

WHEREAS, the Firms represent and are preparing to represent other entities with claims similar to those anticipated by the City in the MDL, are familiar with the issues related to the manufacture, distribution, and use of AFFF by the City and other sources of PFAS contamination and the City desires to enter into a Cooperative Procurement contract for specialized legal services that is expected to result in cost and time savings; and

WHEREAS, the City will contain a standard contingency fee arrangement with all legal fees and expenses subtracted from any future settlement or damage recovery; and

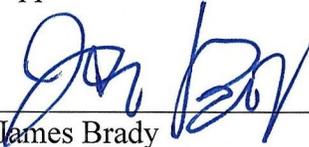
WHEREAS, Section 3-3(c)(2), Code of Ordinances, authorizes Cooperative Procurement as a specialized procurement that is expected to result in cost and time savings; NOW, THEREFORE,

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

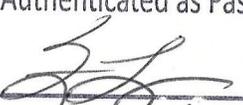
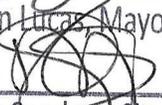
Section 1. That the City Attorney is hereby authorized to execute a Cooperative Procurement legal services contract and any contract amendments on a contingency-fee basis with the joint team, consisting of the law firms Grant & Eisenhofer, P.A. and Seeger Weiss LLP for the provision of legal services relating to the use of AFFF containing PFAS by the City and other sources of PFAS contamination.

Section 2. That the City Attorney is authorized to take such further steps as are in the best interest with regard to entering and managing the related litigation, including the decision to file suit in the MDL, without further Council approval.

Approved as to form:

  
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James Brady  
Senior Associate City Attorney



Authenticated as Passed  
  
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Quinton Lucas, Mayor  
  
\_\_\_\_\_  
Marilyn Sanders, City Clerk  
JAN 09 2025  
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Date Passed



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**File #: 241096**

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ORDINANCE NO. 241096

Authorizing the City Attorney to execute a Cooperative Procurement Legal Services Contract with a joint team, consisting of the law firms Grant & Eisenhofer, P.A. and Seeger Weiss LLP, (collectively “Firms”), for the provision of legal services with respect to damages, compensation and other relief concerning per- and polyfluoroalkyl contamination (“PFAS”); and waiving the contract solicitation and award provisions.

WHEREAS, thousands of cases have been filed against manufacturers of PFAS chemicals by affected entities, including many municipalities with sewer utilities and airports; and

WHEREAS, many of these cases have been consolidated in a Multidistrict Litigation (“MDL”) currently proceeding in the Federal District Court of South Carolina, though other litigation strategies may also be available; and

WHEREAS, claims in the MDL generally assert that the chemical manufacturers and distributors are responsible for the foreseeable contamination of property by the use of aqueous film-forming foam (“AFFF”) containing PFAS; and

WHEREAS, other PFAS related claims involve their use in the manufacturing process, and may not be limited to application of AFFF; and

WHEREAS, PFAS chemicals breakdown very slowly and have been dubbed “the forever chemical” by some; and

WHEREAS, there will be significant costs associated with determining the extent of PFAS contamination suffered by the City, the cost of remediation and regulatory compliance; and

WHEREAS, the City needs specialized outside Counsel to investigate and work with City personnel to determine the costs that the City has incurred as a result of the actions of the chemical manufacturers and distributors, and if appropriate bring an action against manufacturers and distributors of AFFF and other substances containing PFAS; and

WHEREAS, the Firms specialize in representing public entities in complex environmental litigation and multi district litigation like the MDL; and