



**COMMISSIONERS COURT
COMMUNICATION**

COURT ORDER NUMBER 145343

PAGE 1 OF 6

DATE: 6/3/2025

SUBJECT: CONSIDERATION OF FIRST AMENDMENT TO THE 2025 LETTER OF AGREEMENT WITH RELIANT ENERGY RETAIL SERVICES, LLC TO ACCEPT DONATIONS FROM THE NRG CUSTOMER ASSISTANCE AND RELIEF FOR ELECTRICITY PROGRAM

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

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider the First Amendment to the 2025 Letter of Agreement with Reliant Energy Retail Services, LLC (Reliant Energy) to accept donations from the NRG Customer Assistance and Relief for Electricity (CARE) Program.

BACKGROUND

In 1983, Reliant Energy established a fund to provide energy assistance to area nonprofits and government agencies, committed as a credit on behalf of qualified low-income customers. Tarrant County Human Services (TCHS) has received disbursements from these Reliant Energy funds since 2008.

On February 19, 2025, the Commissioners Court, through Court Order #144760, approved a Letter of Agreement Reliant Energy allowing TCHS to receive periodic allotments of program funding.

On April 24, 2025, Reliant Energy notified TCHS of changes to the energy assistance fund and provided the First Amendment to the 2025 Letter Agreement with Reliant Energy. The Reliant CARE Program and the Direct Energy Neighbor to Neighbor bill assistance programs will be merged into a new program called the NRG CARE Program. Key changes include expanded funding utilization, consolidated funding contracts, maximum assistance amounts, new disbursement reports, reporting transition, and pledge process. These program modifications are intended to support an expanding customer base and ensure comprehensive assistance while simplifying processes for agency partners.

The Criminal District Attorney's Office has reviewed and approved this amendment as to form.

FISCAL IMPACT

There is no fiscal impact as a result of the 2025 Letter Agreement Amendment.

SUBMITTED BY	Human Services	PREPARED BY:	Michele Heckman
		APPROVED BY:	Lisa Martin



4/22/2025

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

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

Dear Mr. O'Hare-

This First Amendment to the 2025 Letter Agreement for Reliant Energy Retail Services, LLC CARE Program} between Reliant Energy Retail Services, LLC and Tarrant County Human Services dated January 13, 2025 is hereby amended as set forth in this First Amendment effective May 1, 2025. The Reliant CARE Program is changing and will become a part of NRG's Bill Assistance Program called Customer Assistance and Relief for Electricity Program (NRG CARE Program). In accordance with this First Amendment, the NRG CARE Program, in addition to providing energy assistance payments to Reliant customers, will encompass the following Retail Electric Providers that are entities owned by NRG Energy, Inc. (NRG Affiliates) who serve residential customers in the Texas ERCOT Market: **Direct Energy LP ("Direct Energy"), Stream SPE, Ltd ("Stream") , US Retailers, LLC dba DISCOUNT POWER ("Discount Power"), US Retailers, LLC dba CIRRO Energy ("Cirro Energy"), XOOM Energy Texas, LLC ("Xoom Energy") and Green Mountain Energy Company ("Green Mountain Energy")**.

Existing funds that were previously provided to Agency for use with the Reliant CARE program now fall under this Agreement and can be used in accordance with the terms outlined in the 2025 Letter Agreement for Reliant Energy Retail Services, LLC CARE Program.

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

- Each client recipient of NRG CARE contributions must be a customer with an active account under one of the following NRG affiliates:
 - Reliant Energy
 - Direct Energy
 - Stream Energy
 - Discount Power
 - Xoom Energy
 - Green Mountain Energy
 - Cirro Energy
- The client recipient name (Applicant) must match the customer account name on the bill.
- Each client recipient should be notified that the contributions are from the NRG CARE Program.
- A client recipient on a prepaid service plan is eligible for NRG CARE assistance payments.
- The maximum annual client assistance payment limit is \$600.00.



an NRG company

- Client recipients of NRG 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 \$600.00 in accordance with the Agency hardship criteria.

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 utilizes the NRG Agency Portal to make inquiries and/or pledges on behalf of the customer at agencyportal.nrg.com/AgencyPortal
- Agency remits payment within 45 days from the pledge date to NRG Affiliates and includes documentation with Customer Name, Customer Account # and Pledge Payment Amount that denotes NRG CARE payment. Payment can be sent by check or ACH:

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

Reliant Energy Retail Services, LLC

P. O. Box 1046
Houston, Texas 77251-1046

Attn: Agency Assistance

U.S. Retailers, LLC – Discount Power

P. O. Box 3587
Houston, Texas 77253-3587

Attn: Agency Assistance

U.S. Retailers, LLC – CIRRO

P. O. Box 3188
Houston, Texas 77253-3188

Attn: Agency Assistance

Green Mountain Energy Company

P. O. Box 1509
Houston, Texas 77251-1509

Attn: Agency Assistance

Stream SPE, Ltd.

P. O. Box 3367
Houston, Texas 77253-3367

Attn: Agency Assistance

XOOM Energy Texas, LTD

P. O. Box 3916
Houston, Texas 77251-3916

Attn: Agency Assistance

Direct Energy LP

P. O. Box 2349
Houston, Texas 77253-2349

Attn: Agency Assistance

- ***If paying by ACH***, payment advice should be emailed to Credit Operations – Agency Assistance:

Email: CreditOpsAgency@nrg.com



- Agency must submit a monthly report form by the 10th of each month to NRG via email recording activity and balance of funds **regardless if funds were distributed or not**. Agency must submit the monthly report excel workbook in order to be eligible to receive additional funding contributions under the annual NRG CARE Program.
 - **Email monthly report to:**
 - Tara Norris: nrgcareprogram@nrg.com direct phone (918) 727-2387
 - Credit Ops: CreditOpsAgency@nrg.com
- Additional Agency funding opportunity under the annual NRG CARE program is determined solely by NRG 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 NRG CARE funds. Agency may request additional 2025 NRG CARE Program funds when Agency has pledged or utilized 75% of the 2025 contribution funds. Additional contributions are subject to the 2025 NRG CARE Program funds available at time of request.
- Agency must also keep records of all transactions relating to the distribution of NRG CARE contributions for a period of 2 year(s) and will allow NRG full access during normal business hours to inspect, audit or reproduce all such records and books of related to this agreement.
- NRG 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 NRG Care Program funds that are not utilized or pledged to aid qualifying customers by December 31, 2025, will be eligible to rollover to the next NRG CARE Program year, subject to approval by NRG. In the event Agency's participation in the NRG CARE Program is terminated for any reason, all remaining funds that are not utilized or pledged for qualifying customers must be returned to NRG via check or ACH transaction within 45 days of the date of termination.

Except as specifically amended and provided herein, the terms and conditions of the 2025 Letter Agreement for Reliant Energy Retail Services, LLC CARE Program.

To acknowledge your agreement to and acceptance of the First Amendment terms and conditions outlined in this letter please sign below. Keep a copy for your records and return a copy to NRG attention Tara Norris at tara.norris@nrg.com



Sincerely,

Tara Norris

Energy Assistance Program Manager

AGREED AND ACCEPTED

By: _____

Date: _____

Name

Title

Agency Name:



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Sincerely,

Tara Norris

Energy Assistance Program Manager

AGREED AND ACCEPTED

By: _____

Date: _____

Name


Title

Agency Name:

Consideration of First Amendment to the 2025 Letter of Agreement with Reliant Energy Retail Services, LLC to Accept Donations From the NRG Customer Assistance and Relief for Electricity Program

SIGNED AND EXECUTED this 3 day of June, 2025.

**COUNTY OF TARRANT
STATE OF TEXAS**

A handwritten signature in black ink that reads "Tim O'Hare". The signature is written in a cursive style with a long horizontal line extending to the right.

Tim O'Hare
County Judge
6/9/2025