COMMISSIONERS COURT COMMUNICATION

COURT ORDER NUMBER 144760

DATE: 2/19/2025

SUBJECT: **CONSIDERATION OF AN AGREEMENT BETWEEN TARRANT COUNTY, D/B/A TARRANT COUNTY HUMAN SERVICES AND RELIANT ENERGY TO ACCEPT DONATIONS UNDER THE 2025 RELIANT ENERGY CARE PROGRAM**

***** CONSENT AGENDA *****

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court approve an agreement between Tarrant County, d/b/a Tarrant County Human Services (TCHS) and Reliant Energy to accept donations under the 2025 Reliant Energy CARE Program.

BACKGROUND

In 1983 Reliant Energy established a fund to provide energy assistance monies to area non-profits and government agencies that can be committed as a credit on behalf of qualified low-income customers. TCDHS has received disbursements from these Reliant Energy funds since 2008.

On January 13, 2025, Reliant Energy CARE notified TCHS of its initial donation for 2025, amounting to $15,000.00 for electric assistance to low-income Reliant Energy customers. These donations are specifically designated for energy assistance payments under the CARE program and may only be applied toward Reliant customer account balances.

Approval of this agreement will allow TCHS to continue receiving periodic funding allocations, including the initial $15,000 donation mentioned above.

The Criminal District Attorney's Office has approved this agreement as to form.

FISCAL IMPACT

The $15,000.00 donation will be deposited into account T5640-2025 Human Services - Reliant energy/5210100000 Human Services/484003 Donations - Health, Miscellaneous, Trust.

SUBMITTED BY	Human Services	PREPARED BY:	Tanja Seib
		APPROVED BY:	Lisa Martin

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January 13, 2025

Judge Tim O'Hare
Tarrant County Department of Human Services
1200 Circle Dr Suite 200
Fort Worth, TX 76119-8112

Re: 2025 Letter Agreement for Reliant Energy Retail Services, LLC CARE Program ("CARE").

Dear Judge O'Hare,

Reliant Energy Retail Services, LLC (Reliant) is a certified Retail Electric Provider serving residential customers in the Texas ERCOT Market and is required to establish and maintain an energy assistance program in accordance with the rules and regulations of the Public Utility Commission of Texas. **Tarrant County Department of Human Services (Agency)** has a proven record of managing energy assistance and relief programs and is capable of processing Reliant's customer payment assistance in an efficient, effective manner.

Each year Reliant allocates funding to support its CARE program. Reliant has invited Agency to participate in the annual Reliant CARE program subject to the terms outlined in this letter agreement. Within 60 days of receipt of this signed agreement, a completed IRS W-9 Form (required prior to first payment each year) and EFT form (for new agencies), Reliant will contribute $15,000.00 to the Agency in support of the 2025 CARE Program.

The purpose of these contributions is to provide funding for energy assistance payments to Reliant customers under the CARE program. The funds contributed for energy assistance payments must be deposited in a depository bank account held in trust for Reliant and may only be used for payment of Reliant customer account balances. The 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.

Agency will accept program applications from potential clients and qualify Reliant customers as eligible recipients in accordance with the following CARE program requirements:

- Each client recipient of CARE contributions must be a Reliant customer with an active account.
- The client recipient name must match the Reliant customer account name.
- Each client recipient should be notified that the contributions are from the Reliant CARE program.
- A client recipient on a Reliant prepaid service plan is eligible for CARE assistance payments.
- The maximum annual client assistance payment limit is $500.00.
- Client recipients of CARE contributions are eligible to receive multiple assistance payments on their account if the cumulative amount does not exceed the maximum annual payment limit of $500.00 in accordance with the Agency hardship criteria.

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Agency Program Guidelines:

- Agency will distribute and discuss program guidelines in a training session with all volunteers and staff.
- Agency qualifies active Reliant customer.
- Agency contacts Reliant Agency Desk via phone to make an inquiry or pledge on behalf of the customer **(888) 363-3574**

- Agency remits payment within 30-45 days from the pledge date to Reliant and includes documentation with Customer Name, Customer Account # and Pledge Payment Amount that denotes CARE payment. Payment can be sent by check or ACH:

    - ***If paying by check***, mail check and documentation to the Standard Payment Remittance Address:

      Reliant Energy Retail Services, LLC
      P. O. Box 1046
      Houston, Texas 77251-1046
      Attn: Credit Operations – Agency Assistance
      Gayl Morris (Credit Operations – Agency Assistance Manager) 713-537-2864

    - ***If paying by ACH***, documentation should be emailed or faxed to Credit Operations – Agency Assistance:

      Email: CreditOpsAgency@nrg.com
      fax: 1-866-367-0343 or 713-488-5469

- Agency must submit a monthly report form by the 10th of each month to Reliant via email recording activity and balance of funds ***regardless if funds were distributed or not***. Agency must submit the monthly report form to be eligible to receive additional funding contributions under Reliant's annual CARE program.

    - ***Email monthly report to***:
    - Sandee Treptow: STreptow@reliant.com
    - and Credit Ops: CreditOpsAgency@nrg.com

- Additional Agency funding opportunity under Reliant's annual CARE program is determined solely by Reliant and is based on the need of customers served by the Agency, Agency's utilization of current and previous funds and accurate timely reporting as well as the availability of CARE funds. Agency may request additional 2025 CARE Program funds when Agency has pledged or utilized 75% of the 2025 contribution funds. Additional contributions are subject to available 2025 CARE Program funds at time of request.

- Agency must also keep records of all transactions relating to the distribution of Reliant CARE contributions for a period of 2 year(s) and will allow Reliant full access during normal business hours to inspect, audit or reproduce all such records and books of related to this agreement. Reliant CARE contribution funds may not be allocated or applied to operational or administrative expenses incurred by Agency.

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- Reliant can terminate this agreement at any time during the year by providing 30 days advance written notice to Agency. Agency must take all necessary action outlined in the termination notice to conclude the program work.

- All 2025 Care Program funds that are not utilized or pledged to aid qualifying Reliant customers by December 31, 2025, will be eligible to rollover to the next CARE program year, subject to approval by Reliant. In the event Agency's participation in the CARE Program is terminated for any reason, all remaining funds that are not utilized or pledged for qualifying Reliant customers must be returned to Reliant via check or ACH transaction within 45 days of the date of termination.

To acknowledge your agreement to and acceptance of the terms and conditions outlined in this letter please sign below. Keep a copy for your records and return a copy to Reliant attention Sandee Treptow at STreptow@reliant.com

Sincerely,

Leanne Schneider

Leanne Schneider

Director, Reliant Community Relations

AGREED AND ACCEPTED

By: _____ Date: _____

Name

Title

Agency Name: Tarrant County Department of Human Services

APPROVED AS TO FORM:

Craig M Price

CRIMINAL DISTRICT ATTORNEY'S OFFICE*

*By law, the Criminal District Attorney's Office may only approve contracts for its clients.
We reviewed this document as to form from our client's legal perspective.
Other parties may not rely on this approval. Instead, those parties should seek contract review from independent counsel.