

February 17, 2015

Webb County Community Action Agency  
Juan Vargas  
1110 Washington St.  
Laredo, TX 78042

Dear Juan Vargas:

Enclosed you will find the 2015 Neighbor to Neighbor Program agreement between Webb County Community Action Agency and Direct Energy with its partners; CPL Retail Energy, WTU Retail Energy, First Choice Power, Bounce Energy and New Leaf Energy. Please sign and return a copy to me at the below address:

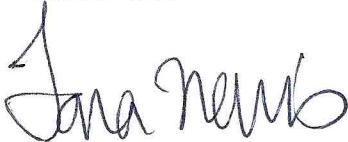
Tara Norris  
Neighbor to Neighbor Program  
Direct Energy  
6502 S Yale Ave  
Tulsa, OK 74136

I have also included a Neighbor to Neighbor Program Contact Information sheet to be filled out and returned so we may have updated information about your agency and who will be handling the Neighbor to Neighbor program this year.

Additionally, included is information regarding a process change for Bounce Energy Inc. and how to send in pledges using Neighbor to Neighbor funds, or other funding sources as needed. Starting in 2015 you may use Neighbor to Neighbor funds to assist customers who have Bounce Energy as their electricity provider.

If you have any questions regarding the program agreement or regarding the Neighbor to Neighbor Program, please do not hesitate to contact me at 918-493-9583. Direct Energy looks forward to working with your agency in 2015 to assist low income customers with paying their home electricity expenses.

Thank You



Tara Norris  
Direct Energy  
Program Outreach Coordinator  
918-493-9583



**NEIGHBOR-TO-NEIGHBOR PROGRAM AGREEMENT  
FOR ELECTRIC HOME ENERGY ASSISTANCE**

This Neighbor to Neighbor Program Agreement (“Agreement”) is entered into and effective as of January 1, 2015 (“Effective Date”), by and between Direct Energy, LP (“Direct Energy”), CPL Retail Energy, LP (“CPL Retail Energy”) and/or WTU Retail Energy, LP (“WTU Retail Energy”) and/or First Choice Power, LP (“First Choice Power”), Bounce Energy, LP (“Bounce Energy”) and/or New Leaf Energy (“New Leaf Energy”) (together the “REPs”) and Webb County Community Action Agency (The “Administering Agency”) an established social service agency under Section 501(c)(3) of the United States Internal Revenue Code, are referred to herein as “Party” and collectively as the “Parties”.

**Purpose of Agreement:**

Under this Agreement the Administering Agency and the REPs shall implement the program known as “Neighbor-to-Neighbor,” under which the REPs will provide funding in their respective areas of operation to be used by the Administering Agency for payment of the Electric Home Energy Expenses, as defined below, of needy people experiencing an energy emergency or crisis. The Parties, in consideration of the promises and commitments found herein, agree as follows:

**I. Program Established**

A. The Neighbor-to-Neighbor Program (hereinafter referred to as the “Program”) is hereby intended to help needy people experiencing an energy emergency or crisis pay their Electric Home Energy Expenses. The REPs shall supply funding for the program in their

2. The individual must reside at the service address and be responsible for the Electric Home Energy Expenses to be paid.
3. The individual must meet the income eligibility criteria based on household income not to exceed 200% of the federal poverty guideline limit.

B. The Administering Agency shall select Recipients from those qualifying individuals seeking assistance in its sole discretion, but the REPs may, from time to time, refer special cases for consideration for assistance from the Program. The Administering Agency shall give due consideration to any such special cases, but shall nonetheless retain the ultimate authority in selecting Recipients.

#### IV. Use of Funds

A. All funds forwarded to the Administering Agency, subject to the administrative fee discussed in Article VII, shall be used by the Administering Agency in accordance with this Agreement to help Recipients pay their Electric Home Energy Expenses.

B. No Program funds may be used for utility deposits.

C. A Recipient can receive assistance from the Program of no more than \$600, in any calendar year. Assistance provided may not exceed the actual Electric Home Energy Expenses due at the time assistance is provided; or the estimated monthly Electric Home Energy Expenses at the time assistance is provided.

D. Except to the extent specified in this Agreement, the REPs shall have no power or authority to direct the Administering Agency in the management or control of the Program.

#### V. Reports

The administrative fee retained by the Administering Agency is intended to cover only Program costs. Program costs include costs directly related to Program outreach, application processing, accounting, reporting and other Program activities. To defray the cost of the Administering Agency's duties and responsibilities for outreach, application processing, accounting, reporting and other related Program administration activities, the Administering Agency shall be entitled to retain up to 10% of the total annual funding provided under this Agreement.

#### VIII. Contractor Performance

A. The Administering Agency shall, on an equitable basis throughout its service area, disburse funds for the Program. The Administering Agency shall operate the Program consistent with this Agreement in conformance with applicable accounting and reporting standards.

B. The Administering Agency agrees to use diligent, good faith efforts to fully distribute all funds less the administrative fee for the benefit of Recipient households on an annual basis.

C. The failure of the Administering Agency to distribute at least 85% of the total available funds for a given calendar year shall entitle the REPs to terminate this Agreement in the manner set forth below:

1. The REPs will suspend annual funding from agencies that fail to distribute at least 85% of the total available funds in a given calendar year.
2. Agencies with suspended funding will undergo a probation period of 6 months (or until the next allocation of funds), after which the REPs will evaluate its progress and determine its eligibility for additional funds.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officers as of the Effective Date set forth above.

Direct Energy, LP by its general partner

Direct Energy GP, LLC

Signature: Mark Boyd

Print Name: Mark Boyd

Title: Sr. Director, Back office Management

CPL Retail Energy, LP by its general partner, Centrica

Holdco GP, LLC

Signature: Mark Boyd

Print Name: Mark Boyd

Title: Sr. Director, Back office Management

WTU Retail Energy, LP by its general

partner Centrica Holdco GP, LLC

Signature: Mark Boyd

Print Name: Mark Boyd

Title: Sr. Director, Back office Management

First Choice Power, LP by its general partner, First

Choice Power GP, LLC

Signature: Mark Boyd

Print Name: Mark Boyd

Title: Sr. Director, Back office Management

Direct Energy, LP d/b/a New Leaf Energy by

its general partner Direct Energy GP, LLC

Signature: Mark Boyd

Print Name: Mark Boyd

Title: Sr. Director, Back office Management

Webb County Community Action Agency

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: Webb County Judge

HON. TANO E. TIJERINA

Bounce Energy, Inc

Signature: Mark Boyd

Print Name: Mark Boyd

Title: Sr. Director, Back office Management



**2015 NEIGHBOR TO NEIGHBOR PROGRAM  
AGENCY CONTACT INFORMATION**

Webb County Community Action Agency

AGENCY NAME

1110 Washington St. #203

ADDRESS

Laredo / TX

CITY/STATE

78045

ZIP CODE

956-523-4182

PHONE NUMBER

956-523-5016

FAX NUMBER

**EXECUTIVE DIRECTOR**

Juan Vargas

NAME

956-523-4179

PHONE NUMBER

Executive Director

TITLE

vargas@webbcountytx.gov

EMAIL ADDRESS

**NEIGHBOR TO NEIGHBOR PROGRAM MANAGER**

Mayra Granados

NAME

956-523-4560

PHONE NUMBER

Program Coordinator

TITLE

mgranados@webbcountytx.gov

EMAIL ADDRESS

**REPORTING CONTACT (who will be sending disbursement report)**

Rebecca Perez

NAME

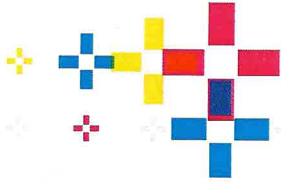
956-523-4178

PHONE NUMBER

r.perez@webbcountytx.gov

EMAIL ADDRESS

Please email to: [Neighbor-to-Neighbor@directenergy.com](mailto:Neighbor-to-Neighbor@directenergy.com)  
Return with your signed contract, or Fax to (866) 814-3021 Attention: Neighbor to Neighbor  
6502 S Yale Ave Tulsa, OK 74136  
Phone : (918) 493-9583



March 2, 2015

Webb County Community Action Agency  
**HON. TANO E. TIJERINA**  
1110 Washington Street, Suite 203  
Laredo, Texas 78042

Re: Letter Agreement for Reliant Energy Retail Services, LLC CARE Program (“CARE”)

**DEAR HON: TANO E. TIJERINA**

Reliant Energy Retail Services, LLC (Reliant Energy is a certified Retail Electric Provider serving residential customers in *Webb County*, is required to establish and maintain an energy assistance program in accordance with the rules and regulation of the Public Utility Commission of Texas. *Webb County Community Action Agency* is an established nonprofit organization that has a proven record of managing energy assistance and heat relief programs and is capable of processing Reliant Energy’s customer payment assistance in an efficient, effective manner. On or before May 1, 2015, Reliant Energy will contribute \$6,250.00 to *Webb County Community Action Agency* in support of the 2015 Reliant Energy CARE Program. An additional contribution payment in the amount of \$6,250.00 will be made to *Webb County Community Action Agency* on or before July 1, 2015. The purpose of these contributions is to provide funding for energy assistance payments to Reliant Energy customers under the CARE program.

The funds contributed to *Webb County Community Action Agency* for energy assistance payments must be deposited in a depository bank account held in trust for Reliant Energy. *Webb County Community Action Agency* 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. *Webb County Community Action Agency* will accept enrollment applications from potential clients and qualify Reliant Energy customers as eligible recipients in accordance with the following Reliant Energy CARE Program qualifications:

1. Each *Webb County Community Action Agency* client recipient of CARE contribution must be a Reliant Energy customer with an **active account**.
2. The *Webb County Community Action Agency* client recipient name must match the Reliant Energy customer account name.
3. All *Webb County Community Action Agency* client recipients of CARE contributions are eligible for a one time annual payment in an amount not to exceed \$300 in accordance with the *Webb County Community Action Agency’s* hardship criteria or the recipient may receive multiple Assistance

payments on their account as long as the cumulative amount does not exceed the maximum annual payment limit of \$300.

***Letter of Agreement for Reliant Energy Retail Services, LLC CARE Program***

*Webb County Community Action Agency* will submit a monthly report to Reliant Energy on or before the last day of each month until the entire contribution fund balances is depleted. Reports should be submitted for all months even if funds were not distributed. The monthly reports should be submitted to the Reliant Energy Agency Desk before the 10<sup>th</sup> of each month. All funds that are not utilized or pledged to provide assistance to qualifying Reliant customers by December 31, 2015, can rollover to the following year. *Webb County Community Action Agency* must also comply the CARE Program Guidelines outlined in Attachment A. *Webb County Community Action Agency* will keep records of all transactions relating to the distribution of Reliant Energy CARE contributions for a period of 2 year(s) and will allow Reliant Energy full access during normal business hours to inspect, audit or reproduce any and all such records and books of *Webb County Community Action Agency* related to this agreement.

Reliant Energy can terminate this agreement at any time during the year by providing 30 days advance written notice to *Webb County Community Action Agency*. In the event this agreement is terminated, *Webb County Community Action Agency* must comply with the directions contained in the notice and take any necessary action to terminate the work under this agreement. To acknowledge your agreement to and acceptance of the terms and conditions outlined in this letter and Attachment A, please sign below on both letters. Keep one copy of your records and return one letter to Reliant Energy. If you have any questions, you can contact Grenda Monroe at 713-537-2811 or Bill Clayton 713-488-5528.

Sincerely,



Bill Clayton  
Executive Director – NRG Retail Charitable Foundation

AGREED AND ACCEPTED:

***Webb County Community Action Agency***

By: \_\_\_\_\_

**HON. TANO E. TIJERINA, WEBB COUNTY JUDGE**

Date: \_\_\_\_\_



ATTESTED:

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Hon. Margie Ramirez Ibarra  
Webb County Clerk

APPROVED AS TO FORM:

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**HON. MARCO MONTEMAYOR, COUNTY ATTORNEY**  
Webb County Attorney\*

\*By law County Attorney's Office may only advise or 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 for the benefit of our client. Other parties should not rely on the approval, and should not rely on this approval of their own respective Attorney(s).

## **EXHIBIT A**

1. Each Webb County Community Action Agency recipient of CARE contributions must be a Reliant Energy customer with an active account.
2. The Webb County Community Action Agency client recipient name must match the Reliant Energy customer name.
3. All Webb County Community Action Agency client recipients of CARE contributions are eligible for a maximum annual payment not to exceed \$300. The assistance payment may be a one-time payment of up to \$300 in accordance with *Webb County Community Action Agency* hardship criteria or the recipient may receive multiple assistance payments as long as the account annual total does not exceed the maximum \$300 limit.

## **EXHIBIT B**

### **CARE 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 staffs.

#### **Reliant Energy Contacts Information**

- Grenda Monroe (Agency Desk) 713-537-2811  
Gayl Waddy (Agency Desk) 713-537-2864

#### **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](mailto:lajohnson@reliant.com) or call 713-537-2774.

#### **Monthly Reporting Requirements**

Prepare attached monthly report form and fax or email to:

Grenda Monroe, Reliant Energy, [gmonroe@reliant.com](mailto:gmonroe@reliant.com), fax 713-488-5469 or toll – free fax 1-866-367-0343.