

AGENDA PLACEMENT FORM

(Submission Deadline – Monday, 5:00 PM before Regular Court Meetings)

Date: _____

Meeting Date: 11-10-2025

Submitted By: _____

Department: _____

Signature of Elected Official/Department Head:

<p>Court Decision: This section to be completed by County Judge's Office</p>  <p>11-10-2025</p>

Description:

Government Code: Section 551.071, Consultation with Attorney, Pending
Litigation, James Farmer et al v. United States Environmental Protection Agency
et al, Cause No. 24-cv-01654 in the US District Court for the District of
Columbia

Motion: Approve Johnson County Entering into PEER Litigation Representation Agreement
at No Cost to Johnson County; with Authorization for County Judge to Sign

(May attach additional sheets if necessary)

Person to Present: _____

(Presenter must be present for the item unless the item is on the Consent Agenda)

Supporting Documentation: (check one) PUBLIC CONFIDENTIAL

(PUBLIC documentation may be made available to the public prior to the Meeting)

Estimated Length of Presentation: _____ minutes

Session Requested: (check one)

Action Item Consent Workshop Executive Other _____

Check All Departments That Have Been Notified:

County Attorney IT Purchasing Auditor

Personnel Development Services Facilities Management

Other Department/Official (list) _____

**Please List All External Persons Who Need a Copy of Signed Documents
In Your Submission Email**



PUBLIC EMPLOYEES FOR ENVIRONMENTAL RESPONSIBILITY

962 Wayne Ave • Suite 610 • Silver Spring, MD 20910

Litigation REPRESENTATION AGREEMENT

This representation agreement is between Public Employees for Environmental Responsibility ("PEER") and Co-Clients James Farmer; Robin Alessi; Tony Coleman; Karen Coleman; Patsy Schultz; Johnson County, Texas; the Maine Organic Farmers and Gardeners' Association ("MOFGA"), the Potomac Riverkeeper Network ("PRKN"). This agreement uses "the Parties" to refer to PEER and Co-Clients collectively.

1. **Subject matter of the representation.** PEER will represent Co-Clients to seek an appeal of the United States District Court for the District of Columbia's ("D.C. District Court's") September 29, 2025 decision granting the U.S. Environmental Protection Agency (EPA)'s motion to dismiss in the matter of *Farmer et al. vs. U.S. Environmental Protection Agency*, No. 24-cv-1654 (DLF) [Dkt. No. 35]. The Co-Clients' original lawsuit challenged EPA's failure to identify and regulate certain pollutants in biosolids under the Clean Water Act. PEER will represent Co-Clients to seek an appeal the D.C. District Court's decision [Dkt. No. 35] to the United States Circuit Court of Appeals for the District of Columbia.
2. **Attorneys' fees and costs.** PEER will not charge any of the Co-Clients a fee for legal services or any costs of the representation.
3. **Fee recovery.** PEER agrees to represent the Co-Clients on a statutory fee recovery basis. This means that Co-Clients will not pay PEER for representation in this case, but should a Court award attorney fees and/or costs to the Co-Clients (or should EPA agree to pay attorney fees and costs in a negotiated settlement), these will be paid to PEER. Co-Client PRKN, which has in-house counsel, may seek and retain any amount that a court (or settlement agreement) awards for PRKN's attorneys' services in this litigation.
4. **Decision making.** The Co-Clients shall make decisions jointly regarding settlement of the case. PEER retains decision making authority as to all

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formal procedural and tactical decisions such as (for example) whether to seek continuances of court deadlines, and other similar decisions.

5. **Media and government contacts.** The Co-Clients understand that PEER may pursue media attention and other forms of non-legal advocacy in connection with the subject matter of the representation as set out in Paragraph 1 above. The Co-Clients may determine whether to be identified in or participate in any media coverage. The Co-Clients agree to confer with PEER before engaging with the media, opposing counsel, opposing parties, and state and federal legislators or staff regarding any issue included within the representation.
6. **Client assistance.** The Co-Clients agree to make their best effort to assist PEER in its representation by providing information or documents or in the Co-Clients' possession.
7. **No guarantee.** Litigation is uncertain by nature. While PEER has provided and will provide Co-Clients with its best professional judgment about the range of possible litigation outcomes, that judgment is not a guarantee of success and should not be construed as any such guarantee.
8. **Settlement.** PEER will promptly transmit all offers to settle this anticipated or actual litigation to the Co-Clients. PEER will make no settlement of the Co-Clients' claims without the agreement of Co-Clients. Co-Clients will not agree to settle this matter either in part or in whole, without first consulting PEER. The Co-Clients agree that in no instance will the Co-Clients waive or limit PEER's right to recovery of fees and costs. Further, the Co-Clients agree to assist PEER in obtaining full recovery of all costs and attorneys' fees as part of any settlement of the case.
9. **Other counsel.** The Co-Clients agree that PEER may utilize outside (i.e., non-PEER attorneys) to assist with any aspects of this representation. If outside counsel is utilized, it will be at no cost to the Co-Clients unless otherwise specifically agreed to in writing.
10. **Termination.** This agreement may be terminated by any of the Co-Clients or PEER for any reason, upon written notice. Should any Co-Client elect to terminate the agreement, that termination will apply only to that Co-Client, leaving the rest of the agreement intact with respect to remaining Co-Clients. Further, any Co-Clients that choose to terminate the agreement nonetheless agrees that PEER may seek and is entitled to any attorney's fees awarded in the case and will take no action to undermine

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PEER's ability to collect those fees. The Co-Clients also remain obligated to inform any substitute counsel of all provisions of this agreement, including PEER's right to recover attorneys' fees and costs from opposing parties.

11. **Disputes among Clients.** Should a dispute arise among Co-Clients regarding the procedural, tactical, or settlement strategies employed by PEER, then the Co-Clients agree that PEER may choose whether to continue or sever its representation with one or more of the Co-Clients.
12. **Disputes over any aspect of PEER's representation.**
 - a. For any disputes over any aspects of PEER's representation, PEER and the Co-Clients agree to first attempt mediation to resolve any formal dispute concerning this agreement or PEER's representation. Should mediation fail, then the parties shall utilize binding arbitration to resolve any dispute. The Co-Clients and PEER agree that the costs of any mediation or arbitration shall be equally shared between PEER and the Co-Clients as a group.
 - b. **Choice of law.** PEER and the Co-Clients agree that the law governing the interpretation of this agreement and the rights of the parties shall be the law of the District of Columbia.
13. **File retention.** PEER may dispose of the Co-Clients' files after five years unless the Co-Clients request the return of those files in writing. Notwithstanding the Co-Clients' request for files or request to destroy files, the Co-Clients agree that PEER retains the right to maintain copies of: (a) this agreement and any amendments, (b) all publicly filed documents, (c) any work product prepared by PEER, (d) any settlement agreement and related documents, and (e) any attorney-client communications.
14. **Authority to execute this agreement.** The persons signing this agreement have the authority to make the commitments described herein and acknowledge that they have read and understand the terms and conditions of this agreement.
15. **Entire agreement and amendments.** This agreement constitutes the entire contract for legal services between the parties. Any modification of the contract shall be in writing and signed by each party. Further, this agreement supersedes and replaces any previous agreement(s) (oral or

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written) that may have existed between the parties. All previous agreements are deemed void.

16. **Privilege.** The Co-Clients are reminded that all communications with PEER attorneys and staff or outside counsel engaged by PEER are privileged and confidential. Such communications should not be shared with any person, other than a legally recognized spouse, because such disclosures could breach the attorney-client privilege and allow opposing parties to inquire into those communications. Further, the Co-Clients agree not to disclose or otherwise release drafts of PEER work products that are shared with them for review or approval. All such drafts are deemed the confidential work product of PEER.

AGREED:

PEER: _____ Date: _____
Joanna Citron Day
General Counsel, Public Employees for Environmental
Responsibility

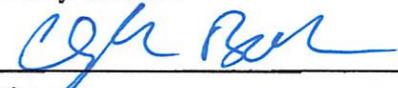
Client: _____ Date: _____
James Farmer

Client: _____ Date: _____
Robin Alessi

Client: _____ Date: _____
Tony Coleman

Client: _____ Date: _____
Karen Coleman

Client: _____ Date: _____
Patsy Schultz

Client:  Date: Nov. 10, 2025
Johnson County

Client: _____ Date: _____
MOFGA

Client: _____ Date: _____

Client initials CS Date 11/10/2025

PRKN

Client initials CB Date 11/10/2025