

Reliant Energy Low Income Electricity Fund (RELIEF) Program Agreement

This AGREEMENT, by and between Reliant Energy Retail Services, LLC (herein called "Reliant") a Delaware limited liability company with principal offices at 1000 Main, Houston, Texas 77002 and *Fort Bend County* (hereinafter referred to as "County"), a body corporate and politic under the laws of the State of Texas having its principal office at 301 Jackson St. Richmond, Texas 77469.

WITNESSETH

WHEREAS, Reliant is a certified Retail Electric Providers ("REPs") serving areas in Texas and is required to establish and maintain an Energy Assistance Program in accordance with the rules and regulations of the Public Utility Commission of Texas to provide energy assistance in the counties served by Reliant;

WHEREAS, *Fort Bend County* has a proven record of managing energy assistance and heat relief programs for various governmental and private entities and is capable of processing Reliant's customer payment assistance in an efficient, effective fashion; depositing said payments in designated Reliant accounts at specified banking institutions; and transmitting payment information;

WHEREAS, *Fort Bend County* has sufficient staffing located throughout the county to distribute energy assistance payments to Reliant's customers in *the county* and perform the necessary enrollment application, qualification, disbursement and remittance processing procedures;

WHEREAS, *Fort Bend County* finds the agreement serves a public purpose;

In consideration of the mutual covenants and premises hereinafter contained, Reliant and *Fort Bend County* agree as follows:

1. Description of Program and Services

For the calendar year 2009, Reliant will contribute a total of \$98,041.00 to *Fort Bend County* in support of the Reliant Energy Low Income Electricity Fund (RELIEF) Program. All funds contributed to *Fort Bend County* for energy assistance payments shall be held in trust for Reliant. Reliant shall at all times be the beneficial owner of the deposited funds. All funds that are not utilized or pledged to provide assistance to qualifying Reliant customers on or before the end of the Term shall be returned to Reliant within 10 days following the end of the Term. Neither party shall be entitled to recover any administrative fees.

Fort Bend County shall provide the following services required to manage the energy assistance program on behalf of Reliant during the term of this Agreement unless so amended in writing, by mutual agreement of the parties. Fort Bend shall

6-15-09 orig. ret. to Hopie at Social Services

have the absolute right to terminate this contract for its convenience, in whole or in part, for any reason, at any time by providing a minimum of thirty (30) days advance written notice to Reliant.

- a. *Fort Bend County* shall qualify Reliant customers as eligible recipients in accordance with the energy assistance and heat relief programs administered by government agencies and in accordance with the Reliant Energy Low Income Electricity Fund (RELIEF) Program from Reliant Energy qualifications attached hereto as Exhibit A and incorporated herein by reference and made a part of this Agreement.
- b. *Fort Bend County* will process payments through the use of the OCS/EBPP to Reliant Cash Remittance department. *Fort Bend County* shall enter the qualified customer information into a database and shall transmit the data on or before the first of the month.
- c. *Fort Bend County* shall enter payment information into its database system; process said information; reconcile output with details; create an electronic file and transmit the information to Reliant at on or before the 1st day of each month containing a list of the qualified customers and the amount of the payment for the month.
- d. *Fort Bend County* will deposit the monies due for each qualified customer on a monthly basis via ACH transfer into the designated Reliant account(s) at approved banking institution(s) by the 15th of each month.

2. Term

This Agreement shall become effective upon execution by Reliant and shall remain in effect until December 31, 2009, unless otherwise terminated or extended as provided in this Agreement.

3. Termination

Reliant shall have the absolute right to terminate this contract for its convenience, in whole or in part, for any reason, at any time by providing thirty (30) days advance written Notice to *Fort Bend County*. In the event of such termination, *Fort Bend County* shall promptly comply with the directions contained in such Notice and shall, subject to Reliant's direction, take action as may be necessary to terminate the work under this Agreement and minimize its costs and liability with respect to the terminated work. In no event shall Reliant be liable to *Fort Bend County* for any anticipated revenues under this Agreement.

Fort Bend County shall have the absolute right to terminate this contract for its convenience, in whole or in part, for any reason, at any time by providing a minimum of thirty (30) days advance written notice to Reliant.

Termination for Default

This Agreement may be terminated by Reliant in the event *Fort Bend County* shall fail to perform (“breach”) any material obligation hereunder, and such breach shall not be remedied within fifteen (15) days after written notice thereof to *Fort Bend County*. Reliant shall have no liability to *Fort Bend County* for costs incurred by *Fort Bend County* as a result of such termination.

Termination for Bankruptcy

Either party shall have the right to terminate this Agreement upon fifteen (15) days prior written notice in the event of a filing, by or on behalf of the other party, in any court, of a petition of bankruptcy, or insolvency or for a reorganization, or for an appointment of a receiver or trustee of all or part of that party’s property.

Non-exclusive Remedy

The rights and remedies of Reliant provided in this Section 3 shall not be exclusive and are in addition to any other rights and remedies provided under this Agreement or at law or in equity.

4. Timely Performance

The parties acknowledge that all parts of this Agreement will be executed in a timely manner. Notwithstanding that Reliant’s designated bank accounts have been credited within the parameters set forth in this Agreement, *Fort Bend County* bears the responsibility for monthly reconciliation and balancing of Reliant’s qualified customer accounts. *Fort Bend County* shall perform any transaction research necessary to reconcile Reliant’s qualified customer accounts, which are out of balance due to the action or inaction of *Fort Bend County* within five (5) days of notification thereof by Reliant and at no cost to Reliant.

5. Force Majeure

Neither party shall be held liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control as a result of the following: acts of God, acts of civil or military authorities, government regulations, embargoes, epidemics, war, terrorist acts, riots, insurrections, earthquakes, nuclear accidents, floods, or volcanic action.

6. Independent Contractor

Fort Bend County agrees that in the performance of the work contemplated hereunder, it shall be an independent contractor and not an employee of Reliant, that workers engaged by *Fort Bend County* on this work shall at all times be considered *Fort Bend County's* employees and not those of Reliant.

7. Records

During the term of this Agreement and for a period of two (2) years thereafter, *Fort Bend County* shall keep, maintain and preserve, at *Fort Bend County's* principal office or in an alternate secure location, in the form of hard copy, microfiche, microfilm, or electronic media full records of all transactions relating to the work *Fort Bend County* performed under this Agreement. Upon reasonable notice, which notice shall specify the accounts, records and books requested for viewing, Reliant shall be afforded adequate work space and shall have full access during normal business hours to inspect, audit and reproduce any and all such accounts, records and books of *Fort Bend County*.

8. Confidential

Reliant understands that Fort Bend County is subject to the Texas Public Information Act. The parties agree to keep records pertaining to this Agreement confidential, unless disclosure is required by law.

9. Compliance with Law

In performance of the Agreement, Fort Bend agrees to comply with all local, City, State and Federal regulations as they may apply to the services provided herein.

10. Notices

Any written notice required by the terms of this Agreement shall be deemed to be sufficiently given when sent by certified or registered mail, postage prepaid, to the respective parties as follows:

Reliant Energy Retail Services, LLC
P.O. Box 148
Houston, Texas 77001-0148
Attn: Tracy Carmen-Jones
Vice President, Community Marketing & Involvement

agreements, oral or written, and any other communications between the parties relating to the subject matter of this Agreement.

RELAINTE ENERGY RETAIL
SERVICES LLC

By Tracy Carmen Jones
Tracy Carmen-Jones, Vice President
Community Marketing & Involvement

Date 6/4/09

FORT BEND COUNTY

By Robert Helbert
Robert Helbert
County Judge

Date 6/12/09

ATTEST:

Dianne Wilson
Dianne Wilson, County Clerk

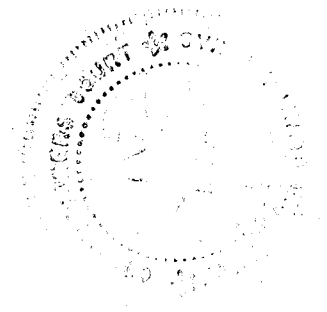


EXHIBIT A

RELIANT ENERGY SETTLEMENT FUNDS ELIGIBILITY QUALIFICATIONS

1. Each Fort Bend County client recipient of CNP Settlement Funds must be a Reliant Energy customer with an active account.
2. The Fort Bend County client recipient name must match the Reliant Energy customer name. If the bill is in the spouse's name and the spouse is deceased, a death certificate must be provided.
3. A Fort Bend County client recipient of CNP Settlement Funds is eligible for assistance one time within a calendar year period (January 1 through December 31, 2009). CARE and/or CNP Settlement funds cannot be used for late payment fees, returned check fees or deposits*. (The regular CARE funds are separate from the CNP Settlement Funds. The CNP Settlement Funds should follow the same guidelines as the regular CARE funds that have a \$300 monetary maximum and can only be assisted one time within a 12 month period.) The client must pay 10% of the past due amount.
4. Each Fort Bend County client recipient of CNP Settlement Funds must be in a disconnect status.

Note: Any Fort Bend County client recipient that may require CNP Settlement Funds assistance beyond the allowable \$300.00 maximum within a contract period requires approval of Fort Bend County Supervisor or Manager.

EXHIBIT B
Settlement Funds Program Guidelines and Information

In an effort to implement the CARE Program efficiently, Reliant Energy provides important guidelines and information that will assist you in administering the Program. Please distribute and discuss these guidelines in a training session with all volunteers and staff.

Reliant Energy Contact Information

- Grenda Monroe (Agency Desk) 713-488-5430

How the Program Works

- Agency qualifies active Reliant Energy customer
- Agency contacts Reliant Energy Agency Desk via phone or fax to make an inquiry or pledge on behalf of the customer
- Agency remits payment to Reliant Energy (address provided below) and include documentation that denotes CARE payment—see attached example
- Payment should be remitted within 30-45 days from the pledge date
- Agency sends to Reliant Energy a monthly report via fax or email recording activity and balance of funds at the end of each Month or no later than the 10th day of the following month (report form provided)

Standard Payment Remittance Address

Reliant Energy Retail Services, LLC
P. O. Box 1046
Houston, Texas 77251-1046
Attn: CARE, Special Services

Electronic Payment Information

If your agency is interested in setting up an electronic payment process via EFT (Electronic Funds Transfer), contact Levas Johnson at lajohnson@reliant.com or call 713-497-4555.

Monthly Reporting Requirements

Prepare attached monthly report form and fax or email to:

Grenda Monroe, Reliant Energy, gmonroe@reliant.com, fax 713-488-5469 or toll-free fax 1-866-367-0343