

# Dane County Contract Addendum Cover Sheet

Revised 06/2021

Res 315  
significant

Contract #  
Admin will assign

15848A

Dept./Division	AIRPORT	Vendor Name	Eisenstein Malanchuk LLP
Brief Addendum Title/Description	Authorizing execution of amendment to contract with Eisenstein Malanchuk LLP for environmental insurance cost recovery for the Dane County Regional Airport based on new findings.	Vendor MUNIS #	35795
		Addendum Term	
		Amount (\$)	\$ 300,000.00

Department Contact Information		Vendor Contact Information	
Contact	Amy Tutwiler	Contact	Laurence Eisenstein
Phone #	608-266-4355	Phone #	202-965-4700
Email	tutwiler.amy@dane-county.gov	Email	leisenstein@em-law.com
Purchasing Officer	Pete Patten		

Purchase Order – Maintenance or New PO				
<input type="checkbox"/>	PO Maintenance Needed	Org:	Obj:	Proj:
	PO#	Org:	Obj:	Proj:
<b>No PO Maintenance Needed – this addendum does not change the dollar amount of the contract.</b>				
<input type="checkbox"/>	New PO / Req. Submitted	Org:	Obj:	Proj:
	Req#	Org:	Obj:	Proj:

Budget Amendment				
<input type="checkbox"/>	A Budget Amendment has been requested via a Funds Transfer or Resolution. Upon addendum approval and budget amendment completion, the department shall update the requisition in MUNIS accordingly.			

Total Contracted Amount – List the Original contract info, then subsequent addenda including this new addendum					
A resolution is required when the total contracted amount first exceeds \$100,000.  Additional resolutions are then required whenever the sum(s) of any additional addenda exceed(s) \$100,000	Addendum #	Term	Amount	Resolution	
	Original		\$ 25,000.00	<input checked="" type="checkbox"/> None	Res#
	A		\$ 300,000.00	<input type="checkbox"/> None	Res# 2025 RES-315
				<input type="checkbox"/> None	Res#
				<input type="checkbox"/> None	Res#
				<input type="checkbox"/> None	Res#
				<input type="checkbox"/> None	Res#
	<b>Total Contracted Amount</b>		\$ 325,000.00		

Contract Language Pre-Approval – prior to internal routing, this contract has been reviewed/approved by:		
<input type="checkbox"/> Corporation Counsel: Adam Ussher	<input type="checkbox"/> Risk Management:	<input type="checkbox"/> No Pre-Approval

APPROVAL	APPROVAL – Contracts Exceeding \$100,000	
Dept. Head / Authorized Designee	Director of Administration	Corporation Counsel
Castillo, Cody Digitally signed by Castillo, Cody Date: 2025.11.25 08:24:48 -06'00'	Slaven, Shelby Digitally signed by Slaven, Shelby Date: 2026.01.16 13:24:12 -06'00'	David Gault

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached			
DOA:	Date In: 1/14/26	Date Out:	<input type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

## **Goldade, Michelle**

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**From:** Goldade, Michelle  
**Sent:** Thursday, January 15, 2026 10:16 AM  
**To:** Hicklin, Charles; Patten, Peter; Gault, David; Cotillier, Joshua  
**Cc:** Oby, Joe  
**Subject:** Contract #15848A  
**Attachments:** 15848A.pdf

<b>Tracking:</b>	<b>Recipient</b>	<b>Read</b>	<b>Response</b>
	Hicklin, Charles	Read: 1/15/2026 11:52 AM	Approve: 1/15/2026 11:53 AM
	Patten, Peter	Read: 1/15/2026 12:27 PM	Approve: 1/15/2026 12:29 PM
	Gault, David	Read: 1/15/2026 3:02 PM	Approve: 1/22/2026 3:58 PM
	Cotillier, Joshua	Read: 1/15/2026 10:29 AM	Approve: 1/15/2026 10:30 AM
	Oby, Joe		

Please review the contract and indicate using the vote button above if you approve or disapprove of this contract.

Contract #15848A  
Department: Airport  
Vendor: Eisenstein Malanchuk LLP  
Contract Description: Addendum for services related to environmental insurance cost recovery (Res 315)  
Contract Term:  
Contract Amount: \$300,000.00

### *Michelle Goldade*

Administrative Manager  
Dane County Department of Administration  
Room 425, City-County Building  
210 Martin Luther King, Jr. Boulevard  
Madison, WI 53703  
PH: 608/266-4941  
Fax: 608/266-4425  
TDD: Call WI Relay 711

Please Note: I currently have a modified work schedule...I am in the office Mondays and Wednesdays and working remotely Tuesdays, Thursdays and Fridays.

**AUTHORIZING EXECUTION OF AMENDMENT TO CONTRACT WITH  
EISENSTEIN MALANCHUK LLP FOR ENVIRONMENTAL INSURANCE COST RECOVERY  
FOR THE DANE COUNTY REGIONAL AIRPORT**

The Office of Corporation Counsel has recently found evidence of old insurance policies that could potentially provide coverage to the Dane County Regional Airport ("Airport") for PFAS contamination resulting from the use of aqueous film forming foam (commonly known as AFFF) as required by the FAA. Under Contract #15848, Eisenstein Malanchuk LLP ("EM") has helped with the Airport's forensic investigation as outside counsel to gather actual insurance policies and further evidence of insurance. They have also prepared and drafted notice letters to relevant insurers to begin the claim process.

Now that this initial phase has been substantially completed, the Airport has determined that it is in its best interest to continue engaging EM for the next phase to handle the Airport's claims against the relevant insurers and negotiate recovery. This work will include continuing the forensic investigation into old insurance policies, negotiating with insurers and their claim administrators for payment of ongoing defense costs, monitoring claims, and negotiating final settlements. The Airport is initially budgeting \$300,000 for EM to continue this work.

**NOW, THEREFORE, BE IT RESOLVED** that the Dane County Executive and Dane County Clerk are authorized to execute on behalf of Dane County an amendment to Contract #15848, under which Eisenstein Malanchuk LLP will continue to provide environmental insurance cost recovery services, as set forth above.



15848A

January 20, 2026

Adam S. Ussher, Esq.  
Assistant Corporation Counsel  
Office of Dane County Corporation Counsel  
Dane County Regional airport  
4000 International Lane  
Madison, WI 53704

Re: Environmental Insurance Cost Recovery – Contract Amendment

Dear Adam:

To follow up our discussions, this letter sets forth a contract amendment to the May 23, 2025 contract between the Dane County Regional Airport (“Airport”) and Eisenstein Malanchuk LLP (“EM”), in order for EM to continue to phase 2 of this project, specifically to continue its work searching for historical evidence of the liability insurance issued to the Airport, and to present and help to negotiate environmental insurance coverage claims on behalf of the Airport.

As you know we have been engaged to-date in reviewing known liability insurance evidence, and to send notice letters and coordinate initial responses to insurer inquiries. The next stage of the insurance coverage effort is a process that generally takes about three years, though it can last longer depending on the progress of site investigation and remediation and the progress of insurance negotiations. The next steps in the process will be the following:

Continuing insurance archeology and initial insurer dialogue: The first six to nine months will involve a particularly increased level of effort, both in reviewing archival documents – including in storage or at third-party locations in Wisconsin -- to try and flesh out the insurance evidence, in sending additional notice letters to insurers, and in initial discussions with the insurers to obtain any insurance information in their possession and to provide requested site background material. Some insurers will also want to meet in person, and potentially to have a site visit.

Negotiating a defense cost agreement: The next stage, which overlaps with the initial work but can extend for an additional period of months, involves the negotiation of a defense cost sharing agreement, including discussion of allocation

Adam S. Ussher, Esq.

January 20, 2026

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percentages and billing rates, and negotiation of "catch up" payments for post-tender costs already incurred.

Ongoing monitoring: The third stage becomes ongoing work to prepare and process invoices to send to the insurers (e.g., circulating allocation memos, answering insurer questions about specific invoice entries, and ongoing collection efforts) along with periodic updates to the insurers on site status and developments (by email and periodically by conference call). Depending on the work being done, this stage can last a few months or a few years.

Indemnity negotiations: The final stage, which can vary greatly in timing, is to negotiate final settlements with insurers for indemnity obligations under the policies, generally after the initial defense/investigation has been completed. This can be done based on future cost modeling, or can reflect remediation costs once they are more well defined. The negotiation process often takes a period of a year or more.

The fee arrangement for this work will continue to be on an hourly basis. For your information our current hourly rates for key personnel are as follows:

Larry Eisenstein — Senior Partner -- \$750/hr

Ellen Snyder — Senior Attorney -- \$450/hr

Associate -- \$250/hr

Margo Ramage — Insurance Consultant -- \$400/hr

David Biss — Financial/allocation Consultant -- \$400/hr

Analyst/Paralegal -- \$175/hr

As with phase 1, EM may bill reasonable expenses for travel as part of the phase 2 effort (including airfare, hotel, transportation, and meals), but EM will not bill any other costs or expenses in pursuing this project (including for copying, scanning, telephone, computerized research, etc.) without advance written permission of the Airport.

We understand that the Airport may decide, at a future date, to convert the fee arrangement to a full contingent fee or a mixed fee (e.g., 50% of our normal contingent fee and 50% of our normal hourly rates)<sup>1</sup> if advantageous to the Airport and depending on the volume of work required. If the Airport does wish to convert the fee arrangement at a later date (the "conversion date"), then such fee arrangement will be effective retroactively to the date of this Contract Amendment,

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<sup>1</sup> Generally on a pure contingent fee, where we also do not bill separately for any expenses, the fee is 35% of the insurance recovery.

Adam S. Ussher, Esq.

January 20, 2026

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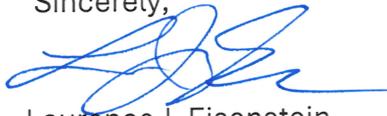
provided that: (1) any hourly fees or expenses paid prior to the conversion date will be counted as a credit in full towards fee amounts that would have been due already under the revised fee arrangement, or that become due after the conversion date under the revised fee arrangement; and (2) EM will not be required to refund any hourly fees or expenses paid prior to the conversion date.

The Airport is allocating \$300,000 for this work at this time, and written authorization from the Airport is required before EM can invoice for any hourly fees (including travel expenses) in excess of \$300,000.

Other terms and conditions will remain identical to those in our retention agreement for the Phase 1 effort.

We welcome the opportunity to continue our work on this project.

Sincerely,



Laurence J. Eisenstein

SO APPROVED for Dane County

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By:                   Melissa Agard  
                         Dane County Executive  
Dated:                \_\_\_\_\_, 2026

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By:                   Scott McDonell  
                         Dane County Clerk  
Dated:                \_\_\_\_\_, 2026