



Contra  
Costa  
County

To: Board of Supervisors  
From: Sharon L. Anderson, County Counsel  
Date: October 17, 2017

Subject: Legal services contracts and joint litigation agreement for WaterFix CEQA lawsuit

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**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the County Counsel, or her designee, on behalf of the County and the Contra Costa County Water Agency, to execute a joint litigation and fee allocation agreement, a contract for legal services with The Freeman Firm, and a contract for legal services with Soluri Meserve, all effective July 1, 2017, in connection with *County of San Joaquin, et al. v. Department of Water Resources, et al.* (Sacramento Co. Super. Ct. Case No. 34-2017-80002677).

**FISCAL IMPACT:**

The County and Water Agency will be jointly responsible for one-sixth of the attorneys' fees and costs charged by The Freeman Firm, and one-fifth of the attorneys' fees and costs charged by the Soluri Meserve law firm, to represent the petitioners in the litigation.

**BACKGROUND:**

The County and the Water Agency are petitioners in the *County of San Joaquin, et al. v. Department of Water Resources, et al.* (Sacramento Co. Super. Ct. Case No. 34-2017-80002677), filed August 21, 2017.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY

☐ RECOMMENDATION OF BOARD

ADMINISTRATOR

COMMITTEE

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Action of Board On: **10/17/2017** ☒ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYE: John Gioia, District I Supervisor  
Candace Andersen, District II Supervisor  
Diane Burgis, District III Supervisor  
Karen Mitchoff, District IV Supervisor  
Federal D. Glover, District V Supervisor

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: October 17, 2017

David Twa, County Administrator and Clerk of the Board of Supervisors

By: Stephanie Mello, Deputy

Contact: Stephen Siptroth, 925  
335-1800

cc:

### BACKGROUND: (CONT'D)

This Board Order authorizes the County Counsel, or her designee, to execute three agreements in connection with the lawsuit.

The joint litigation and fee allocation agreement will be executed by all seven petitioners in the case – Contra Costa County, the Contra Costa County Water Agency, San Joaquin County, Solano County, Yolo County, Central Delta Water Agency, South Delta Water Agency, and the Local Agencies of the North Delta. This agreement authorizes the petitioners to share privileged litigation-related communications and documents and describes how the petitioners will pay the attorneys' fees and costs incurred in the litigation.

The above seven agencies will be represented by The Freeman Firm and the Soluri Meserve law firm, but two agencies will not share in all of the legal costs. The contract for legal services with The Freeman Firm authorizes that firm to represent all of the above agencies except Local Agencies of the North Delta. Under this contract, the County and Water Agency, together, and each of the other agencies, will be responsible for paying one-sixth of all attorneys' fees and costs charged by The Freeman Firm. A separate legal services contract with the Soluri Meserve law firm will authorize that firm to represent all of the above agencies except South Delta Water Agency. And, although Local Agencies of the North Delta will be represented by this firm, it will not pay a share of the attorneys' fees and costs charged by the firm. The County and Water Agency, and each of the remaining agencies represented by this firm, will be responsible for paying one-fifth of all attorneys' fees and costs charged by Soluri Meserve.

### CONSEQUENCE OF NEGATIVE ACTION:

The County and Water Agency would not be represented by these firms, and there would be no agreement regarding the sharing of privileged documents and communications among the petitioners in this lawsuit.