

**CONTRACT FOR LEGAL SERVICES AMONG
THE COUNTIES OF CONTRA COSTA, SAN JOAQUIN,
SOLANO, AND YOLO (as members of the Delta Counties Coalition)
AND
SOLURI MESERVE**

1. Parties and Effective Date. Effective October __, 2019 (“Effective Date”), this contract is entered into by and among County of Contra Costa, a political subdivision of the State of California, (“Contra Costa”), the County of San Joaquin, a political subdivision of the State of California (“San Joaquin”), the County of Solano, a political subdivision of the State of California (“Solano”), and the County of Yolo, a political subdivision of the State of California (“Yolo”) (together, the “Agencies” and each an “Agency”), and Soluri Meserve, A Law Corporation (“Firm”). The Agencies and the Firm are sometimes referred to herein together as “Parties” and each as a “Party.” The Parties mutually agree as follows:

2. Term. The term of this contract shall be from the effective date through December 31, 2021, unless sooner terminated as provided herein. This contract supersedes all previous contracts, if any, between or among the Parties hereto concerning the Scope of Work of this contract.

3. The Firm’s Obligations.

(a) Scope of Representation. As directed by the Agencies’ County Counsel Offices, the Firm shall:

1. Provide legal services to the Agencies, through their County Counsel Offices, in an advisory capacity to assist the Agencies with managing and responding to issues affecting the Sacramento-San Joaquin Delta and the Delta Counties Coalition, and Delta-related matters described in Attachment A (Scope of Work).
2. Perform all legal research, prepare all memos, and letters, and complete any other tasks related to the representation of the Agencies within the Scope of Work;
3. Provide each Agency a reasonable opportunity to review, comment on, edit, and revise all written materials being submitted to third-party individuals and agencies arising from the Scope of Work before filing or submitting the written materials on behalf of the Agencies, or before reading the materials into the record of proceedings before the third-party individuals and agencies;
4. Confer with the Agencies’ County Counsels, or designees, regarding advocacy strategy and all other matters relevant to the Scope of Work; and
5. Advise the Agencies of all meetings and other appearances related to the Scope of Work, and, unless directed otherwise by the Agencies, attend all such meetings and appearances on behalf of the Agencies.

(b) The Firm’s member Osha Meserve shall have the primary responsibility for rendering services for the Firm under this contract. However, certain assignments may be delegated to other attorneys at the Firm who are qualified and competent to provide the professional legal services engaged hereunder. No major decision concerning the Scope of Work,

initiation of litigation, or an adversarial adjudicative proceeding, any commitment for substantial expenditure, or the hiring of a consultant is to be made without the prior approval of the Agencies' County Counsel Offices, which may be subject to the prior approval of the Agencies' governing bodies.

- (c) The Firm cannot and does not guarantee the outcome of the Scope of Work or any matter related to the Scope of Work. Neither this contract nor any term herein or in the Firm's or its attorneys' other statements to the Agencies, express or implied, shall be construed as a guarantee about the outcome of the Scope of Work or any related matter.

4. Compensation.

- (a) **Payment Limit.** The total of all fees and expenses the Firm charges the Agencies during the term of this Contract shall not exceed \$140,000 ("Payment Limit"). Notwithstanding anything to the contrary in this contract, the Agencies shall not be required to pay any fees or expenses in excess of the Payment Limit.
- (b) **Fees.** In consideration of the Firm's provision of services under this contract, the Firm shall charge the following hourly rates:

Partner	\$225/hour
Associate	\$175/hour
Paralegal	\$100/hour
Law Clerk	\$50/hour

Attachment B to this contract sets forth the names of the Firm's current attorneys and paralegals and their current hourly rates. During the term of this contract, Attachment B may be replaced whenever necessary to reflect staffing changes at the Firm, provided that Firm employees' hourly rates do not exceed the hourly rates set forth above. The Firm shall not adjust any of these hourly rates until after (a) the Firm provides at least 60 days' advance written notice to the Agencies regarding the proposed adjustment, and (b) the Agencies approve the proposed adjustment.

- (c) **Expenses.** The Firm shall be entitled to reimbursement of the following expenses incurred while performing services under this contract:
 - (1) Automobile mileage at the then-current IRS rate (currently, \$0.58 per mile);
 - (2) Parking and meals required while attending meetings at actual costs; and
 - (3) Messenger and delivery services, computerized research, videotape recording, conference call services, postage, long distance telephone charges, facsimile transmission, photocopying costs, and similar expenses at actual cost incurred.

5. Billing and Payment. The Firm shall bill in six-minute increments for services provided under this contract. The Firm shall charge each of the Agencies one-fourth of the Firm's attorney's fees and expenses incurred under this contract. No Agency shall be required to pay

more than one fourth of the Payment Limit of this contract. The Firm shall submit to each Agency, through that Agency's County Counsel's Office, a properly documented billing statement monthly, in the form and manner prescribed by the Agencies. The Firm shall include with its billing statement to each Agency a copy of each billing statement sent to each other Agency, unless the same billing statement is sent to all of the Agencies. Each billing statement shall itemize the type of services performed under this contract related to Scope of Work, the date the services were performed, who performed the services, the amount of time spent on such services, the total fees and charges incurred, and the total to be paid individually by each Agency. Each Agency will remit payment to the Firm within 60 days of receipt of a billing statement.

6. Independent Contractor Status. This contract is by and among independent contractors and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association.

7. Subcontract and Assignment. The Firm may not subcontract any of the work or assign any of his rights or obligations under this contract without prior written consent of the Agencies.

8. Records. The Firm shall at all times keep a complete and thorough record of the time expended and services performed on behalf of Agencies and shall also make available to the Agencies for audit all such records maintained.

9. Indemnification. The Firm shall defend, indemnify, save, and hold harmless each Agency and its officers and employees from any and all claims, costs, and liability for any damages, injury, or death arising directly or indirectly from or connected with the services provided hereunder due to claimed or alleged to be due to negligent or wrongful acts, errors, or omissions of the Firm or any person under its control, save and except claims or litigation arising through the sole negligence or willful misconduct of any Agency, or its officers or employees, and will make good to and reimburse each Agency for any expenditures, including reasonable attorney's fees, the Agency may make by reason of such matters. The obligations contained in this section shall survive the termination of this contract.

10. Insurance. The Firm shall maintain malpractice insurance throughout the term of this contract.

11. Fee Disputes. While the Firm does not anticipate any disputes about the quality of legal services rendered or the cost of those services, if any such disputes should arise the Firm's policy is to promptly and equitably address disagreements with the Agencies. The Agencies have the right to submit any dispute regarding the Firm's fees to the local bar association pursuant to California Business & Professions Code section 6200 et seq.

12. Conflicts of Interest.

(a) Avoiding Conflicts. The Firm and members of the Firm's staff shall avoid any actual or potential conflicts of interest. The Firm agrees to notify each Agency immediately of any case or situation which may involve an actual or potential conflict of interest for Agency's

review and decision.

- (b) Joint Representation. Notwithstanding Section 12(a), above, Agencies are informed and understand that each Agency may disagree with the intent, strategy, or instruction to the Firm of one or more other Agencies related to the Scope of Work, including but not limited to, legal arguments and theories, and communications with opposing parties. Each Agency acknowledges and consents to such potential conflicts in the representation and agrees to work cooperatively with each other and the Firm to resolve any such conflict. However, each Agency expressly reserves the right to send its own correspondence if there is substantial disagreement among the Agencies regarding the content of a proposed correspondence.
 - (c) Adverse Litigation. The Firm and the Agencies agree that a lawsuit filed by the Firm on behalf of a third party against any Agency during the term of the Firm's representation of that Agency under this contract would create an actual conflict of interest, and the Firm shall not file such a lawsuit without the informed written consent of each Agency that would be a party to such litigation.
13. Termination.
- (a) This contract may be terminated by an Agency, at its sole discretion, upon written notice to the Firm and the other Agencies. Should any Agency exercise termination of the contract pursuant to Section 13(a), or elect to retain alternate counsel, each Agency agrees that the Firm may continue to represent the other Agencies in the Scope of Work and this contract shall survive and continue with respect to the non-terminating Agencies.
 - (b) The Firm may terminate this contract as to any Agency upon 90 days prior written notice to the Agency provided the Agency is current on all billing invoices. If the Agency is delinquent on any billing invoice, the Firm may terminate this contract upon 60 days prior written notice, subject to any court authorization required. An Agency will be deemed delinquent if Agency has not paid a billing statement sent to that Agency within 60 days of receipt, as long as that billing statement is not the subject of a dispute between the Agency and the Firm.
14. Reports. The Firm shall comply with California Government Code section 7550.
15. Entire Agreement. This contract contains the entire agreement among the Parties hereto and all prior understandings or agreements, oral or written, of whatsoever nature regarding this matter are superseded and terminated by this contract and are hereby abrogated and nullified. This contract may not be modified in any manner except by an instrument in writing executed by the parties or their respective successors in interest.
16. Counterparts. This contract may be executed in counterparts, each of which shall be deemed an original.

[Remainder of page left blank. Signatures on next page.]

COUNTY OF CONTRA COSTA

COUNTY OF SAN JOAQUIN

By: _____
Purchasing Agent/Designee

By: _____
J. Mark Myles, County Counsel

Approved as to form:
Sharon L. Anderson, County Counsel

By: _____
Stephen M. Siptroth, Deputy County Counsel

COUNTY OF SOLANO
Bernadette Curry, County Counsel

COUNTY OF YOLO

By: _____
Dan Wolk, Deputy County Counsel

By: _____
Philip Pogledich, County Counsel

SOLURI MESERVE, A Law Corporation

By:  _____
Osha Meserve

Taxpayer Identification No.: 26-0668716

Attachments

Attachment A – Scope of Work

Attachment B – Soluri Meserve Scope of Work and Attorneys' & Paralegals' Names and Hourly Rates

SMS

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ATTACHMENT A

Scope of Work for Agencies

Introduction. The Agencies are four of the five counties that comprise the Delta Counties Coalition (DCC). The DCC advances the shared interests and goals of the five Delta counties in the various processes relating to management of water and resources in the Delta. The Firm shall assist the Agencies in this effort by using its existing expertise on Delta matters to ensure that the Agencies' interests are effectively and efficiently advanced in the processes that will affect the Agencies' resources and populations. The table below sets forth the services that the Firm will perform to represent the Agencies interests before certain boards, commissions, and groups, and in certain processes, on matters related to the development of a one-tunnel WaterFix project, and on matters related to the State Water Resources Control Board's water quality control plan and related voluntary settlements.

Scope of Work. As directed by the Agencies' County Counsels, or designees, the Firm shall perform the following services on behalf of the Agencies:

Entity/Process	Agencies' Goal to be Advanced by the Firm	Meetings/Monthly Hours
Resources Agency Resources Agency Water Resilience Portfolio Initiative ("WRPI")	Open and transparent process for development of WRPI that includes a prominent role for the counties. Ensure suites of options that do not include tunnels are fully considered.	As needed. <i>Avg. approx. 4 hours/month</i>
Department of Water Resources Review of Single Tunnel Project	Open and transparent process for review of new one tunnel alternative, ideally after completion of the WRPI process. At minimum, EIR for the single tunnel must include consideration of non-tunnel suites of options to improve water supplies, etc. DWR should be consulting with the counties as responsible agencies. Investigative work is underway and counties may insist on local permits being obtained.	As needed. Notice of Preparation expected in Fall 2019. <i>Avg. approx. 4 hours/month</i>
Design and Construction Authority ("CCDA")/Finance Authority	Prevent DDCA from conducting work in furtherance of the tunnel project and from taking over environmental review and community relations functions previously handled by DWR/Resources. The DDCA represents selected water export contractors and has little interest in	Two meetings per month <i>Avg. approx.. 4 hours/month</i>

Entity/Process	Agencies' Goal to be Advanced by the Firm	Meetings/Monthly Hours
	anything other than a single tunnel project. It appears that the JPAs and the JEPA need to be amended and the individual water agency approvals need to be re-done. At the Agencies' direction, the Firm will push for these actions, which will create additional opportunities for Agencies' input.	
State Water Resources Control Board Water Quality Control Plan ("WQCP") Update/Voluntary Agreement process	Participate, initially in a monitoring role, in the Voluntary Agreement process for the WQCP update. The actions contemplated will impact the Agencies and their constituents, yet there has been minimal Delta participation. The Firm will represent the Agencies and may continue to represent the interests of the Local Agencies of the North Delta representative.	One plenary meeting per month. Various workgroups may become relevant to advance DCC concerns about restoration, water quality and water supply implications for counties. <i>Avg. approx. 4 hours/month</i>
DCC	Coordination meetings and calls to develop overall DCC strategy, goals and objectives.	Regular weekly calls/meetings as necessary.* <i>Avg. approx. 6 hours/month</i>
	Estimated avg. total monthly budget:	Approx.. 22 hours @ \$225 = approx.. \$4,950

Other Potential Venues as Needed:

- Delta Stewardship Council
- EcoRestore (for Delta-wide restoration concerns)
- Water Commission
- Delta Protection Commission

With the advance written approval of the Agencies' County Counsels, or designees, the Firm may appear before these other bodies, to represent the Agencies' shared interests on matters related to the Delta.

ATTACHMENT BSOLURI MESERVE
ATTORNEYS' & PARALEGALS' NAMES AND HOURLY RATES

Name	Hourly Rate
Osha Meserve	\$225
Patrick Soluri	\$225
Nicolas Sweeney	\$175
Mae Empleo	\$100
Law Clerk	\$50