

#6

UTILITY BILLING ANALYSIS AND RECONCILIATION CONTRACT

This agreement is between Polk County, City of Livingston, County of Polk, State of Texas. hereinafter referred to as Client, and Gulf Coast Utility Services, 24419 Red Deer Dr., City of Huffman, County of Harris, 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 locations: 200 West Church St. AND ALL OTHER COUNTY ADDRESSES.

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.

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.

IN WITNESS WHERE OF THE PARTIES HAVE EXECUTED THIS AGREEMENT AND ACKNOWLEDGE THAT IT IS BINDING ON ALL PARTIES ON THE 12th DAY OF

June, 2007.

Signature: John P. Thompson

Print Name and Title: John P. Thompson, County Judge, Polk County, Texas

Gulf Coast Utility Services

By: CR Buckley, GCUS Representative, Cayde Buckley