

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

MEMORANDUM OF UNDERSTANDING

This Agreement is entered into and between **Reliant Energy Retail Services, LLC** (hereinafter, known as “Company”) and **County of Hidalgo, Texas, by and through County of Hidalgo Community Service Agency** (hereinafter known as “CSA”) for the purpose of funding energy assistance payments to customers of Company (hereinafter referred to as “CARE Program”).

Company is a certified Retail Electric Provider serving residential customers in The Texas ERCOT Market required to establish and maintain an energy assistance program in accordance with the rules and regulations of the Public Utility Commission of Texas.

CSA is an agency of the County of Hidalgo, Texas, a political subdivision of the State of Texas able to receive charitable contributions under section 170(c)(1) of Chapter 26 of the United States Code, that has a proven record of managing energy assistance and heat relief programs and is capable of processing Company’s customer payment assistance in an efficient, effective manner.

County agrees to the following:

1. Company AGREES TO
 - a. on or before May 1, 2017, contribute a sum of twenty-two thousand five-hundred dollars (\$22,500) to CSA in support of the 2017 Reliant Energy CARE Program.
 - b. on or before July 31, 2017, contribute a sum of twenty-two thousand five-hundred dollars (\$22,500) to CSA in support of the CARE Program.

2. CSA AGREES TO
 - a. deposit funds provided by Company into a depository bank account held in trust for Company.
 - b. Accept applications for assistance from potential clients and qualify customers of Company as eligible recipients in accordance with the CARE Program Guidelines and Information attached to this Agreement as Exhibit A, as well as the following qualifications:
 - i. Provide CARE funds only to customers of Company with active accounts.
 - ii. Provide CARE funds if client recipient name matches Company’s customer account name.
 - iii. Provide CARE funds as follows:

1. a one-time annual payment in an amount not to exceed three-hundred dollars (\$300) in accordance with CSA's hardship criteria; or
 2. in multiple assistance payments in accordance with CSA's hardship criteria, so long as the cumulative amount of such payments do not exceed three-hundred dollars (\$300) annually.
- c. Submit a monthly report to Company's Agency Assistance Team at the end of each month, or no later than the 10th day of the following month until the entire contribution fund balance is depleted. Reports will be submitted for all months of the calendar year 2017 even if the fund balance is zero dollars (\$0).

3. ASSURANCES

- a. For the purpose of this agreement, CSA agrees that it will not discriminate during the distribution of CARE funds because of race, creed, color, national origin, ancestry, sex, marital status, lawful source of income, level of income, disability, financial status, and location of customer in an economically distressed geographic area.
- b. Should any funds provided by Company not be utilized or pledge to provide assistance to qualifying customers of Company by December 31, 2017, Company agrees that these funds may be utilized or pledged during the following year unless this Agreement is terminated as provided in Section 4.
- c. CSA agrees to keep records of all transactions relating to the distribution of CARE Program funds for a period of two (2) years and agrees to allow Company full access during normal business hours to inspect, audit, or reproduce any and all such records and books of CSA containing records concerning the CARE Program.
- d. **Form 1295 Compliance**: Company acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in the attached Form 1295, and has acknowledged the completeness of this disclosure by filing this Form 1295, attached as Exhibit B, with the Texas Ethics Commission as required by law.

4. TERMS AND TERMINATION

This Agreement shall commence as of the day and year listed below and remains in effect until the 31st day of December, 2017. This Agreement may automatically renew upon written agreement by the parties. Either party may terminate this Agreement at any time during the year by providing thirty (30) days' advance written notice to the other party. In the event that this Agreement is terminated, CSA agrees to take all practicable action to terminate work under this Agreement. Any remaining

funds held by CSA that have not been utilized or pledged on the date the termination notice is received will be returned to Company.

5. IMMUNITIES

Nothing in this Agreement is intended to and CSA does not hereby waive, release or relinquish any right to assert any of the defenses CSA enjoys by virtue of the state or federal constitution, laws rules or regulations, and any sovereign, official or qualified immunity available to CSA as to any claim or action of any person, entity, or individual against CSA.

6. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter and no prior or contemporaneous agreements, written or oral, will be effective to vary the terms of those Agreements. No amendment to this Agreement shall be effective unless reduced to a writing specifically referencing this Agreement and signed by an authorized representative of each Party.

7. COMPLIANCE

The Parties will comply with applicable federal, state and local laws, ordinances, rules and regulations in the performance of this Agreement including applicable, confidentiality and safety regulations.

8. WAIVER

No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

9. CONTROLLING LAW

This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas.

10. ADDITIONAL DOCUMENTS

The Parties agree that they will use reasonable, good faith efforts to execute each such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

11. SUCCESSORS

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

12. LIABILITIES

This Agreement is not intended to extend the liability of the Parties beyond that provided by law. Neither Company nor CSA waive, nor shall be deemed to have hereby waived, any immunity or defenses that would otherwise be available to it against claims arising from third parties.

13. COMMITMENT OF CURRENT REVENUES

In the event that during the term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon sixty (60) days written notice to the other party. Each of the parties hereto agrees to use its best efforts to secure funds necessary for the continued performance of this Agreement. The Parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto.

14. All notices or other writing required under this Agreement shall be deemed to have been made when sent by certified or registered mail, return receipt request, to the following address:

TO RELIANT ENERGY:
Leanne Schneider
Executive Director
NRG Retail Charitable Foundation
1201 Fannin
Houston, Texas 77002

TO CSA:
Hidalgo County CSA
ATTN: Jaime Longoria, Director
P.O. Box 204 Edinburg, TX 78540

This Agreement is executed in Duplicate originals, each signed copy having the full force and effect of an original this _____ day of _____.

Ramon Garcia
Hidalgo County Judge
100 E. Cano Street, 2nd Floor
Edinburg, TX 78539

Leanne Schneider
Executive Director
NRG Retail Charitable Foundation

Jaime Longoria
Executive Director
Hidalgo County Community Service Agency

Approved as to form:

Office of Criminal District Attorney
Ricardo Rodriguez, Jr.

By: _____
Name:
Assistant District Attorney

Attest: Arturo Guajardo, Jr.
Hidalgo County Clerk