

UTILITY BILLING ANALYSIS AND RECONCILIATION CONTRACT

This agreement is between _____,
City of _____, County of _____, State of Texas,
hereinafter referred to as Client, and Gulf Coast Utility Services, 3410 Samoa Dr., City of
Corpus Christi, County of Nueces, State of Texas, herein referred to as GCUS.

IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN CONTAINED, THE PARTIES AGREE AS FOLLOWS:

I. PROPOSAL OF SERVICES

GCUS shall perform a billing analysis and reconciliation and carry out all client approved procedures for the individual utility services.

GCUS will verify and monitor all adjustments due to the client from the vendor.

GCUS will provide correspondence and appropriate documentation to the vendor and the client relating to all discrepancies found.

GCUS will monitor the client's account(s) until all adjustments are complete and verified.

This contract is to include the following areas:

1. Electricity (prior to January 2014)
2. Cell Phones
3. Regular Telephones
4. Long Distance
5. Internet /t1 Lines
6. Cable
7. Gas
8. Water
9. Other areas if mutually agreeable.

If CLIENT delays recommended action and later adopts recommendations within 24 months from the date of that recommendation, GCUS will receive customary compensation as scheduled below:

II. PAYMENTS OF COMMISSIONS

Client shall remit to GCUS 50% of any and all benefits (i.e. credits, refunds, exemptions, from recommendations implemented with client approval) resulting from GCUS services under this agreement. After each benefit, there is no charge for future savings on that recommendation. These commissions are due and payable immediately to GCUS by client upon receipt of said benefit from vendor, utility company, or other service providers. The contract is for a term of 12 months, renewable upon mutual agreement or by Webb County giving GCUS notice thirty (30) days prior to date of termination.

III. OTHER SERVICES

All other services performed by GCUS are to be quoted and are not part of this agreement.

IV. TERMS TO BE EXCLUDED

The entire agreement between the parties with respect to the subject matter hereunder is contained in this agreement. Except as herein expressly provided to the contrary, the provisions of this agreement are for the benefit of the parties hereto solely and not for the benefit of any other person, persons, or legal entities. GCUS cannot guarantee the performance of your utility vendors and equipment or service providers. As such, in no event shall GCUS or its assignee, employer, or contractor be liable for any damages in respect to the actions of those entities.

V. WAIVER OF MODIFICATION INEFFECTIVE UNLESS IN WRITING

No waiver, alteration or modification of any of the provisions of this agreement shall be binding unless in writing and signed by a duly authorized representative of both parties.

VI. LAW OF THE STATE OF TEXAS TO GOVERN

This agreement shall be governed by the laws of the State of Texas. Any clause in this agreement or any addendum, if any, declared illegal by law shall not terminate or invalidate the remainder of the contract. Jurisdiction and venue for any action or claim shall be in the Federal and/or State courts of Webb County, Texas.

VII. IMMUNITY AND DEFENSES

Webb County does and shall not waive or relinquish any immunity or defense on behalf of itself, its commissioners, offices, employees and agents, as a result of the execution of this Agreement and performance of the functions and obligations described herein.

IN WITNESS WHERE OF THE PARTIES HAVE EXECUTED THIS AGREEMENT AND ACKNOWLEDGE THAT IT IS BINDING ON ALL PARTIES ON THE _____ DAY OF _____, _____.

Signature: _____

Gulf Coast Utility Services

Print Name and Title: _____

By: _____

GCUS Representative

ATTEST:

Danny Valdez
Webb County Judge

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).**