

**Questionnaire  
Request for Review and Approval  
of Proposed Contingent Fee Legal Services Contract  
§403.0305, Tex Gov't Code**

1. Name, mailing address, and website of requesting public agency as defined in §30.003(3) Texas Water Code.

**Response:**

**Name:** Williamson County, Texas  
**Address:**

**Website:** <http://www.co.williamson.tx.us/>

2. Name, mailing address, e-mail address, phone, and fax number of the primary contact person for this request, and one backup contact person for this request, for the requesting public agency.

**Response:**

**Primary and Backup Contact Persons:**

**Primary:**

**Name:** Williamson County Judge  
**Address:** 710 Main Street, Suite 101  
Georgetown, Texas 78626  
**E-Mail:** [ctyjudge@wilco.org](mailto:ctyjudge@wilco.org)  
**Phone:** (512) 943-1550

**Backup:**

**Name:** Hal C. Hawes  
General Counsel  
Williamson County Commissioners Court  
710 Main Street, Suite 200  
Georgetown, Texas 78626  
**Phone:** (512) 943-3862  
**Email:** [hhawes@wilco.org](mailto:hhawes@wilco.org)

3. Specify all of the following and include the attachment:
  - (a) general enabling legislation or authority for the public agency *and* the specific legislation or authority that brings the submitting entity within the provisions of §30.003(3), Texas Water Code and therefore §403.0305, Tex Gov't Code;

**Response:** Williamson County is a “Public agency” as defined within Texas Water Code §30.003(3) because it is a “political subdivision, which has the power to own and operate waste collection, transportation, treatment, or disposal facilities or systems.”

(b) legal authority to enter into outside counsel contracts; and

**Response:** Williamson County’s legal authority to enter into outside counsel contracts is contained in the Texas Constitution, Article V, Section 18(b), as applied and interpreted by the Texas Supreme Court’s opinions in *Adams v. Seagler*, 112 Tex. 583, 25 S.W. 413 (Tex. 1923) and *Guynes v. Galveston County*, 861 S.W.2d 861 (Tex. 1993), and Texas Attorney General Opinions Number GA-0153 (2004) and LO-97-011 (1997).

(c) description of governing body or elected or appointed officer.

**Response:** Williamson County is a political subdivision of the State of Texas. Williamson County’s Commissioners’ Court is made up of five elected officials: four Commissioners and one County Judge.

Attach is a copy of the resolutions or minutes approving signature of the contract on behalf of the public agency.

**Response:** See Exhibit A: Signed and entered Resolution of The Williamson County Commissioners’ Court on September 25, 2018.

4. Specify whether this is a new contract or a renewal or amendment of a prior contract and requested effective date. For renewals or amendments, attach the written approval of the Comptroller’s Office of the initial contract under these provisions or an explanation as to why it is not attached.

**Response:** The Counsel Contingent Fee Contract attached as Exhibit B (the “Contract”) is a new contract.

5. State the reason for the request and describe the legal services that are required.

**Response:** Williamson County has retained outside counsel to pursue a suit under the laws of the State of Texas against various entities, including without limitation pharmaceutical companies, distributors or local persons or entities, that design, manufacture, market, promote, and/or sell prescription opioid drugs, and those acting in concert with them

(collectively, "Defendants"). These claims arise out of Defendants' negligence, fraud, misrepresentations, mislabeling, and other actions taken by them in the marketing and sale of prescription opioid drugs to the American public. Specifically, the claims arise from Defendants' role in the foreseeability of and deliberate creation of the opioid epidemic that now exists in in this country, the substantial economic harm that epidemic has caused Williamson County by way of direct and indirect costs incurred as a result of the opioid epidemic, and the substantial profits reaped by Defendants in spite of knowing that they were defrauding or acting irresponsibly toward the American public ("the Representation").

6. Are the legal fees and expenses estimated to be \$25,000 or more for this contract? If "yes" answer (a) and (b) below.

**Response: Yes, the legal fees are estimated to be more than \$25,000 for this contract.**

- (a) Did the public agency publish a Request for Proposal/Request for Information ("RFP/RFI") in the *Texas Register*, or any other publication for these legal services? Explain. If yes, attach a copy.

**Response: No, because the provisions regarding publishing a request in the *Texas Register* do not apply for this contract.**

- (b) If no RFP/RFI was published, provide an explanation of the circumstances that justified no solicitation or request for information.

**Response: Williamson County is not a state agency. It is a political subdivision of the State of Texas. The requirements for publication of an RFP/RFI in the *Texas Register* are not applicable to Williamson County in this context.**

7. In certain circumstances, Chapter 2254, Subchapter C, Tex Gov't Code, prescribes the manner in which a contingency fee must be computed. So that we may determine whether Chapter 2254, Subchapter C, Tex Gov't Code, applies to your proposed contract, please answer the following questions. If one recovery is expected under the contract, will the estimated amount that may be recovered exceed \$100,000? If a series of recoveries under the contract is contemplated, will the estimated amount that may be recovered under any one recovery exceed \$100,000? Explain.

**Response: Williamson County anticipates that there will be one recovery under this contract that will exceed \$100,000.**

8. Name, mailing address, e-mail address, phone and fax number of the lead contact at the requesting public agency who will be responsible, after contract signature and approval, for communicating with and supervising the work of the outside counsel.

**Response:**

**Hal C. Hawes**  
**General Counsel**  
**Office of Williamson County Judge**  
**710 Main Street, Suite 200**  
**Georgetown, Texas 78626**  
**Phone: (512) 943-3862**  
**Email: [hhawes@wilco.org](mailto:hhawes@wilco.org)**

9. Attach a copy of all of the following, or for any not attached, a detailed explanation as to why not attached:

- (a) the Office of the Attorney General's prior written approval as required under §402.0212, Tex Gov't Code, and Subchapter C, Chapter 2254, Tex Gov't Code;

**Response: No documents are attached for this portion of the questionnaire because these sections of the Government Code do not apply to counties.**

- (b) the governor's prior written approval and signature as required under §2254.103(c), Tx Gov't Code;

**Response: No documents are attached for this portion of the questionnaire because these sections of the Government Code do not apply to counties.**

- (c) the Legislative Budget Board's written finding as required under §2254.103(e), Tex Gov't Code, and Article IX, Sec. 16.01(k)(1), App Act; and

**Response: No documents are attached for this portion of the questionnaire because these sections of the Government Code do not apply to counties.**

- (d) the written finding by the governing body, elected or appointed officer, or governor, as appropriate under §2254.103(d), Tex Gov't Code, that:

- (1) there is a substantial need for the legal services;
- (2) the legal services cannot be adequately performed by the attorneys and supporting personnel of the public agency or by the attorneys and supporting personnel of another public agency; and

- (3) the legal services cannot reasonably be obtained from attorneys in private practice under a contract providing only for the payment of hourly fees, without regard to the outcome of the matter, because of the nature of the matter for which the services will be obtained or because the public agency does not have appropriated or other budgeted funds available to pay the estimated amounts required under a contract providing only for the payment of hourly fees.

**Response:**     **The Resolution with the requested language is attached as Exhibit A. Please also refer to the Contract which is contained at Exhibit B, in paragraph 1.1 and 1.2.**

10. Attach a scanned copy of the proposed final contract, as signed and dated on behalf of the public agency and the proposed counsel, that complies with all of the following requirements.

The proposed contract (or renewal or amendment) must include a provision that the contract (or renewal or amendment) is effective after review and approval by the Comptroller. Specify the contract (or renewal or amendment) page # and contract section # that includes this provision.

**Response:**     **Contract, section 4.5 and Comptroller signature block**

Also specify the page # and section # of the scanned contract that includes each of the following provisions [items (a) through (u)] or, if any are not included, a detailed explanation as to why the specific provision is not included.

- (a) the contracting attorney or law firm must keep current and complete written time and expense records that describe in detail the time and money spent each day in performing the contract as required under §2254.104(a), Tex Gov't Code.

**Response:**     **Contract, section 2.6.**

- (b) the contracting attorney or law firm shall permit the governing body or governing officer of the public agency, the attorney general, and the state auditor, or other officials as appropriate, to inspect or obtain copies of the time and expense records at any time on request, as required under §2254.104(b), Tex Gov't Code.

**Response:**     **Contract, section 2.7.**

- (c) on conclusion of the matter for which legal services were obtained, the contracting attorney or law firm shall provide the public agency with a complete written statement that describes the outcome of the matter, states the amount of any recovery, shows the contracting attorney's or law firm's computation of the

amount of the contingent fee, and contains the final complete time and expense records, as required under §2254.104(a), Tex Gov't Code.

**Response: Contract, section 2.8.**

- (d) provisions regarding disclosure and public information that meet the requirements of §2254.104(d), Tex Gov't Code.

**Response: Contract section 2.8.**

- (e) method by which the contingent fee is computed, as required under §2254.105(1), Tex Gov't Code.

**Response: Contract, section 2.3.**

- (f) the differences, if any, in the method by which the contingent fee is computed if the matter is settled, tried, or tried and appealed, as required under §2254.105(2), Tex Gov't Code.

**Response: Contract, section 2.4.**

- (g) the method for payment of litigation and other expenses and, if reimbursement of any expense is contingent on the outcome of the matter or reimbursable from the amount recovered in the matter, whether the amount recovered for purposes of the contingent fee computation is considered to be the amount obtained before or after expenses are deducted, as required under §2254.105(3), Tex Gov't Code.

**Response: Contract, section 2.5.**

- (h) provision that any subcontracted legal or support services performed by a person who is not a contracting attorney or a partner, shareholder, or employee of a contracting attorney or law firm is an expense subject to reimbursement only in accordance with Subchapter C, Chapter 2254, Tex Gov't Code, as required under §2254.105(4), Tex Gov't Code.

**Response: Contract, section 2.5 and 2.7**

- (i) provision that the amount of the contingent fee and reimbursement of expenses under the contract will be paid and limited in accordance with Subchapter C, Chapter 2254, Tex Gov't Code, as required under §2254.105(5), Tex Gov't Code.

**Response: Contract, section 2.5.**

- (j) establishment of the reasonable hourly rate for work performed by an attorney, law clerk, or paralegal who will perform legal or support services under the contract based on the reasonable and customary rate in the relevant locality for the type of work performed and on the relevant experience, demonstrated ability, and standard hourly billing rate, if any, of the person performing the work, as required under §2254.106(a) Tex Gov't Code.

**Response: Contract, section 2.5.**

- (k) for rates established under (j) above, the highest hourly rate for a named person under a rate schedule may not exceed \$1,000 an hour, as required under §2254.106(a), Tex Gov't Code.

**Response: Contract, section 2.5.**

- (l) establishment of a base fee, as required under §2254.106(b), Tex Gov't Code.

**Response: Contract, section 2.5.**

- (m) subject to the limitation under §2254.106(d), Tex Gov't Code, computation of the contingent fee by multiplying the base fee under §2254.106(b), Tex Gov't Code, by a reasonable multiplier based on any expected difficulties in performing the contract, the amount of expenses expected to be risked by the contractor, the expected risk of no recovery, and any expected long delay in recovery, as required under §2254.106(c), Tex Gov't Code.

**Response: Contract, section 2.5.**

- (n) in addition to establishing the method of computing the fee under §2254.106(a),(b) and (c), Tex Gov't Code, limitation of the amount of the contingent fee to a stated percentage of the amount recovered and provision that the contingent fee will not exceed the lesser of the stated percentage of the amount recovered or the amount computed under §2254.106(a),(b) and (c), Tex Gov't Code, as required under §2254.106(d), Tex Gov't Code.

**Response: Contract, section 2.5.**

- (o) optional in discretion of public agency, limitation of the amount of expenses that may be reimbursed and provision that the amount or payment of only part of the fee is contingent on the outcome of the matter for which the services were obtained, with the amount and payment of the remainder of the fee payable on a regular hourly basis without regard to the outcome of the matter, as provided under §2254.106(e), Tex Gov't Code.

**Response: Williamson County has not utilized this option to have only part of the fee contingent on the outcome of the matter with the payment of the remainder of the fee payable on a regular hourly basis. Expenses are limited by the provisions in Contract, section 2.5.**

- (p) except as provided in §2254.107, Tex Gov't Code, for mixed hourly and contingent fee contracts or for reimbursement of subcontracted work, the §2254.106, Tex Gov't Code, requirements [items (j) through (o) above] do not apply to a contingent fee contract for legal services in which the expected amount to be recovered and the actual amount recovered do not exceed \$100,000; or under which a series of recoveries is contemplated and the amount of each individual recovery is not expected to and does not exceed \$100,000, as provided under §2254.106(f), Tex Gov't Code.

**Response: Williamson County anticipates a single recovery in excess of \$100,000. Please see the response to items (j) through (o) above.**

- (q) for each individual recovery that exceeds \$100,000 under a contract described in (p) above, the §2254.106, Tex Gov't Code, requirements [items (j) through (o) above] do apply and contract includes provisions for computing the fee in accordance with such requirements for each individual recovery that actually exceeds \$100,000, as provided under §2254.106(f), Tex Gov't Code.

**Response: Williamson County anticipates a single recovery in excess of \$100,000. Please see the response to items (j) through (o) above.**

- (r) for mixed hourly and contingent fee contracts or for reimbursement of subcontracted work under §2254.107, Tex Gov't Code, provisions that meet the §2254.106(a), Tex Gov't Code [items (j) and (k) above] and §2254.106(e), Tex Gov't Code [item o above] requirements without regard to the expected or actual amount of recovery under the contract, as required under §2254.107(b), Tex Gov't Code.

**Response: The Contract is not a contract for mixed hourly and contingent fees.**

- (s) for mixed hourly and contingent fee contracts or for reimbursement of subcontracted work under §2254.107, Tex Gov't Code, provision that applies the limitations under §2254.106, Tex Gov't Code, on the amount of the contingent fee [items (j) through (o) above] to the entire amount of the fee under the contingent fee contract, including the part of the fee the amount and payment of which is not contingent on the outcome of the matter, as required under §2254.107(c), Tex Gov't Code.



**Response:     The Contract is not a contract for mixed hourly and contingent fees.**

- (t)     for mixed hourly and contingent fee contracts or for reimbursement of subcontracted work under §2254.107, Tex Gov't Code, provision that applies the limitations on payment of the fee under §2254.108, Tex Gov't Code [item (u) below] to payment of the contingent portion of the fee, as required under §2254.107(d), Tex Gov't Code.

**Response:     The Contract is not a contract for mixed hourly and contingent fees.**

- (u)     limitation on payment of fees and expenses, as required under §2254.108, Tex Gov't Code.

**Response:     Section 2254.108 does not apply because payment for the contingent fee or expenses will not come from the sources referenced in that section.**