



**A RESOLUTION OF THE CITY COUNCIL OF THE  
CITY OF SUNNYSIDE, WASHINGTON, AUTHORIZING  
AN AGREEMENT WITH RESTORICAL RESEARCH, LLC TO PROVIDE  
ENVIRONMENTAL INVESTIGATION AND REMEDIATION CONSULTING SERVICES**

**WHEREAS**, the City of Sunnyside owns and maintains various properties within the incorporated boundaries and is responsible for its environmental condition and impacts on adjacent properties; and

**WHEREAS**, the potential of environmental issues associated with city owned and adjacent properties has created a need for consulting services for possible future environmental remediation of these properties. Restorical Research, LLC provides a service to investigate current and past insurance policies to help offset potential remediation costs. Their fee is a 10% contingency on settlements or payments made to the city from remediation actions; and

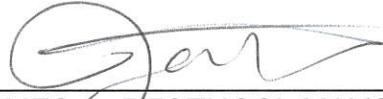
**WHEREAS**, the City of Sunnyside City Council finds and determines that an agreement between the City of Sunnyside and Restorical Research, LLC, is in the best interest of the residents of the City of Sunnyside and will promote the general health, safety and welfare;

**NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF SUNNYSIDE, WAHSINGTON**, as follows:

**SECTION 1.** That the City of Sunnyside hereby approves the agreement for consultant services for potential environmental remediation cost recovery with Restorical Research, LLC, which agreement is attached hereto as Exhibit "A" and incorporated herein by this reference, is hereby approved; and the City Manager is hereby authorized to execute and administer such agreement for and on behalf of the City of Sunnyside.

**SECTION 2.** This Resolution shall be effective upon passage, approval and signatures hereon in accordance with law.

**PASSED** this 25<sup>th</sup> day of January, 2016.



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JAMES A. RESTUCCI, MAYOR

**ATTEST:**



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DEBORAH A. ESTRADA, CITY CLERK

**APPROVED AS TO FORM:**



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KERR LAW GROUP, PLLC  
Attorneys for the City of Sunnyside

Exhibit A



Res  
2016-05

AGREEMENT  
BETWEEN  
Restorical Research, LLC  
AND  
The City of Sunnyside  
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 The City of Sunnyside (“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 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 pursuant to insurance policies, and/or a cost recovery/contribution action against third parties who have caused, contributed to, or exacerbated the contamination, and 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 Action”. 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 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 coverage for the release that are the subject of State or other government agency’s, or third party’s demands.

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. Client understands that Restorical does not perform legal services or provide legal advice.
2. **COMPENSATION:** As compensation for services provided to 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.

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 and the present value of amounts to be paid in the future.
4. EXPENSES: Client agrees to pay for all expenses related to scanning and shipping of documents not to exceed \$200 per site. Client will be made aware of expenses before incurring any costs.

*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 Sunnyside

Restorical Research, LLC

By: \_\_\_\_\_  
Donald D. Day, City Manager

By: \_\_\_\_\_  
Benjamin S. Pariser, Principal

Date: \_\_\_\_\_

Date: \_\_\_\_\_