



AGREEMENT
BETWEEN
Restorical Research, LLC
AND
City of Stevenson
FOR COST RECOVERY ASSISTANCE

PRIVILEGED & CONFIDENTIAL

This Contingency Fee Agreement (“Agreement”) defines the nature and scope of the relationship between Restorical Research, LLC (“Restorical”) and City of Stevenson (“Client”) in connection with Restorical providing consulting services for the environmental cost recovery/contribution and/or insurance coverage matters described below.

1. **SCOPE OF SERVICES:** The scope of services to be provided by Restorical under this agreement will be referred to as the “Cost Recovery Assistance,” and will encompass either: (a) consulting services to assist Client in preparing and undertaking an insurance recovery action against insurers who owe Client duties of defense and indemnification for the costs of environmental investigation and remediation of contamination on, beneath or potentially migrating to or from the property pursuant to insurance policies; or (2), a cost recovery/contribution action against third parties who (i) have caused, contributed to, or exacerbated contamination on, beneath or potentially migrating to or from the property, (ii), who may have insurance policies which address such contamination, and (iii) who are liable to Client for some or all of the costs of environmental investigation and remediation. These actions collectively, or alone, are deemed the “Cost Recovery Assistance”. Cost Recovery Assistance shall consist of:
 - a. Performing such historical investigation of property records, transactional records, aerial photographs, sanborn maps, and other similar historical documents to identify potentially responsible persons;
 - b. Assist in managing the flow of information between the Client, attorneys, and consultants. Client authorizes Restorical to be copied (including blind copy) on all correspondence between Client, attorneys and consultants. Client authorizes Restorical to receive copies of all invoices;
 - c. Performing such historical investigation of insurance records and related documents to identify insurance carriers and policies that may provide insurance coverage for contamination on, beneath or potentially migrating to or from the property that is the subject of claims or demands by the Client, by any governmental agency, or a third party.

Cost Recovery Assistance does not include:

- a. Environmental investigation needed to fully delineate the nature and extent of contamination;
 - b. Environmental remediation needed to address such contamination;
 - c. Expert witness services in any cost recovery, contribution, or insurance coverage litigation that Client may hire counsel to initiate; and
 - d. Legal Services as Client understands that Restorical does not perform legal services or provide legal advice.
2. **COMPENSATION:**
 - a. **TASK 1:** As compensation for services to conduct a preliminary investigation and determine if a viable insurance policy and/or insurance coverage exists, Restorical shall receive \$10.00. Restorical shall present to Client an invoice once this investigation is complete.

- b. **TASK 2:** After review of the deliverables from TASK 1, Client, in its sole discretion, may elect to proceed to TASK 2. If Client so elects to proceed to TASK 2, as compensation for services to perform Cost Recovery Assistance for Client, Restorical shall receive a contingency fee of Ten percent (10%) of “Recovery”. Upon receipt of the Recovery, Restorical shall present to Client an invoice. Client shall pay the full amount of invoice promptly after receipt of the invoice.
 - i. The parties understand and agree that a material inducement for Restorical to enter into this Agreement and perform the Task 1 services is the opportunity to pursue the Task 2 services. If the Client elects not to pursue the Task 2 services the Client agrees (i) it will not on its own, directly or indirectly, at any time pursue any cost recovery contribution against any of the insurance identified by Restorical in providing the Task 1 services and (ii) that if the Client pursues and recovers any funds from the insurance identified by Restorical in providing the Task 1 services the Client will be obligated to pay Restorical the Task 2 fee.
3. **DEFINITION OF RECOVERY:** The term “Recovery” as used herein are all payments, flowing to the Client directly or indirectly, monetary or otherwise, from any potentially responsible party, or from any one or more of the insurers of the Client or of any potentially responsible party, whether by collection, settlement, judgment or litigation, before consideration of any income tax matters. Recovery includes but is not limited to payments for investigation and remediation work, sums attributable to interest, punitive damages or attorney’s fees.
 4. **CONFIDENTIALITY:** All communications and work product amongst any attorney for the Client (“Attorney”), Client and Restorical Research are considered completely confidential and within the full confidentiality protections of the attorney client privilege and the attorney work product privilege. Restorical Research is Attorney’s non-lawyer representative and non-testifying consultant assisting Attorney in this representation and is fully within the confidentialities of the attorney client privilege and attorney work product privilege allowable under state law and our agreement. Restorical Research understands that it will not reveal the information it has compiled to any third-party without first discussing the release with Client and/or Attorney and obtaining Client’s concurrence.
 5. **EXPENSES:** Client agrees to pay for all expenses related to title document production not to exceed \$400 per site.
 6. **ASSIGNMENT:** In the event that the real property is sold, Client agrees to either: 1) assign this contract to the new owner or 2) continue paying Restorical as per the terms of this agreement past closing.

The Client has read this Agreement carefully and understands the terms hereof.

I HAVE READ THE ABOVE AGREEMENT BEFORE SIGNING IT. THE UNDERSIGNED CLIENT ACKNOWLEDGES THE RECEIPT OF A FULLY SIGNED COPY OF THIS AGREEMENT.

City of Stevenson

Restorical Research, LLC

By: _____
Leana Kinley, City Administrator

By: _____
Benjamin S. Pariser, Principal

Date: _____

Date: _____