreement; and

WHEREAS, engaging the Vendor to represent the City in the claims process against 3M and DuPont would enhance the City's eligibility to be compensated for damages from pending class action lawsuits against these two companies; and

WHEREAS, completing the Project by engaging the Vendor's services pursuant to the Agreement

is in the public interest and in the interests of the City; now therefore

BE IT RESOLVED by the City Council of the City of Lake City, Florida:

1. Engaging the Vendor to provide the products and services in the Agreement to complete the Project is in the public or community interest and for public welfare; and
2. In furtherance thereof, the Agreement in the form of the Exhibit attached hereto should be and is approved by the City Council of the City of Lake City; and
3. The Mayor of the City of Lake City is the officer of the City duly designated by the City's Code of Ordinances to enforce such rules and regulations as are adopted by the City Council of the City of Lake City; and
4. The Mayor of the City of Lake City is directed to execute on behalf of and bind the City to the terms of the Agreement;
5. All prior resolutions of the City Council of the City of Lake City in conflict with this resolution are hereby repealed to the extent of such conflict; and
6. This resolution shall become effective and enforceable upon final adoption by the City Council of the City of Lake City.

APPROVED AND ADOPTED, by an affirmative vote of a majority of a quorum present of the City Council of the City of Lake City, Florida, at a regular meeting, this ____ day of October, 2026.

BY THE MAYOR OF THE CITY OF LAKE CITY,
FLORIDA

Noah E. Walker, Mayor

ATTEST, BY THE CLERK OF THE CITY COUNCIL
OF THE CITY OF LAKE CITY, FLORIDA:

Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Clay Martin, City Attorney

LEGAL RETAINER

WHEREAS, the undersigned (the “Client”) agrees to retain Bartlett Law Offices, P.C. to file a claim for contamination/remediation and harms caused by PFAS in its Public Water System in the AFFF Products Liability Litigation (MDL 2873) Settlement. The client is the City of Lake City, Florida, a Florida municipality, which operates an eligible public water system, PWSID FL2120630.

1. **Applicable Law and Venue.** This Retainer shall be governed by and construed in accordance with the laws of the State of Florida (without regard to principles of conflicts of laws). The parties agree all actions or proceedings arising in connection with this Retainer shall be tried and litigated exclusively in the state or federal (if permitted by law and a party elects to file an action in federal court) courts located in or for Columbia County, Florida. This choice of venue is intended by the parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the parties with respect to, or arising out of, this Retainer in any jurisdiction other than the jurisdiction specified in this section. Each party waives any right it may have to assert the doctrine of forum non conveniens or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this section.
2. **Public Records.** Law Firm shall generally comply with Florida’s public records laws, and specifically Law Firm shall:
 - a. Keep and maintain public records required by the Client to perform and/or provide the service or services contracted for herein.
 - b. Upon request from the Client’s custodian of public records, provide the Client with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Retainer and following completion of this Retainer if Law Firm does not transfer the records to the Client.

- d. Upon completion of this Retainer, transfer, at no cost, to the Client all public records in possession of the Law Firm or keep and maintain public records required by the Client to perform the service. If the Law Firm transfers all public records to the Client upon completion of this Retainer, the Law Firm shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Law Firm keeps and maintains public records upon completion of this Retainer, the Law Firm shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Client, upon request from the Client's custodian of public records, in a format that is compatible with the information technology systems of the Client.

If the Law Firm has questions regarding the application of Chapter 119, Florida Statutes, to the Law Firm's duty to provide public records relating to this Retainer, contact the Client's Custodian of Public Records at:

**Audrey E. Sikes, City Clerk,
City of Lake City Custodian of Public Records
at 386-719-5756 or SikesA@lcfla.com**

**Mailing Address
205 North Marion Avenue,
Lake City, Florida 32055.**

3. **E-Verify.** As a condition precedent to entering into this Retainer, and in compliance with Section 448.095, Fla. Stat., Law Firm and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.
- a. Law Firm shall require each of its subcontractors to provide Law Firm with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Law Firm shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Retainer.
 - b. The Client, Law Firm, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.
 - c. The Client, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Law Firm otherwise complied, shall promptly notify Law Firm and Law Firm shall immediately terminate the contract with the subcontractor.
 - d. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(5)(d), Fla. Stat. Law Firm acknowledges that upon termination of this Retainer by the Client for a violation of this section by Law Firm, Law Firm may not be awarded a public contract for at least one (1) year. Law Firm further acknowledges that Law Firm is liable for any additional costs incurred by the Client as a result of termination of any contract for a violation of this section.
 - e. Law Firm or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. Law Firm shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

4. **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-quarter (25 %) of all gross amounts recovered, plus expenses as outlined in section #2 (“Disbursements”) 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 the event there is no recovery.**
5. **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. The law firm will advance the costs of the PFAS testing. The prime reimbursable expense will be the cost of this PFAS testing. If there are additional expenses that exceed \$ 250.00, the attorneys will discuss with the client before incurring. At the time of settlement and before the distribution of proceeds, any additional expenses will be discussed with the client. These disbursements shall be deducted from the Client’s share after computation of the Attorney’s Fee as described in section # 1 above. **The Client shall pay no expenses or fees in the event there is no recovery.**
6. **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.
7. **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.
8. **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.
9. **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.
10. **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.

11. **COUNCIL APPROVAL CONTINGENCY:** This Agreement will not be legally valid unless or until the City Council approves this retainer.

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.



Kenneth G. Bartlett
Board Certified Civil Trial Attorney
Office: 203-421-4400
Cell: 203-503-1420
Email: ken@bartlettlawpc.com

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

CLIENT SECTION

LAW FIRM SECTION

Please print Client Entity Name :	Bartlett Law Offices, P.C.
Print Name & Title of Authorized Representative:	Kenneth G. Bartlett
Signature of Authorized Representative:	DATE:
Contact Email:	
Contact Phone:	
Address(Street + Suite if Applicable):	
City, State, Zip:	

EXHIBIT TO RESOLUTION



Kenneth G. Bartlett
Board Certified Civil Trial Attorney
Office: 203-421-4400
Cell: 203-503-1420
Email: ken@bartlettlawpc.com

INFORMATION DETAILS:

EIN#:

PWSID:

Client: _____

1. Main contact person: _____

Phone number: _____

Email address: _____

Address: _____

2. Legal counsel (if applicable): _____

Main contact person: _____

Phone number: _____

Email address: _____

Address _____

EXHIBIT TO RESOLUTION



Kenneth G. Bartlett
Board Certified Civil Trial Attorney
Office: 203-421-4400
Cell: 203-503-1420
Email: ken@bartlettlawpc.com

**SCAN THE SIGNED RETAINER AND INFORMATIONAL
DETAILS (4th page) TO:**

ken@bartlettlawpc.com

Or send overnight mail with tracking to:

**Bartlett Law Offices, P.C.
9 Whisper Cove Road
Old Saybrook, CT 06475**

Any questions or concerns:

Kenneth Bartlett cell/ text (203) 503-1420

EXHIBIT TO RESOLUTION