The purpose of the Comprehensive Energy Assistance Program ("CEAP") funded from the Low-Income Home Energy Assistance Program ("LIHEAP") grant is to maintain an energy supply to heat and cool the residences of eligible low-income clients.

The Energy Services provider, (or "Vendor,") agrees to honor the purpose of the CEAP grant and to accept pledges of payment from CEAP agencies only for certified customers to whom Vendor continues to provide energy services. The Energy Assistance Provider, (or "Agency",) agrees to make payments only for eligible low-income clients.

Webb County, A political Subdivision of the State of Texas and for the Community Action Agency and

for the Community Action Agency and Energy Assistance Provider (Agency)

This vendor agreement is by and between:

(Agency Mailing Address)

The Vendor named above represents and warrants that it will apply any payments received from Agency to the account of the customer that the Agency has determined to be eligible under the CEAP guidelines and such is a "Certified Customer".

- Extend the CEAP applicant's energy service for up to five business days while the Agency determines whether the CEAP applicant is eligible pursuant to the CEAP guidelines.
- Upon accepting pledge from Agency for Certified Customer, continue or restore energy service to Certified Customer with no increases in charges, service charges or other charges affecting the total cost of the bill, except as allowed by the stated tariff cost registered with the Public Utility Commission "PUC" and/or Texas Railroad Commission.
- In the event the full past due balance is not paid by the Agency, the Certified Customer must pay the remaining balance on or before the disconnect date stated in the customer's Disconnect Notice required by PUC regulations in order to avoid disconnection or be eligible for reconnection. Nothing in this agreement requires the Vendor to reconnect the customer upon receipt of a pledge that does not cover the full past due balance or if the customer has already been disconnected by the time the pledge is received by the Vendor.
- Invoice the Certified Customer in accordance with Vendor's normal billing practices.
- Upon verbal or written request from Agency, provide at no cost to the Agency the Certified Customer's billing and usage history for previous twelve months, or available history plus monthly estimates if less than twelve months of billing history and usage is available. Vendor will transmit such billing history via electronic mail or facsimile as soon as possible, but no later than forty-eight hours following the request.
- Work with Agency and Certified Customer to explore the feasibility of offering flexible payment arrangements that may include, without limitation, waiving security deposits, reconnect fees, application fees, and all other fees whenever possible.
- Not discriminate against Certified Customer in price or services, including the availability
  of deferred payment plans, level or average payment plans, discount, budget, advance
  payment or other credit plans.
- Not refuse to provide energy service or otherwise discriminate in the marketing and provision of energy service to any Certified Customer because of race, creed, color, national origin, ancestry, sex, marital status, lawful source of income, level of income, disability, financial status, location of customer in an economically distressed geographic area, or qualification for low-income or energy-efficiency services.

- Allow Agency forty-five days from the date of the pledge to forward payment to the Vendor. Vendor agrees not to consider the portion of the Certified Customer's account to be paid by the Agency delinquent if said payment is received within the above mentioned forty-five day period and Vendor is provided with a verbal or signed pledge from the Agency within forty-five days of identifying a Certified Customer.
- Not interrupt service if Certified Customer is eligible under PUC regulations, or other state agency regulations (as applicable), and enters into an agreement with the Vendor concerning how the Certified Customer will pay the balance owed Vendor and the Certified Customer is meeting the obligation under such agreement.
- If the Agency has paid for an initial deposit or similar refundable instrument, upon the
  termination of service to the Certified Customer, the Vendor shall return funds including
  interest (after any balance owed) to the Agency in accordance with PUC regulations or
  other state agency regulations (as applicable).

#### The Agency will:

- Obtain written permission for Agency to request and have access to customer information, including confidential or personal account information, credit and payment history, from customers seeking Agency's assistance. Social Security numbers are not required for the CEAP program and may not be disclosed to Agency.
- Provide to Vendor, at Vendor's request, customer's written permission for Agency's access to customer information as stated above.
- Not provide pledges on behalf of a Certified Customer to Vendor without having adequate funds to pay such pledge.
- Pay pledges within forty-five days of making pledge to Vendor.
- Determine if a customer is a Certified Customer within five days of contacting Vendor.
- Provide Vendor a list of names, telephone numbers and e-mail addresses of Agency staff designated to make pledges on behalf of the Agency and Certified Clients, if requested from Vendor.

The terms of any confidential transaction under this agreement or any other information exchanged by the Agency and Vendor relating to any transaction shall not be disclosed to any person not employed or retained by the Agency or Vendor, their affiliates, or brokers, except to the extent disclosure is 1) required by law; 2) necessary to disclose to the other party in connection with a dispute between the parties; 3) otherwise permitted by written consent of the other party; 4) required by guarantors to be disclosed; 5) information which must be disclosed to a third party to transmit energy; 6) to meet reliability council, regulatory, administrative, judicial, governmental, or regulated commodity exchange requirements where necessary; or 7) of information which was or is hereafter in the public domain (except by breach of this Agreement).

Jorge Arrista	11/11/2019
Authorized Vendor Signature	Date
Jorge Arrieta	Collections Analyst
Typed Name of Authorized Signature	Title
(888)393-2874	
Vendor (Area Code) Telephone Number	
Collections@entrustenergy.com	
Vendor Email Address	
Authorized Agency Signature	Date
Tano E. Tijerina	Webb County Judge
Typed Name of Authorized Signature	Title
956-523-4620	
Agency (Area Code) Telephone Number	

(Rev. October 2018) Department of the Treasury

#### **Request for Taxpayer Identification Number and Certification**

Give Form to the requester. Do not send to the IRS.

mema	Revenue Service Go to www.irs.gov/FormW9 for in		t information.			
	1 Name (as shown on your income tax return). Name is required on this line; ENTRUST ENERGY INC.	do not leave this line blank.				
	2 Business name/disregarded entity name, if different from above					
page 3.	Check appropriate box for federal tax classification of the person whose natiful following seven boxes.		s (codes apply only to s, not individuals; see n page 3):			
Individual/sole proprietor or single-member LLC   S Corporation   S Corporation   Partnership   Trust/estate   Exempt payee code (if any)						
Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership)						
Solution and the composition of the person whose name is entered on line 1. Check only one of the following seven boxes.    Individual/sole proprietor or single-member LLC   Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership)   Exempt payee code (if any)						
eci	☐ Other (see instructions) ▶	y 400 20 M		(Applies to account	s maintained outside the U.S.)	
	5 Address (number, street, and apt. or suite no.) See instructions.	F	Requester's name a	nd address (op	tional)	
See	1301 McKinney, Suite 1200					
	6 City, state, and ZIP code					
	Houston, Tx. 77010					
	7 List account number(s) here (optional)					
Par						
Enter y	rour TIN in the appropriate box. The TIN provided must match the na o withholding. For individuals, this is generally your social security nu	me given on line 1 to avoi	d Social sec	urity number	,	
reside	nt alien, sole proprietor, or disregarded entity, see the instructions for	Part I. later. For other	a	_		
entitie	s, it is your employer identification number (EIN). If you do not have a	number, see How to get a				
TIN, la			or			
Note: If the account is in more than one name, see the instructions for line 1. Also see What Name and  Employer identification number						
Number To Give the Requester for guidelines on whose number to enter.						
Part						
	penalties of perjury, I certify that:	Y				
2. I am Serv no le	number shown on this form is my correct taxpayer identification num not subject to backup withholding because: (a) I am exempt from ba ice (IRS) that I am subject to backup withholding as a result of a failuinger subject to backup withholding; and	ckup withholding, or (b) I	have not been no	tified by the	Internal Revenue	
	a U.S. citizen or other U.S. person (defined below); and					
4. The	FATCA code(s) entered on this form (if any) indicating that I am exem	pt from FATCA reporting	is correct.			
you na acquisi	eation instructions. You must cross out item 2 above if you have been note failed to report all interest and dividends on your tax return. For real estion or abandonment of secured property, cancellation of debt, contribute ian interest and dividends, you are not required to sign the certification, learn the certification, learn interest and dividends, you are not required to sign the certification, learn interest and dividends, you are not required to sign the certification.	state transactions, item 2 d	oes not apply. For	mortgage int	erest paid, perally payments	
Sign Here	Signature of U.S. person ▶	Da	te ▶			
Car	oral Instructions	• Form 1000 DIV (45.45	landa in-ludi	haaa f: '	-ale en marit t	
• Form 1099-DIV (dividends, including those from stocks or mutual funds) • Form 1099-DIV (dividends, including those from stocks or mutual funds)						
noted.	noted.					
elated	*• Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)					
	20 -	• Form 1099-S (procee	eds from real esta	te transactio	ns)	
Purp	• Form 1099-K (merchant card and third party network transactions)					
nforma	n individual or entity (Form W-9 requester) who is required to file an formation return with the IRS must obtain your correct taxpayer  • Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)					
dentific	cation number (TIN) which may be your social security number	F 4000 0/				

identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

• Form 1099-INT (interest earned or paid)

- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding,



### WEBB COUNTY COMMUNITY ACTION AGENCY



520 REYNOLDS, 2<sup>ND</sup> FLOOR LAREDO, TEXAS 78040 TELEPHONE (956) 523-4182

November 7, 2019

Entrust Energy Inc. 1301 McKinney Suite 1200 Houston, TX 77010

To Whom It May Concern:

We refer to the vendor agreement between Webb County Community Action Agency and Entrust Energy Inc., dated Jan. 1 2018, the term of which is due to expire on Dec. 2019.

We are very interested in renewing the Agreement for an additional two-year term. Kindly confirm to us by signing the attached vendor agreement and W-9 forms.

Please complete the Vendor agreement and W-9 forms, in its entirety and mail or e-mail back to,

Attn.: Maria Silva, CSS Program Manager

Webb County Community Action Agency

mgsilva@webbcountytx.gov 520 Reynolds, 2<sup>nd</sup> Floor Laredo, TX 78040

Sincerely,

James Flores, Director

Attachment

The purpose of the Comprehensive Energy Assistance Program ("CEAP") funded from the Low-Income Home Energy Assistance Program ("LIHEAP") grant is to maintain an energy supply to heat and cool the residences of eligible low-income clients.

The Energy Services provider, (or "Vendor,") agrees to honor the purpose of the CEAP grant and to accept pledges of payment from CEAP agencies only for certified customers to whom Vendor continues to provide energy services. The Energy Assistance Provider, (or "Agency",) agrees to make payments only for eligible low-income clients.

This vendor agreement is by and between:
WEBB COUNTY, A political Subdivision of the State of Texas and
Energy Assistance Provider (Agency)
FRONTIER UTILITIES
(Vendor)
Vendor and Agency agree to assist customers in the following counties: Webb County
This agreement shall be effective from the <u>lst</u> day of <u>2020</u> for a period not to exceed to years from the effective date. Either party may terminate this agreement by written notice. Such written notice of termination shall not affect any obligation by either party incurred prior the receipt of such notice. Notice shall be sent via certified mail with return receipt requested.
FRONTIER UTILITIES, LLC (Vendor Name)
1561 San Felipe, Suite 320, Houston, TX 77056 (Vendor Mailing Address)
Webb County c/o Webb County CAA
(Agency Name)
520 Reynolds St, 2nd Floor, Laredo, Texas 78040
(Agency Mailing Address)

The Vendor named above represents and warrants that it will apply any payments received from Agency to the account of the customer that the Agency has determined to be eligible under the CEAP guidelines and such is a "Certified Customer".

- Extend the CEAP applicant's energy service for up to five business days while the Agency determines whether the CEAP applicant is eligible pursuant to the CEAP guidelines.
- Upon accepting pledge from Agency for Certified Customer, continue or restore energy service to Certified Customer with no increases in charges, service charges or other charges affecting the total cost of the bill, except as allowed by the stated tariff cost registered with the Public Utility Commission "PUC" and/or Texas Railroad Commission.
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- Invoice the Certified Customer in accordance with Vendor's normal billing practices.
- Upon verbal or written request from Agency, provide at no cost to the Agency the Certified Customer's billing and usage history for previous twelve months, or available history plus monthly estimates if less than twelve months of billing history and usage is available. Vendor will transmit such billing history via electronic mail or facsimile as soon as possible, but no later than forty-eight hours following the request.
- Work with Agency and Certified Customer to explore the feasibility of offering flexible payment arrangements that may include, without limitation, waiving security deposits, reconnect fees, application fees, and all other fees whenever possible.
- Not discriminate against Certified Customer in price or services, including the availability of deferred payment plans, level or average payment plans, discount, budget, advance payment or other credit plans.
- Not refuse to provide energy service or otherwise discriminate in the marketing and provision of energy service to any Certified Customer because of race, creed, color, national origin, ancestry, sex, marital status, lawful source of income, level of income, disability, financial status, location of customer in an economically distressed geographic area, or qualification for low-income or energy-efficiency services.

	<i>l</i>		
	Canniger 2012	11/12/19	
	Authorized Vendor Signature	Date	
	Jennifer Ellis	Sr Finance Operation	ns Analy
	Typed Name of Authorized Signature	Title	U
	832,460-3927		
	Vendor (Area Code) Telephone Number		
	Accounting@From	tienutilities com	
	Vendor Email Address		
	Authorized Agency Signature	Date	
	Tano E. Tijerina	Webb County Judge	
	Typed Name of Authorized Signature	Title	
	956-523-4620		
**	Agency (Area Code) Telephone Number		

#### Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.									
	FRONTIER UTILITIES LLC									
	2 Business name/disregarded entity name, if different from above									
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.  4 Exemptions (codes appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the certain entities, not incliving instructions on page 3):						dividu				
e. ns on	☐ Individual/sole proprietor or ☐ C Corporation ☐ S Corporation single-member LLC	Partnership	_ Trust/	estate	Exe	mpt pa	ayee (	code (if	any)_	
tip	Limited liability company. Enter the tax classification (C=C corporation, S=	S corporation, P=Partnership	p) ►							
So the k appropriate box for rederal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.  Individual/sole proprietor or single-member LLC  Imited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶						A repo	orting			
ecif	☐ Other (see instructions) ▶				(Арр	ies to acc	counts	maintaine	d outside	the U.S.)
Sp	5 Address (number, street, and apt. or suite no.) See instructions.	Re	equester'	s nam	e and a	ddress	(opt	ional)		
See	5444 WESTHEIMER RD, STE 1100									
0)	6 City, state, and ZIP code									
	HOUSTON, TX 77056									
	7 List account number(s) here (optional)									
Par										
Enter	your TIN in the appropriate box. The TIN provided must match the name	e given on line 1 to avoid	S	ocial s	ecurity	numb	er			
reside	p withholding. For individuals, this is generally your social security numl nt alien, sole proprietor, or disregarded entity, see the instructions for P	oer (SSN). However, for a art I. later. For other	1		١.	_		_		
entitie	s, it is your employer identification number (EIN). If you do not have a nu	umber, see How to get a						L		
T/N, later.										
Note: If the account is in more than one name, see the instructions for line 1. Also see What Name and  Number To Give the Perusater for quiddlines on whose number to enter.										
Number To Give the Requester for guidelines on whose number to enter.				2						
Par	Certification									
Under penalties of perjury, I certify that:										
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and										
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue										
Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and					at I am					
3. I am a U.S. citizen or other U.S. person (defined below); and										
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.										
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.				ents						
Sign Here	Signature of U.S. person ► CMULU (** CV)	Date	· 2	1-	112	20	10	7		W 2 . 200 42
Ger	neral Instructions	• Form 1099-DIV (divide			-			cks or	mut	ual
	n references are to the Internal Revenue Code unless otherwise	funds) • Form 1099-MISC (vari	ious typ	es of	incom	e, priz	zes, :	award	s, or (	gross
Future	e developments. For the latest information about developments it to Form W-9 and its instructions, such as legislation enacted	proceeds) • Form 1099-B (stock o		l fund	sales	and o	erta	in othe	er	
	ney were published, go to www.irs.gov/FormW9.	<ul> <li>Form 1099-S (proceed</li> </ul>		real e	state t	ransa	ction	ns)		
Pur	oose of Form	• Form 1099-K (mercha	nt card	and t	hird pa	arty ne	etwo	rk tran	saction	ons)
	ividual or entity (Form W-9 requester) who is required to file an ation return with the IRS must obtain your correct taxpayer	• Form 1098 (home moi 1098-T (tuition)	rtgage i	nteres	t), 109	8-E (s	stude	ent loa	n inte	erest),
identif	cation number (TIN) which may be your social security number	• Form 1099-C (cancele	ed debt)							
(SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number  • Form 1099-A (acquisition or abandonment of secured property)										
(EIN), 1	to report on an information return the amount paid to you, or other at reportable on an information return. Examples of information	Use Form W-9 only if alien), to provide your co			S. pers	on (in	clud	ing a r	eside	ent
returns include, but are not limited to, the following.  • Form 1099-INT (interest earned or paid)  If you do not return Form W-9 to the requester with a T be subject to backup withholding. See What is backup w			a TIN	, <i>you</i> holdi	<i>might</i> ng,					

later.

Thank you for contacting Frontier Utilities regarding pledge procedures.

We require that you fax or email the pledge over on your company letterhead including the customer's name, account info, pledge amount and the approximate date check will be mailed.

Also, please provide a contact person's name.

After we receive the pledge, it will be applied to the customer's account until the check is received and any unpaid balance due is still the responsibility of the customer.

#### To Pledge:

Fax to 877-391-1584 or email to Accounting@frontierutilities.com

#### For Customer Account info:

Fax to 866-926-8193 or contact Customer Service Rep @ 866-926-8192.

Payment address:

Frontier Utilities 5444 Westheimer Rd, Ste 1100 Houston, Tx 77056

Thankyou.

Jennifer Ellis

Sr Finance Operations Analyst



FRONTIER UTILITIES

www.frontierutilities.com

Office: 866-926-8192 Direct Line: 832-460-3927

Fax: 866-926-8193

jellis@frontierutilities.com

The purpose of the Comprehensive Energy Assistance Program ("CEAP") funded from the Low-Income Home Energy Assistance Program ("LIHEAP") grant is to maintain an energy supply to heat and cool the residences of eligible low-income clients.

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This vendor agreement is by and between:

Webb County, A political Subdivision of the State of Texas and for the Community Action Agency and

Energy Assistance Provider (Agency)
IGS ENERGY
(Vendor)
Vendor and Agency agree to assist customers in the following counties: Webb County
This agreement shall be effective from the <u>1st</u> day of <u>Jan 2020</u> for a period not to exceed two years from the effective date. Either party may terminate this agreement by written notice. Such written notice of termination shall not affect any obligation by either party incurred prior to the receipt of such notice. Notice shall be sent via certified mail with return receipt requested.
IGS ENERGY
(Vendor Name)
PO BOX 936613 ATLANTA GA 31193-6613 (Vendor Mailing Address)
WEBB COUNTY c/o Webb County CAA
(Agency Name)
520 Reynolds St, 2nd Floor, Laredo, Texas 78040
(Agency Mailing Address)

The Vendor named above represents and warrants that it will apply any payments received from Agency to the account of the customer that the Agency has determined to be eligible under the CEAP guidelines and such is a "Certified Customer".

- Extend the CEAP applicant's energy service for up to five business days while the Agency determines whether the CEAP applicant is eligible pursuant to the CEAP guidelines.
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  payment or other credit plans.
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- Allow Agency forty-five days from the date of the pledge to forward payment to the Vendor. Vendor agrees not to consider the portion of the Certified Customer's account to be paid by the Agency delinquent if said payment is received within the above mentioned forty-five day period and Vendor is provided with a verbal or signed pledge from the Agency within forty-five days of identifying a Certified Customer.
- Not interrupt service if Certified Customer is eligible under PUC regulations, or other state agency regulations (as applicable), and enters into an agreement with the Vendor concerning how the Certified Customer will pay the balance owed Vendor and the Certified Customer is meeting the obligation under such agreement.
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#### The Agency will:

- Obtain written permission for Agency to request and have access to customer information, including confidential or personal account information, credit and payment history, from customers seeking Agency's assistance. Social Security numbers are not required for the CEAP program and may not be disclosed to Agency.
- Provide to Vendor, at Vendor's request, customer's written permission for Agency's access to customer information as stated above.
- Not provide pledges on behalf of a Certified Customer to Vendor without having adequate funds to pay such pledge.
- Pay pledges within forty-five days of making pledge to Vendor.
- Determine if a customer is a Certified Customer within five days of contacting Vendor.
- Provide Vendor a list of names, telephone numbers and e-mail addresses of Agency staff designated to make pledges on behalf of the Agency and Certified Clients, if requested from Vendor.

The terms of any confidential transaction under this agreement or any other information exchanged by the Agency and Vendor relating to any transaction shall not be disclosed to any person not employed or retained by the Agency or Vendor, their affiliates, or brokers, except to the extent disclosure is 1) required by law; 2) necessary to disclose to the other party in connection with a dispute between the parties; 3) otherwise permitted by written consent of the other party; 4) required by guarantors to be disclosed; 5) information which must be disclosed to a third party to transmit energy; 6) to meet reliability council, regulatory, administrative, judicial, governmental, or regulated commodity exchange requirements where necessary; or 7) of information which was or is hereafter in the public domain (except by breach of this Agreement).

	11/12/2019
Authorized Vendor Signature	Date
Jon Stephens	Manager
Typed Name of Authorized Signature	Ťitle ð
614-659-5083	
Vendor (Area Code) Telephone Number	
Collections Digs. com Vendor Email Address	
Vendor Email Address	
Authorized Agency Signature	Date
Tano E. Tijerina	Webb County Judge
Typed Name of Authorized Signature	Title
956-523-4620	
Agency (Area Code) Telephone Number	· · · · · · · · · · · · · · · · · · ·

### Form W=9

(Rev. October 2018) Department of the Treasury Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

	Table 1 1			IIIIai	uoir.							
	1 Name (as shown on your income tax return). Name is required on this line; IGS VENTURES, INC.	do not leave this line blank	•									
	2 Business name/disregarded entity name, if different from above IGS ENERGY							-				
n page 3.	© a Charles and the Color of th						4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):					
5 ☐ Individual/sole proprietor or ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate single-member LLC					Exe	mpt paye	e code	(if any)				
uction	Limited liability company. Enter the tax classification (C=C corporation,	S=S corporation, P=Partner	rship) ▶_									
Print or type. Specific Instructions on page	Note: Check the appropriate box in the line above for the tax classificate LLC if the LLC is classified as a single-member LLC that is disregarded in another LLC that is not disregarded from the owner for LS. Gederal tax is disregarded from the owner should check the appropriate box for the	from the owner unless the o	owner of	thal	I C ie		mption fi le (if any)		TCA rep	porting		
bec	Other (see instructions) ►  5 Address (number, street, and apt. or suite no.) See instructions.						es to accou			de the U.	5.)	
00	6100 EMERALD PARKWAY		Heques	ter's	name	and a	ddress (d	ptional	)			
o l	6 City, state, and ZIP code											
	DUBLIN, OHIO 43016											
	7 List account number(s) here (optional)											
Pari	Taxpayer Identification Number (TIN)											
Entery	our TIN in the appropriate box. The TIN provided must match the nar	ne given on line 1 to ave	oid	Soc	ial se	curity	number				$\neg$	
backur	o withholding. For individuals, this is generally your social security nur nt alien, sole proprietor, or disregarded entity, see the instructions for	mher (SSM) However for	ora	П	T	7	TT	7 [		П	Ħ	
entitles	s, it is your employer identification number (EIN). If you do not have a	number, see How to get	a	Ш		_ −						
///v, later.												
Note: If the account is in more than one name, see the instructions for line 1. Also see What Name and  Number To Give the Requester for guidelines on whose number to enter.												
					- 1	-				1		
Part												
	penalties of perjury, I certify that:				**************************************							
<ol> <li>The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and</li> <li>I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and</li> </ol>					m							
	a U.S. citizen or other U.S. person (defined below); and											
4. The F	FATCA code(s) entered on this form (if any) indicating that I am exemp	ot from FATCA reporting	is com	ect.								
acquisitiother the	ation instructions. You must cross out item 2 above if you have been no e failed to report all interest and dividends on your tax return. For real est ion or abandonment of secured property, cancellation of debt, contribution an interest and dividends, you are not required to sign the certification, b	ate transactions, item 2 (	does not	app	ly. Fo	mort	gage int	erest p	paid,	onto	se	
Sign Here	Signature of U.S. person ▶	Da	ate ▶								_	
	eral Instructions	<ul> <li>Form 1099-DIV (dividunds)</li> </ul>	dends, i	inclu	ding t	hose	from st	ocks c	or muti	ual	_	
noted.	references are to the Internal Revenue Code unless otherwise	<ul> <li>Form 1099-MISC (va proceeds)</li> </ul>	arious ty	pes	of inc	ome,	prizes,	award	ls, or g	gross		
related t	Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to <a href="https://www.irs.gov/FormW9">www.irs.gov/FormW9</a> .  • Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)											
• Form 1099-S (proceeds from real estate transactions)												
-	idual or entity (Form W-9 requester) who is required to file an	• Form 1099-K (merch								-		
informat identifica	ion return with the IRS must obtain your correct taxpayer ation number (TIN) which may be your social security number	<ul> <li>Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)</li> <li>Form 1099-C (canceled debt)</li> </ul>										
(SSN), in	dividual taxpayer Identification number (ITIN), adoption Identification number (ATIN), or employer identification number	• Form 1099-A (acquis			donm	ent o	f secure	d pror	oertvl			
amount	report on an information return the amount paid to you, or other reportable on an information return. Examples of information	Use Form W-9 only allen), to provide your	if you ar	re a l					7.5	nt		
returns include, but are not limited to, the following.  If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding,												

The purpose of the Comprehensive Energy Assistance Program ("CEAP") funded from the Low-Income Home Energy Assistance Program ("LIHEAP") grant is to maintain an energy supply to heat and cool the residences of eligible low-income clients.

The Energy Services provider, (or "Vendor,") agrees to honor the purpose of the CEAP grant and to accept pledges of payment from CEAP agencies only for certified customers to whom Vendor continues to provide energy services. The Energy Assistance Provider, (or "Agency",) agrees to make payments only for eligible low-income clients.

This vendor agreement is by and between:	
Webb County, A political subdivision of theTexas for the Community Action Agencand	
Energy Assistance Provider (Agency)	
TXU ENERGY_	
(Vendor)	
Vendor and Agency agree to assist customers in the following counties:	WEBB COUNTY

This agreement shall be effective from the <a href="Ist">1st</a> day of <a href="Jan 2020">Jan 2020</a> for a period not to exceed two years from the effective date. Either party may terminate this agreement by written notice. Such written notice of termination shall not affect any obligation by either party incurred prior to the receipt of such notice. Notice shall be sent via certified mail with return receipt requested.

TXU ENERGY
(Vendor Name)
P.O. BOX 650257 DALLAS, TX 75265
(Vendor Mailing Address)
WEBB COUNTY c/o Webb County CAA
(Agency Name)
9 M 5 2
520 Reynolds, 2nd Floor, Laredo, Texa 78040
(Agency Mailing Address)

\_\_\_\_\_\_

The Vendor named above represents and warrants that it will apply any payments received from Agency to the account of the customer that the Agency has determined to be eligible under the CEAP guidelines and such is a "Certified Customer".

- Extend the CEAP applicant's energy service for up to five business days while the Agency determines whether the CEAP applicant is eligible pursuant to the CEAP guidelines.
- Upon accepting pledge from Agency for Certified Customer, continue or restore energy service to Certified Customer with no increases in charges, service charges or other charges affecting the total cost of the bill, except as allowed by the stated tariff cost registered with the Public Utility Commission "PUC" and/or Texas Railroad Commission.
- In the event the full past due balance is not paid by the Agency, the Certified Customer must pay the remaining balance on or before the disconnect date stated in the customer's Disconnect Notice required by PUC regulations in order to avoid disconnection or be eligible for reconnection. Nothing in this agreement requires the Vendor to reconnect the customer upon receipt of a pledge that does not cover the full past due balance or if the customer has already been disconnected by the time the pledge is received by the Vendor.
- Invoice the Certified Customer in accordance with Vendor's normal billing practices.
- Upon verbal or written request from Agency, provide at no cost to the Agency the Certified Customer's billing and usage history for previous twelve months, or available history plus monthly estimates if less than twelve months of billing history and usage is available. Vendor will transmit such billing history via electronic mail or facsimile as soon as possible, but no later than forty-eight hours following the request.
- Work with Agency and Certified Customer to explore the feasibility of offering flexible payment arrangements that may include, without limitation, waiving security deposits, reconnect fees, application fees, and all other fees whenever possible.
- Not discriminate against Certified Customer in price or services, including the availability
  of deferred payment plans, level or average payment plans, discount, budget, advance
  payment or other credit plans.
- Not refuse to provide energy service or otherwise discriminate in the marketing and provision of energy service to any Certified Customer because of race, creed, color, national origin, ancestry, sex, marital status, lawful source of income, level of income, disability, financial status, location of customer in an economically distressed geographic area, or qualification for low-income or energy-efficiency services.

- Allow Agency forty-five days from the date of the pledge to forward payment to the Vendor. Vendor agrees not to consider the portion of the Certified Customer's account to be paid by the Agency delinquent if said payment is received within the above mentioned forty-five day period and Vendor is provided with a verbal or signed pledge from the Agency within forty-five days of identifying a Certified Customer.
- Not interrupt service if Certified Customer is eligible under PUC regulations, or other state agency regulations (as applicable), and enters into an agreement with the Vendor concerning how the Certified Customer will pay the balance owed Vendor and the Certified Customer is meeting the obligation under such agreement.
- If the Agency has paid for an initial deposit or similar refundable instrument, upon the
  termination of service to the Certified Customer, the Vendor shall return funds including
  interest (after any balance owed) to the Agency in accordance with PUC regulations or
  other state agency regulations (as applicable).

#### The Agency will:

- Obtain written permission for Agency to request and have access to customer information, including confidential or personal account information, credit and payment history, from customers seeking Agency's assistance. Social Security numbers are not required for the CEAP program and may not be disclosed to Agency.
- Provide to Vendor, at Vendor's request, customer's written permission for Agency's access to customer information as stated above.
- Not provide pledges on behalf of a Certified Customer to Vendor without having adequate funds to pay such pledge.
- Pay pledges within forty-five days of making pledge to Vendor.
- Determine if a customer is a Certified Customer within five days of contacting Vendor.
- Provide Vendor a list of names, telephone numbers and e-mail addresses of Agency staff designated to make pledges on behalf of the Agency and Certified Clients, if requested from Vendor.

The terms of any confidential transaction under this agreement or any other information exchanged by the Agency and Vendor relating to any transaction shall not be disclosed to any person not employed or retained by the Agency or Vendor, their affiliates, or brokers, except to the extent disclosure is 1) required by law; 2) necessary to disclose to the other party in connection with a dispute between the parties; 3) otherwise permitted by written consent of the other party; 4) required by guarantors to be disclosed; 5) information which must be disclosed to a third party to transmit energy; 6) to meet reliability council, regulatory, administrative, judicial, governmental, or regulated commodity exchange requirements where necessary; or 7) of information which was or is hereafter in the public domain (except by breach of this Agreement).

Min Causbell	11/13/19
Authorized Vendor Signature	Date
Kim Campbell	Senior Manager.
Typed Name of Authorized Signature	Title
972 868 8334	Customer Achoca a
Vendor (Area Code) Telephone Number	
_ Kim. Canpbell @	tw. com
Vendor Email Address	
Tano E. Tijerina	
Authorized Agency Signature	Date
Webb County	Judge
Typed Name of Authorized Signature	Title
(956) 523-4620	
Agency (Area Code) Telephone Number	,

Form (Rev. October 2018)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

-																
	1 Name (as shown on your income tax return). Name is required on this line; do TXU ENERGY RETAIL COMPANY LLC	not leave this line blank.														
n page 3.	2 Business name/disregarded entity name, if different from above															
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.								4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):							
e. ns o	☐ Individual/sole proprietor or ☐ C Corporation ☐ S Corporation single-member LLC	S Corporation							Exempt payee code (if any)							
r typ	Limited liability company. Enter the tax classification (C=C corporation, S=						-									
Print or type. Specific Instructions on page	Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.								Exemption from FATCA reporting code (if any)							
Seci								(Applies to accounts maintained outside the U.S.)								
a)	5 Address (number, street, and apt. or suite no.) See instructions.		Request	ter's	name	and ac	ddress	(optio	nal)							
Š	6 City, state, and ZIP code															
	IRVING , TX 75039															
	7 List account number(s) here (optional)										-					
Par																
backu	our TIN in the appropriate box. The TIN provided must match the nam o withholding. For individuals, this is generally your social security num	e given on line 1 to av ber (SSN). However. f	oid   ora	500	iai se	curity	numb	<u>∍r</u>		$\overline{\Box}$	_	_				
resider	nt alien, sole proprietor, or disregarded entity, see the instructions for P	art I, later. For other	200 000			-	-		-							
TIN, la	s, it is your employer identification number (ÉIN). If you do not have a n ter.	umber, see How to ge		or			ш		L							
Note: If the account is in more than one name, see the instructions for line 1. Also see What Name and				ploye	er identification number											
Number To Give the Requester for guidelines on whose number to enter.					_											
Part II Certification								$\bot$								
-	Certification penalties of perjury, I certify that:															
1. The 2. I am Serv	number shown on this form is my correct taxpayer identification numb not subject to backup withholding because: (a) I am exempt from bac rice (IRS) that I am subject to backup withholding as a result of a failure	kup withholding, or (b)	I have r	not b	een r	otifie	d by th	he Int	ernal	Reve	enue at I a	am				
	onger subject to backup withholding; and															
	a U.S. citizen or other U.S. person (defined below); and															
	FATCA code(s) entered on this form (if any) indicating that I am exemple cation instructions. You must cross out item 2 above if you have been not	· ·	_		ly cut	ioct to	hack	un w	thhole	dina k	2002	uco				
you hav acquisi other th	to failed to report all interest and dividends on your tax return. For real estation or abandonment of secured property, cancellation of debt, contribution an interest and dividends, you are not required to sign the certification, but	ate transactions, item 2 ns to an individual retire	does no ement ar	t app	oly. Fo	or mor	tgage	intere aener	est pa	id, avme	ents	use				
Sign Here	Signature of U.S. person ▶	[	Date ▶	V	l/l	3/1	9									
	eral Instructions	<ul> <li>Form 1099-DIV (div funds)</li> </ul>	vidends,	incl	/ uding	those	e from	stoc	ks or	mutu	al					
Section noted.	n references are to the Interrial Revenue Code unless otherwise	Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)														
related	developments. For the latest information about developments to Form W-9 and its instructions, such as legislation enacted ey were published, go to www.irs.gov/FormW9.	<ul> <li>Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)</li> </ul>														
• Form 1			m 1099-S (proceeds from real estate transactions)													
Purpose of Form • Form 1099																
informa	vidual or entity (Form W-9 requester) who is required to file an ation return with the IRS must obtain your correct taxpayer cation number (TIN) which may be your social security number	<ul> <li>Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)</li> </ul>									,					
(SSN),	individual taxpayer identification number (ITIN), adoption	<ul> <li>Form 1099-C (canceled debt)</li> <li>Form 1099-A (acquisition or abandonment of secured property)</li> </ul>														
(EIN), to	er identification number (ATIN), or employer identification number o report on an information return the amount paid to you, or other t reportable on an information return. Examples of information	Use Form W-9 onlalien), to provide you	y if you a	are a	U.S.						nt					
returns	include, but are not limited to, the following.	If you do not return	n Form V	V-9 t	to the	ne requester with a TIN, you might										
<ul> <li>Form 1099-INT (interest earned or paid)</li> <li>be subject to backup with</li> </ul>				uing	. see	vvnai	is ba	скир	withh	oldin	ıg,					

later.



### WEBB COUNTY COMMUNITY ACTION AGENCY



520 REYNOLDS, 2<sup>ND</sup> FLOOR LAREDO, TEXAS 78040 TELEPHONE (956) 523-4182

November 7, 2019

TXU Energy P.O. Box 650257 Dallas, TX 75265

#### To Whom It May Concern:

We refer to the vendor agreement between Webb County Community Action Agency and TXU Energy, dated Jan. 1 2018, the term of which is due to expire on Dec. 2019.

We are very interested in renewing the Agreement for an additional two-year term. Kindly confirm to us by signing the attached vendor agreement and W-9 forms.

Please complete the Vendor agreement and W-9 forms, in its entirety and mail or e-mail back to,

Attn.: Maria Silva, CSS Program Manager

Webb County Community Action Agency

mgsilva@webbcountytx.gov 520 Reynolds, 2<sup>nd</sup> Floor Laredo, TX 78040

Sincerely,

James Flores, Director

Attachment

The purpose of the Comprehensive Energy Assistance Program ("CEAP") funded from the Low-Income Home Energy Assistance Program ("LIHEAP") grant is to maintain an energy supply to heat and cool the residences of eligible low-income clients.

The Energy Services provider, (or "Vendor,") agrees to honor the purpose of the CEAP grant and to accept pledges of payment from CEAP agencies only for certified customers to whom Vendor continues to provide energy services. The Energy Assistance Provider, (or "Agency",) agrees to make payments only for eligible low-income clients.

This vendor agreement is by and between:

Webb County. A political Subdivision of the State of Texas and for the Community Action Agency and Energy Assistance Provider (Agency)

Amigo Energy
(Vendor)

Vendor and Agency agree to assist customers in the following counties: Webb County

This agreement shall be effective from the 1st day of Jan 2020 for a period not to exceed two years from the effective date. Either party may terminate this agreement by written notice. Such written notice of termination shall not affect any obligation by either party incurred prior to

the receipt of such notice. Notice shall be sent via certified mail with return receipt requested.

Amigo Energy
(Vendor Name)

5251 Westheimer Rd Ste 1000 Houston, Tx 77056
(Vendor Mailing Address)

WEBB COUNTY c/o Webb County CAA
(Agency Name)

520 Reynolds St, 2nd Floor, Laredo, Texas 78040 (Agency Mailing Address)

The Vendor named above represents and warrants that it will apply any payments received from Agency to the account of the customer that the Agency has determined to be eligible under the CEAP guidelines and such is a "Certified Customer".

- Extend the CEAP applicant's energy service for up to five business days while the Agency determines whether the CEAP applicant is eligible pursuant to the CEAP quidelines.
- Upon accepting pledge from Agency for Certified Customer, continue or restore energy service to Certified Customer with no increases in charges, service charges or other charges affecting the total cost of the bill, except as allowed by the stated tariff cost registered with the Public Utility Commission "PUC" and/or Texas Railroad Commission.
- In the event the full past due balance is not paid by the Agency, the Certified Customer must pay the remaining balance on or before the disconnect date stated in the customer's Disconnect Notice required by PUC regulations in order to avoid disconnection or be eligible for reconnection. Nothing in this agreement requires the Vendor to reconnect the customer upon receipt of a pledge that does not cover the full past due balance or if the customer has already been disconnected by the time the pledge is received by the Vendor.
- Invoice the Certified Customer in accordance with Vendor's normal billing practices.
- Upon verbal or written request from Agency, provide at no cost to the Agency the Certified Customer's billing and usage history for previous twelve months, or available history plus monthly estimates if less than twelve months of billing history and usage is available. Vendor will transmit such billing history via electronic mail or facsimile as soon as possible, but no later than forty-eight hours following the request.
- Work with Agency and Certified Customer to explore the feasibility of offering flexible payment arrangements that may include, without limitation, waiving security deposits, reconnect fees, application fees, and all other fees whenever possible.
- Not discriminate against Certified Customer in price or services, including the availability
  of deferred payment plans, level or average payment plans, discount, budget, advance
  payment or other credit plans.
- Not refuse to provide energy service or otherwise discriminate in the marketing and provision of energy service to any Certified Customer because of race, creed, color, national origin, ancestry, sex, marital status, lawful source of income, level of income, disability, financial status, location of customer in an economically distressed geographic area, or qualification for low-income or energy-efficiency services.

- Allow Agency forty-five days from the date of the pledge to forward payment to the Vendor. Vendor agrees not to consider the portion of the Certified Customer's account to be paid by the Agency delinquent if said payment is received within the above mentioned forty-five day period and Vendor is provided with a verbal or signed pledge from the Agency within forty-five days of identifying a Certified Customer.
- Not interrupt service if Certified Customer is eligible under PUC regulations, or other state agency regulations (as applicable), and enters into an agreement with the Vendor concerning how the Certified Customer will pay the balance owed Vendor and the Certified Customer is meeting the obligation under such agreement.
- If the Agency has paid for an initial deposit or similar refundable instrument, upon the termination of service to the Certified Customer, the Vendor shall return funds including interest (after any balance owed) to the Agency in accordance with PUC regulations or other state agency regulations (as applicable).

#### The Agency will:

- Obtain written permission for Agency to request and have access to customer information, including confidential or personal account information, credit and payment history, from customers seeking Agency's assistance. Social Security numbers are not required for the CEAP program and may not be disclosed to Agency.
- Provide to Vendor, at Vendor's request, customer's written permission for Agency's access to customer information as stated above.
- Not provide pledges on behalf of a Certified Customer to Vendor without having adequate funds to pay such pledge.
- Pay pledges within forty-five days of making pledge to Vendor.
- Determine if a customer is a Certified Customer within five days of contacting Vendor.
- Provide Vendor a list of names, telephone numbers and e-mail addresses of Agency staff designated to make pledges on behalf of the Agency and Certified Clients, if requested from Vendor.

The terms of any confidential transaction under this agreement or any other information exchanged by the Agency and Vendor relating to any transaction shall not be disclosed to any person not employed or retained by the Agency or Vendor, their affiliates, or brokers, except to the extent disclosure is 1) required by law; 2) necessary to disclose to the other party in connection with a dispute between the parties; 3) otherwise permitted by written consent of the other party; 4) required by guarantors to be disclosed; 5) information which must be disclosed to a third party to transmit energy; 6) to meet reliability council, regulatory, administrative, judicial, governmental, or regulated commodity exchange requirements where necessary; or 7) of information which was or is hereafter in the public domain (except by breach of this Agreement).

		, .
Luna Scaramos De	morals	11/11/2019
Authorized Vendor Signature	Date	e
Authorized Vendor Signature  LiUiA Scarawa & Deno  Typed Name of Authorized Signature	nordes	11/11/2019
Typed Name of Authorized Signature	Title	9
713-881-8582		
Vendor (Area Code) Telephone Number	,	- 2
Pledgerequest@/	ustener	gy.com
Vendor Email Address		
		i.
Authorized Agency Signature	Date	9
Tano E. Tijerina	Webb	County Judge
Typed Name of Authorized Signature	Title	)
956-523-4620		
Agency (Area Code) Telephone Number		

Form (Rev. October 2018)
Department of the Treasury Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

As a heart page of	AND THE PROPERTY OF THE PROPER			711 (6.77)												
1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.																
	Entrust Energy Inc.															
	2 Business name/disregarded entity name, if different from above															
اب																
on page										Exemptions (codes apply only to artain entities, not individuals; see structions on page 3):						
	☐ Individual/sole proprietor or ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate single-member LLC								Exempt payee code (if any)							
# P	Limited liability company. Enter the tax classification (C=C corporation, S=															
Print or type. c Instructions	Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check							Exemption from FATCA reporting code (if any)								
교교	is disregarded from the owner should check the appropriate box for the tax	rposes. Otherwise, a single-mamil x classification of its owner.	3 <del>61</del> IT	.C uit	"		•									
) eci	☐ Other (see instructions) ▶			(Applies to accounts maintained outside the U.S.)												
S	5 Address (number, street, and apt. or suite no.) See instructions.	Reques	ter's I	name	and address (optional)											
Š	1301 McKinney, Ste 2950															
	6 City, state, and ZIP code	-														
	Houston, TX 77010  7 List account number(s) here (optional)												_			
- 1	List account number(s) here (optional)															
Pari	Taxpayer Identification Number (TIN)							_			_	-	_			
Enter y	our TIN in the appropriate box. The TIN provided must match the name	e given on line 1 to avold	Soc	ial se	curi	ity n	umb	er								
	o withholding. For individuals, this is generally your social security num at alien, sole proprietor, or disregarded entity, see the instructions for P		П		$\neg$		1	$\neg$		T						
	it allen, sole prophetor, or disregarded entity, see the instructions for P s, it is your employer identification number (EIN). If you do not have a ni					-		]								
TIN, la			or													
	f the account is in more than one name, see the instructions for line 1.	Also see What Name and	Employer identification number													
Number To Give the Requester for guidelines on whose number to enter.		5	7	_	1	2	4	2	1	9	4					
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Part	MASS II															
	penalties of perjury, I certify that:	es (es l em melties for e emb		h- l-		-1 4-										
2. I am	number shown on this form is my correct taxpayer identification numb not subject to backup withholding because: (a) I am exempt from baci ice (IRS) that I am subject to backup withholding as a result of a failure	kup withholding, or (b) I have	not b	een	notif	fled	by t	he l	ntem				ım			
	onger subject to backup withholding; and	•	•	•	•											
	a U.S. citizen or other U.S. person (defined below); and															
	FATCA code(s) entered on this form (if any) indicating that I am exemp															
	cation instructions. You must cross out item 2 above if you have been no ve falled to report all interest and dividends on your tax return. For real estr											ecau	ISE			
acquisi	tion or abandonment of secured property, cancellation of debt, contribution on a standard dividends, you are not required to sign the certification, but	ns to an individual retirement a	rrang	eme	nt (IF	RA),	and	gen	erally	, pa	yme					
Sign Here	Signature of Jemardo Salmas	Date▶	/-	_ 9	7_	2	01	5								
Ger	neral Instructions	• Form 1099-DIV (dividends			2000				cks (	or n	nutu	al				
	n references are to the Internal Revenue Code unless otherwise	funds) • Form 1099-MISC (various	type	s of i	nco	me,	priz	es, :	awan	ds,	or g	ross				
Future	developments. For the latest information about developments to Form W-9 and its instructions, such as legislation enacted		or mutual fund sales and certain other													
	ey were published, go to www.irs.gov/FormW9.	transactions by brokers)  • Form 1099-S (proceeds from	s) ds from real estate transactions)													
Purp	ose of Form	• Form 1099-K (merchant co	nt card and third party network transactions)													
nforma	vidual or entity (Form W-9 requester) who is required to file an ation return with the IRS must obtain your correct taxpayer	<ul> <li>Form 1098 (home mortgag 1098-T (tuition)</li> </ul>	ge int	eres	1), 10	098-	E (s	tude	ent lo	an I	inte	est),				
	cation number (TIN) which may be your social security number individual taxpayer identification number (ITIN), adoption	<ul> <li>Form 1099-C (canceled de</li> </ul>	nceled debt)													
	er identification number (ATIN), or employer identification number	<ul> <li>Form 1099-A (acquisition of</li> </ul>														
EIN), t	o report on an information return the amount paid to you, or other t reportable on an information return. Examples of information	Use Form W-9 only if you alien), to provide your correct			. pe	rsor	n (inc	clud	ing a	res	ide	nt				
	include, but are not limited to, the following.	If you do not return Form	W-9	to th									t			
Form 1099-INT (interest earned or paid)  be subject to backup withhouse later.						hat i	is ba	icku	p wit	hho	ldir	g,				



# WEBB COUNTY COMMUNITY ACTION AGENCY



520 REYNOLDS, 2<sup>ND</sup> FLOOR LAREDO, TEXAS 78040 TELEPHONE (956) 523-4182

November 7, 2019

Amigo Energy 5251 Westheimer Rd Suite 1000 Houston, TX 77056

To Whom It May Concern:

We refer to the vendor agreement between Webb County Community Action Agency and Amigo Energy, dated Jan. 1 2018, the term of which is due to expire on Dec. 2019.

We are very interested in renewing the Agreement for an additional two-year term. Kindly confirm to us by signing the attached vendor agreement and W-9 forms.

Please complete the Vendor agreement and W-9 forms, in its entirety and mail or e-mail back to,

Attn.: Maria Silva, CSS Program Manager

Webb County Community Action Agency

mgsilva@webbcountytx.gov 520 Reynolds, 2<sup>nd</sup> Floor Laredo, TX 78040

Sincerely,

James Flores, Director

amep

Attachment

The purpose of the Comprehensive Energy Assistance Program ("CEAP") funded from the Low-Income Home Energy Assistance Program ("LIHEAP") grant is to maintain an energy supply to heat and cool the residences of eligible low-income clients.

The Energy Services provider, (or "Vendor,") agrees to honor the purpose of the CEAP grant and to accept pledges of payment from CEAP agencies only for certified customers to whom Vendor continues to provide energy services. The Energy Assistance Provider, (or "Agency",) agrees to make payments only for eligible low-income clients.

This vendor agreement is by and between:

Webb County, A political Subdivision of the State of Texas and for the Community Action Agency and Energy Assistance Provider (Agency)

Energy Assistance Provider (Agency)	
CPL RETAIL ENERGY (Vendor)	
Vendor and Agency agree to assist customers in the following counties: Webb County	
This agreement shall be effective from the <u>1st</u> day of <u>Jan 2020</u> for a period not to exceed years from the effective date. Either party may terminate this agreement by written not Such written notice of termination shall not affect any obligation by either party incurred prior the receipt of such notice. Notice shall be sent via certified mail with return receipt requested	tice.
CPL RETAIL ENERGY (Vendor Name)	
6502 S. YALE AVE TULSA, OK 74136 (Vendor Mailing Address)	
WEBB COUNTY c/o Webb County CAA (Agency Name)	
520 Reynolds St, 2nd Floor, Laredo, Texas 78040	
(Agency Mailing Address)	

The Vendor named above represents and warrants that it will apply any payments received from Agency to the account of the customer that the Agency has determined to be eligible under the CEAP guidelines and such is a "Certified Customer".

- Extend the CEAP applicant's energy service for up to five business days while the Agency determines whether the CEAP applicant is eligible pursuant to the CEAP guidelines.
- Upon accepting pledge from Agency for Certified Customer, continue or restore energy service to Certified Customer with no increases in charges, service charges or other charges affecting the total cost of the bill, except as allowed by the stated tariff cost registered with the Public Utility Commission "PUC" and/or Texas Railroad Commission.
- In the event the full past due balance is not paid by the Agency, the Certified Customer must pay the remaining balance on or before the disconnect date stated in the customer's Disconnect Notice required by PUC regulations in order to avoid disconnection or be eligible for reconnection. Nothing in this agreement requires the Vendor to reconnect the customer upon receipt of a pledge that does not cover the full past due balance or if the customer has already been disconnected by the time the pledge is received by the Vendor.
- Invoice the Certified Customer in accordance with Vendor's normal billing practices.
- Upon verbal or written request from Agency, provide at no cost to the Agency the Certified Customer's billing and usage history for previous twelve months, or available history plus monthly estimates if less than twelve months of billing history and usage is available. Vendor will transmit such billing history via electronic mail or facsimile as soon as possible, but no later than forty-eight hours following the request.
- Work with Agency and Certified Customer to explore the feasibility of offering flexible payment arrangements that may include, without limitation, waiving security deposits, reconnect fees, application fees, and all other fees whenever possible.
- Not discriminate against Certified Customer in price or services, including the availability
  of deferred payment plans, level or average payment plans, discount, budget, advance
  payment or other credit plans.
- Not refuse to provide energy service or otherwise discriminate in the marketing and provision of energy service to any Certified Customer because of race, creed, color, national origin, ancestry, sex, marital status, lawful source of income, level of income, disability, financial status, location of customer in an economically distressed geographic area, or qualification for low-income or energy-efficiency services.

- Allow Agency forty-five days from the date of the pledge to forward payment to the Vendor. Vendor agrees not to consider the portion of the Certified Customer's account to be paid by the Agency delinquent if said payment is received within the above mentioned forty-five day period and Vendor is provided with a verbal or signed pledge from the Agency within forty-five days of identifying a Certified Customer.
- Not interrupt service if Certified Customer is eligible under PUC regulations, or other state agency regulations (as applicable), and enters into an agreement with the Vendor concerning how the Certified Customer will pay the balance owed Vendor and the Certified Customer is meeting the obligation under such agreement.
- If the Agency has paid for an initial deposit or similar refundable instrument, upon the
  termination of service to the Certified Customer, the Vendor shall return funds including
  interest (after any balance owed) to the Agency in accordance with PUC regulations or
  other state agency regulations (as applicable).

#### The Agency will:

- Obtain written permission for Agency to request and have access to customer information, including confidential or personal account information, credit and payment history, from customers seeking Agency's assistance. Social Security numbers are not required for the CEAP program and may not be disclosed to Agency.
- Provide to Vendor, at Vendor's request, customer's written permission for Agency's access to customer information as stated above.
- Not provide pledges on behalf of a Certified Customer to Vendor without having adequate funds to pay such pledge.
- Pay pledges within forty-five days of making pledge to Vendor.
- Determine if a customer is a Certified Customer within five days of contacting Vendor.
- Provide Vendor a list of names, telephone numbers and e-mail addresses of Agency staff designated to make pledges on behalf of the Agency and Certified Clients, if requested from Vendor.

The terms of any confidential transaction under this agreement or any other information exchanged by the Agency and Vendor relating to any transaction shall not be disclosed to any person not employed or retained by the Agency or Vendor, their affiliates, or brokers, except to the extent disclosure is 1) required by law; 2) necessary to disclose to the other party in connection with a dispute between the parties; 3) otherwise permitted by written consent of the other party; 4) required by guarantors to be disclosed; 5) information which must be disclosed to a third party to transmit energy; 6) to meet reliability council, regulatory, administrative, judicial, governmental, or regulated commodity exchange requirements where necessary; or 7) of information which was or is hereafter in the public domain (except by breach of this Agreement).

Authorized Vendor Signature	11/11/2019 Date
Tara Norris	Energy Assistance Program Coordinator
Typed Name of Authorized Signature	Title
(866) 208-2533	*
Vendor (Area Code) Telephone Number	
_de_agency@directenergy.com	
Vendor Email Address	
Authorized Agency Signature	Date
Tano E. Tijerina	Webb County Judge
Typed Name of Authorized Signature	Title
956-523-4620	
Agency (Area Code) Telephone Number	

(Rev. November 2017) Department of the Treasury Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

	1 Name (as shown on your income tay return) Name is required as this ti		-								_							
	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  CPL Retail Energy																	
	2 Business name/disregarded entity name, if different from above																	
<sub>6</sub>																		
	3 Check appropriate box for federal tax classification of the person whose na following seven boxes.  ☐ Individual/sole proprietor or ☑ C Corporation ☐ S Corporation		certa	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):														
ns o	single-member LLC	ration						Exempt payee code (if any)										
ctio ty	☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶								Exempt payee code (if any)									
Print or type. Specific Instructions on page	Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not chec LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC th is disregarded from the owner should check the appropriate box for the tax classification of its owner.							, and a second										
beci	☐ Other (see instructions) ►								(Applies to accounts maintained outside the U.S.)									
45	5 Address (number, street, and apt. or suite no.) See instructions.		Reques	ter's	name	and ad	dress (	option	nal)									
See	12 Greenway Plaza, Suite 250NOT MAILING AD 6 City, state, and ZIP code	DRESS>				ess for Payments:												
	Houston, TX 77046		PO BC															
	7 List account number(s) here (optional)		Dallas	, 17	( 152	266-0897												
Pari	1 3																	
Enter y backur	our TIN in the appropriate box. The TIN provided must match the nar o withholding. For individuals, this is generally your social security nur	me given on line 1 to av	oid	So	cial se	curity	numbe	r	_									
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TIN, lat	i, it is your employer identification number (EIN). If you do not have a	number, see How to ge		<u> </u>			Ш		L									
Note: I	f the account is in more than one name, see the instructions for line 1	. Also see What Name	and	or Em	plove	er identification number												
Number 16 Give the Requester for guidelines on whose number to enter.							ПТ	T	T		$\dashv$							
165				7	4	- 2	9	9 6	8	2	5							
Part																		
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	a U.S. citizen or other U.S. person (defined below); and																	
4. The I	FATCA code(s) entered on this form (if any) indicating that I am exemp	pt from FATCA reporting	g is corr	ect.														
acquisit	ation instructions. You must cross out item 2 above if you have been no e failed to report all interest and dividends on your tax return. For real est ion or abandonment of secured property, cancellation of debt, contribution an interest and dividends, you are not required to sign the certification, b	tate transactions, item 2	does no	t ap	oly. F	or mort	gage i	nteres	st pai	id,		use						
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	eral Instructions references are to the Internal Revenue Code unless otherwise	<ul> <li>Form 1099-DIV (div funds)</li> </ul>																
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related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.								other	e.									
• Form 1099-S (proceeds from re				al es	al estate transactions) d third party network transactions)													
An indiv	idual or entity (Form W-9 requester) who is required to file an ion return with the IRS must obtain your correct taxpayer	<ul> <li>Form 1098 (home n 1098-T (tuition)</li> </ul>	nortgage	e inte	erest)	, 1098	y netv -E (stu	dent	loan	inter	ns) est),							
identific	ation number (TIN) which may be your social security number	• Form 1099-C (cance	eled deb	ot)														
(55N), ir	ndividual taxpayer identification number (ITIN), adoption r identification number (ATIN), or employer identification number	Form 1099-A (acquisition or abandonment of secured property)																
amount	report on an information return the amount paid to you, or other reportable on an information return. Examples of information	Use Form W-9 only alien), to provide your	if you a	re a	U.S.						t							
returns include, but are not limited to, the following.  • Form 1099-INT (interest earned or paid)  Later, by bronde your correct This.  If you do not return Form W-9 to the request be subject to backup withholding. See What is later.								th a 7 kup w	7N, y vithh	<i>ou n</i>	night g,	k						



### WEBB COUNTY COMMUNITY ACTION AGENCY



520 REYNOLDS, 2<sup>ND</sup> FLOOR LAREDO, TEXAS 78040 TELEPHONE (956) 523-4182

November 7, 2019

CPL Retail Energy 6502 Yale Ave. Tulsa, OK 74136

To Whom It May Concern:

We refer to the vendor agreement between Webb County Community Action Agency and CPL Retail Energy, dated Jan. 1 2018, the term of which is due to expire on Dec. 2019.

We are very interested in renewing the Agreement for an additional two-year term. Kindly confirm to us by signing the attached vendor agreement and W-9 forms.

Please complete the Vendor agreement and W-9 forms, in its entirety and mail or e-mail back to,

Attn.: Maria Silva, CSS Program Manager

Webb County Community Action Agency

mgsilva@webbcountytx.gov 520 Reynolds, 2<sup>nd</sup> Floor Laredo, TX 78040

Sincerely,

James Flores, Director

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