

A RESOLUTION AND ORDER OF THE POLK COUNTY COMMISSIONERS COURT – OPIOID LITIGATION

WHEREAS, Polk County has determined that claims should be made against certain pharmaceutical-related entities for violating the Texas Controlled Substances Act, and other violations of the law in the fraudulent marketing and sales of highly addictive opioid-derived painkillers for purposes that are neither safe nor effective; and

WHEREAS, Polk County has determined that the investigation, research and litigation of such claims may require the expenditure of large sums of money and require the work of numerous lawyers, paralegals and others who are familiar with the wrongful actions and/or inactions of certain defendants and the related issues for an extended period of time; and


WHEREAS, Polk County has further determined that it is in the best interest of the County and its citizens that the County retain attorneys with significant and relevant litigation experience and Haley & Olson, P.C. and Harrison Davis Steakley Morrison Jones, P.C. are experienced in such litigation and have agreed to represent the interests of Polk County respecting such claims that have become necessary to protect the interests of Polk County.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED BY THE COMMISSIONERS COURT OF POLK COUNTY, TEXAS THAT, the Commissioners Court makes the following findings and orders:

1. That the findings and declarations contained in this Resolution are incorporated herein as part of this Resolution.
2. To the extent Subchapter C, Chapter 2254 of the *Texas Government Code* is deemed to apply to the Retention Agreement; such Retention Agreement is proposed to be entered into upon the findings of this Resolution and Order.
3. There is substantial need by Polk County for the legal services of Haley & Olson, P.C. and Harrison Davis Steakley Morrison Jones, P.C.
4. The legal services to be provided by Haley & Olson, P.C. and Harrison Davis Steakley Morrison Jones, P.C. cannot be adequately borne by attorneys of the County, its attorneys and supporting personnel.
5. The legal services to be provided by Haley & Olson, P.C. and Harrison Davis Steakley Morrison Jones, P.C. cannot be reasonably obtained from attorneys in private practice under a contract providing only for the payment of hourly fees, without regard to the outcome of this matter, because of the nature of the matter for which the services will be obtained.

6. The legal services to be provided by Haley & Olson, P.C. and Harrison Davis Steakley Morrison Jones, P.C. cannot be reasonably obtained from attorneys in private practice under a contract providing only for the payment of hourly fees, without regard to the outcome of this matter, because the County does not have appropriated funds available to pay the estimated amounts required under such a contract providing only for the payment of hourly fees.
7. The terms and conditions of the Retention Agreement between Polk County and the law firms of Haley & Olson, P.C. and Harrison Davis Steakley Morrison Jones, P.C. are hereby approved and adopted and accordingly, (a) the County Judge is hereby authorized and directed to execute the Retention Agreement and take all reasonable and necessary actions arising therefrom on behalf of Polk County consistent with the terms of this Resolution, and (b) Haley & Olson, P.C. and Harrison Davis Steakley Morrison Jones, P.C. are authorized to initiate the claims for relief and litigation on behalf of Polk County.
8. That this Commissioners Court hereby approves the terms of the Retention Agreement in substantially the form and substantially to the effect presented to this Commissioners Court with such changes therein as shall be reasonably approved by the County Judge. The County Judge and the County Clerk are authorized and directed to execute and attest (respectively) and deliver such agreements.

RESOLVED and ORDERED on the 12 day of December, 2017.



**COUNTY JUDGE
POLK COUNTY, TEXAS**



County Clerk or Deputy