

**Board of Commissioners
Agenda Item Transmittal Form
Procurement/Contract Transmittal Form**



RATIFICATION

Type of Contract: Single Event		CC Use Only Contract #:
Submission Information:		Vendor Information:
Contact Name: Kimbry L. Peek Sr., Director of Water Resources Department: Water Resources Project Title: Water Resources – RATIFICATION – Legal Services Contract – PFAS Retainer Agreement Budgeted: Yes Funding Account Number: N/A Contract Amount: N/A Contract Type: Services Contract Action: New Original Contract Number:		Vendor Name: Grossman & Kelly LLP Address: 1248 Montauk Highway; West Islip, NY 11795 Email: dgrossman@grossmankelly.com Phone #: 631-546-5645 Contact: David Grossman Term of Contract: Net 30 days

Notes and Comments:

VENDOR NAME: Grossman & Kelly, LLP. – **ADDRESS:** 1248 Montauk Highway; West Islip, NY 11795
VENDOR CONTACT: David Grossman. **PHONE #:** 631-546-5645. **EMAIL:** dgrossman@grossmankelly.com
CONTRACT TERM: Net 30 Days
CONTRACT AMOUNT: 25% of all gross amounts recovered, plus expenses as outlined in Sections #2 and #3 (Disbursements & Financing of Case) of the Agreement. The Client shall pay NO expenses or fees in case of no recovery.
CONTRACT TYPE: Services
CONTRACT ACTION: New

Rockdale Water Resources respectfully seeks to establish a Retainer Agreement in the prosecution of any legal claim against any and all parties found to be responsible for harms, costs, and all associated past and future damages arising out of the contamination from Microplastics including Tobacco Product Waste, 1,4-Dioxane, per and polyfluoroalkyl substances (PFAS)/AFFF (aka "forever chemicals").

Legal Counsel may pursue claims for past costs through the Special Needs Fund and for future costs through the Supplemental Fund. The Special Needs Fund may reimburse the County for documented PFAS-related expenses already incurred, including: prior sampling and lab testing; engineering, environmental, or hydrogeologic studies; treatment design; contingency planning; or capital improvements; taking contaminated wells offline or drilling replacement wells; purchasing replacement water; additional monitoring; reporting; or operator time required by regulators; grant application work and funding-related consulting; evaluations or alternative water sources; well investigations; or blending studies; legal or consulting costs directly related to compliance or settlement participation.

2026-396

GROSSMAN & KELLY LLP

1248 MONTAUK HIGHWAY

WEST ISLIP NEW YORK 11795

(631) 546-5645

dgrossman@grossmankelly.com

LEGAL SERVICES CONTRACT

WHEREAS, the undersigned ("Client") agrees to retain **GROSSMAN & KELLY LLP** and its partners ("Law Firm") (collectively, "Parties") as Client's attorneys in the prosecution of any legal claim against any and all parties found to be responsible for harms, costs and all associated past and future damages arising out of contamination from Microplastics including Tobacco Product Waste, 1,4-Dioxane, per- and polyfluoroalkyl substances (PFAS)/AFFF.

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 25% of all gross amounts recovered, plus expenses as outlined in sections #2 ("Disbursements") and #3 ("Financing of Case") below. **The Client shall pay no expenses or fees in case of no recovery.**
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. **Individual disbursements if any over \$5,000 will be agreed to by Client with the exception of the water testing, which has already been conducted.**
3. **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. In the unlikely event an appeal is

necessary the Parties which will be negotiated between the County and the Firm at that time.

4. **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.
5. **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.
6. **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.
7. **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.
8. **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 explicit consent of the client.
9. **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.
10. **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.



11. **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.
12. DISPUTES will be resolved in State or Federal Court in Client's State.
13. **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.

—signature page follows—



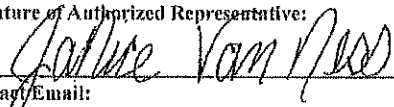
SIGNED AND ACCEPTED ON THIS 31

day of July

, 2026.

CLIENT SECTION

LAW FIRM SECTION

Please print Client Entity Name: Rockdale County Board of Commissioners	GROSSMAN & KELLY LLP
Print Name & Title of Authorized Representative: JaNice Van Ness, Chair	
Signature of Authorized Representative: 	BY: DAVID GROSSMAN
Contact Email: JaNice.VanNess@RockdaleCountyga.gov	
Contact Phone: 770-278-7028	Co-Counsel:
Address (Street + Suite if Applicable): PO Box 289	
City, State, Zip: Conyers, GA 30012	

INFORMATION DETAILS:

Client: Rockdale County Board of Commissioners

1. Main contact person: Kimbry Peek

Phone number: 404-822-6607

Email address: Kimbry.peek@rockdalecountyga.gov

Address: PO Box 289, Conyers, GA 30012

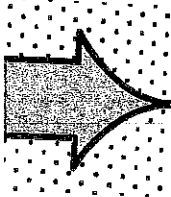
2. Legal counsel: M. Qader A. Baig & Associates, LLC

Main contact person: Qader Baig

Phone number: 770-929-1665

Email address: rockdale@mqablalaw.com

Address: 913 Commercial Street, Conyers, GA 30012



ATTEST:

Approved As To Form:

Jennifer Rutledge, County Clerk

M. Qader A. Baig, County Attorney