

Notice of Public Hearing on a Proposal to enter into a Contingent Fee Contract to pursue possible litigation against parties who may be responsible for damages to the Harris County Jury Assembly Building during Hurricane Harvey.

Pursuant to Section 2254.1036 of the Texas Government Code, the following notice is given:

At a hearing open to the public on May 19, 2020, during the regular session of Commissioners Court, the following item will be considered:

Request to retain the law firm of Norman Jolly, P.C., as contingency counsel to pursue possible litigation against parties who may be responsible for damages to the Harris County Jury Assembly Building during Hurricane Harvey and to authorize the County Judge to execute a contract with the law firm.

The following information is provided as required by the statute:

The reasons for pursuing the matter that is the subject of the legal services for which the law firm would be retained and the desired outcome of pursuing the matter:

The intended contract is for the collection of remediation and repair cost, expenses, attorney fees, and incidental costs that are due to the County resulting from the negligence, breach of contract and misrepresentations made to the County by the contractor and its subcontractors. The desired outcome is a judgment and/or settlement which would result in the collection of all costs and expenses owed to Harris County.

The competence, qualifications, and experience demonstrated by the law firm:

The firm has over 20 years of construction litigation experience collecting by settlement and/or trial damages for defective construction for governmental entities with a proven record in State Court, Federal Court, and Arbitration. It is considered one of the first and most successful firms in Texas for this type of service.

The nature of any relationship, including the beginning of the relationship, between the political subdivision or governing body and the law firm selected:

There is no contractual relationship between the firm and Harris County or any member of its governing body.

The reasons the legal services cannot be adequately performed by the attorneys and supporting personnel of the political subdivision:

The services are specialized and require significant knowledge and expertise in the area of construction, construction defects, construction remediation, and litigation.

The reasons the legal services cannot be reasonably obtained from attorneys in private practice under a contract providing for the payment of hourly fees without contingency:

Because of the voluminous paperwork and numerous technical construction and legal issues, an hourly fee for such work would likely exceed the amount of fees collected on a contingency basis.

The reasons entering into a contingent fee contract for legal services is in the best interest of the residents of the political subdivision:

The outcome of this matter weighs as much on the Firm as it does on the Client this way. The Firm will be paid the amount of the percentage-based contingency fee, regardless the number of hours the Firm spends litigating and researching. This contract will allow the County to recover remediation, repair cost and expenses, and court costs that are legally due to the County. The percentage-based contingency fee and all cost of litigation is a burden shouldered by this firm and the County will not be burdened with any attorney fee and or any expenses related to this case.