

**NOTICE OF A PUBLIC MEETING CALLED
TO CONSIDER APPROVAL OF A CONTINGENT FEE CONTRACT**

July 24, 2020

Notice is hereby given that a meeting of the Commissioners Court of Harris County, Texas, will be held on Tuesday, July 28, 2020 at 10:00 a.m., virtually, to advance the public health goal of limiting face-to-face meetings to slow the spread of the Coronavirus (COVID-19), and for the purpose of considering and taking action on the following matter brought before the Court in accordance with Tex. Gov't Code § 2254.1036(2):

Request for Commissioners Court to make findings and approve the County Judge to execute the contingent fee contract with Norman Jolly, P.C., Michael Jolly, P.C., the Rucker Law Group LLC and the Law Offices of Colby Lewis (collectively “Special Counsel”) to pursue possible litigation against parties who may be responsible for damages to the Harris County Jury Assembly Building during Hurricane Harvey. Public comments will be taken during the Public Hearing section of the meeting called for this purpose.

Pursuant to Tex. Gov't Code § 2254.1036(1), the following public notice is given:

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

The intended contract is for the collection of remediation and repair costs, expenses, attorney fees, and incidental costs and damages 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 damages, costs and expenses owed to Harris County.

(B) The competence, qualifications, and experience demonstrated by the attorney or law firm:

Special Counsel (identified by individual firm and attorney members below) 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. Norman Jolly, P.C. is considered one of the first and most successful firms in Texas for this type of service with Norman Jolly being a partner at Norman Jolly, P.C.; Michael Jolly, P.C. is part of the litigation team of Norman Jolly, P.C. with Michael Jolly being a partner at Michael Jolly, P.C.; the Rucker Law Group LLC is part of the litigation team of Norman Jolly, P.C. with Hamilton Rucker being a managing attorney at the Rucker Law Group LLC; the Law Offices of Colby Lewis is part of the litigation team of Norman Jolly, P.C. with Colby Lewis being a partner at the Law Offices of Colby Lewis. More information on this litigation team is available at jollylegal.com/attorneys.

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

The first meeting between Harris County and Special Counsel (identified by individual firm and attorney members above) occurred on March 6, 2020 after the County made inquiries as to whether a cause of action existed for damages to the Harris County Jury Assembly Building. The Office of the County Attorney had previously reviewed the matter and determined that this was not the

type of claim the County could efficiently and effectively pursue using internal resources nor was it the type of claim that would justify hiring an outside law firm at an hourly rate. The Office of the County Attorney was advised that the law firms (identified by individual firm and attorney members above) were willing to investigate this matter without charge to the County and render an opinion as to whether there was a viable cause of action. At the meeting Special Counsel agreed to review the matter. After review, Special Counsel advised the County of its opinion that a cause of action exists for defective construction and that Special Counsel will pursue the claim for the County on a contingency fee basis subject to final, statutory approval of the contingency fee contract. There is no prior relationship between Harris County or Harris County Commissioners Court and the attorney(s) or law firms selected.

(D) 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.

(E) 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.

(F) 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 weights as much on Special Counsel as it does on the Client this way. Special Counsel will be paid the amount of the percentage-based contingency fee, regardless the number of hours Special Counsel 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 Special Counsel and the County will not be burdened with any attorney fee and or any expenses related to this case.