

**POWER OF ATTORNEY  
AND CONTINGENCY FEE CONTRACT**

This agreement is made between Client, Webb County, Texas, referred to as "Client" and Norman Jolly, P.C. hereafter referred to as "Attorneys."

In consideration of the mutual promises herein contained, the parties hereto agree as follows:

**I. PURPOSE OF REPRESENTATION**

1.01 The Client hereby retains and employs Attorneys to sue for and recover from Satterfield & Pontikes Construction, Inc., CH2M Hill and all responsible parties, all damages and compensation to which the Client may be entitled as well as to compromise and settle all claims arising out of claims concerning construction, design, or workmanship deficiencies and to sue all responsible parties relating to the Rio Bravo Water Treatment Plant.

**II. ATTORNEYS' FEES**

2. In consideration of the services rendered and to be rendered to Client by Attorneys, Client does hereby assign, grant and convey to Attorneys the following present undivided interests in all his claims and causes of action for and as a reasonable contingent fee for Attorney's services and said contingent attorney's fee will be calculated on the total net recovery or settlement:

- |       |                                                                                                                                                                       |
|-------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 33.3% | of any settlement or recovery made before suit is filed;                                                                                                              |
| 40%   | of any settlement or recovery made after suit is filed;                                                                                                               |
| 45%   | of any settlement or recovery if an appeal is taken;                                                                                                                  |
| 50%   | of any settlement or recovery made after beginning of post judgment collection efforts and/or proceedings for collection of any judgment arising from the litigation. |

**III. ASSIGNMENT OF INTEREST**

3.01 In consideration of Attorneys' services, the Client hereby conveys and assigns to Attorneys and agrees to pay to Attorneys an undivided interest in and to all of Client's claims and causes of action to the extent of the percentages set out in Paragraph 2 and to its attorneys as follows:

Norman Jolly, P.C. will receive a 100% share of the total attorney fees as lead counsel

  
Atty. Initial

  
Client Initials

and for financing litigation expenses.

3.02 All sums due and to become due are payable in trust to Norman Jolly, P.C. in Harris County, Texas. No disbursements will be made without client's written consent.

#### **IV. APPROVAL NECESSARY FOR SETTLEMENT**

4.01 No settlement of any nature shall be made without Client's approval, and Client agrees to make no settlement or offer of settlement without the approval of the Attorneys.

4.02 Attorneys are hereby granted a power of attorney so that they may have full authority to prepare, sign and file all legal instruments, pleadings, drafts, authorizations, and papers as shall be reasonably necessary to conclude this representation as fully as the Client could so do in person.

#### **V. REPRESENTATIONS**

5. It is understood and agreed that Attorneys cannot warrant or guarantee the outcome of the case and Attorneys have not represented to the Client that the Client will recover all or any of the funds so desired. Client realizes that Attorneys will be investigating the law and the facts applicable to his claim on a continuing basis and should Attorneys learn something which in the opinion of Attorneys makes it impractical for Attorneys to proceed with the handling of Client's claim, then Attorneys may withdraw from further representation of Client by sending written notice to Client's last known address.

#### **VI. DEDUCTION OF EXPENSES**

6. Client additionally agrees that Attorneys are to be repaid and reimbursed out of Client's recovery for all Court costs and expenses of litigation Attorney has paid or incurred. Client agrees that Attorneys may borrow funds from a commercial bank to finance or pay such Court costs and Litigation expenses and the reasonable interest charged by the bank on such borrowed funds will be added to the Court costs and litigation expenses to be deducted from the settlement or recovery. If Attorneys do not obtain for client a settlement or recovery, then the Client will not pay any fees or expenses.

#### **VII. COOPERATION OF CLIENT**

7.01 Client agrees to cooperate with Attorneys at all times and to comply with all reasonable requests of Attorneys. Client further agrees to keep Attorneys advised of his/her whereabouts at all times, and to provide Attorneys with any changes of address, phone number or business affiliation.

  
Atty. Initial

  
Client Initials

7.02 Attorneys or either of them may, at his/her option, withdraw from the case and cease to represent the Client should Client fail to comply with any portion of this Agreement or should Attorneys or either of them decide that he or she cannot continue to be involved in the case. Such withdrawal will be effective by mailing written notice to client's last known address.

#### **VIII. TEXAS LAW TO APPLY**

8. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and the rights, duties and obligations of Client and of Attorneys regarding Attorneys' representation of Client and regarding anything covered by this Agreement shall be governed by the laws of the State of Texas. Any suit between Client and Attorneys or either of them regarding Attorneys' representation of Client or regarding anything covered by this agreement will be filed in a Court of competent jurisdiction in Webb County, Texas.

#### **IX. LEGAL CONSTRUCTION**

9. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

#### **X. PRIOR AGREEMENTS SUPERSEDED, MODIFICATIONS**

10.01 This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understandings or written or oral agreement between the parties respecting the within subject matter.

10.02 There shall be no modifications to this agreement either oral or written unless such modifications are in writing and agreed to by all parties hereto.

I certify and acknowledge that I have had the opportunity to read this Agreement. I further state that I have voluntarily entered into this Agreement fully aware of its terms and conditions.

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#### **NOTICE TO CLIENTS**

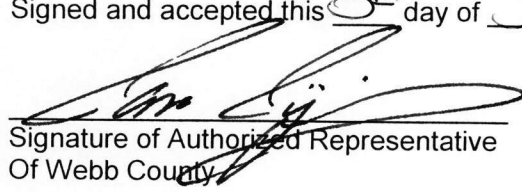
The State Bar of Texas investigates and prosecutes professional misconduct committed by Texas attorneys. Although not every complaint against or dispute with a lawyer involves professional misconduct, the State Bar Office General Counsel will provide you with information about how to file a complaint.

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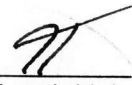
Signed and accepted this 8<sup>th</sup> day of JANUARY, 2010.

  
Signature of Authorized Representative  
Of Webb County

Tano E. Tijerina  
Printed Name of Client's Representative

  
Norman Jolly, P.C.

  
Atty. Initial

  
Client Initials

**WEBB COUNTY**

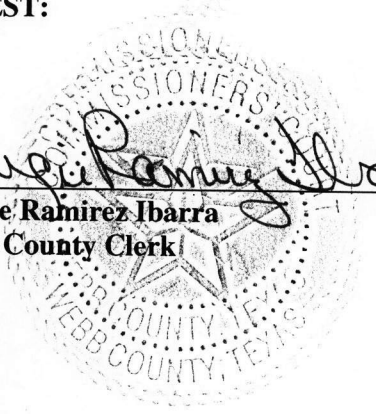


**Tano E. Tijerina**  
**Webb County Judge**

**ATTEST:**



**Margie Ramirez Ibarra**  
**Webb County Clerk**



**APPROVED AS TO FORM:**



**Marco A. Montemayor**  
**Webb County Attorney**

\*By law, the County Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval of their own respective attorney(s).