

AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This Agreement is made and entered into by and between ACCENT ENERGY TEXAS LP, D/B/A IGS ENERGY HOME SERVICES, a Delaware Limited partnership, hereinafter designated “IGS Energy,” and HARRIS COUNTY, a body corporate and politic under the laws of the State of Texas, hereinafter designated the “County.”

WITNESSETH:

WHEREAS, the County desires to contract with IGS Energy to assist persons in financial distress with energy related costs, hereinafter designated “Customer;” and

WHEREAS, IGS Energy desires to contract with the County to allow the County to do so;

NOW, THEREFORE, IGS Energy and the County, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

I. Scope of Agreement

IGS Energy and the County shall have roles, functions, and responsibilities in connection with the County’s assistance of the Customer.

II. Roles, Functions, and Responsibilities of IGS Energy

IGS Energy shall have the following roles, functions, and responsibilities during the term of this Agreement:

- (1) Extend a Customer’s energy services for up to five business days while the County determines the Customer’s eligibility for assistance;
- (2) Upon accepting a pledge from the County for a Customer, continue or restore energy service to the Customer without any increase in energy charges, service charges, or other charges affecting the total cost of the bill;
- (3) Invoice the Customer in accordance with IGS Energy’s normal billing practices;

- (4) Upon verbal or written request from the County, provide at no cost to the County the Customer's billing and usage history for the previous twelve months, or available history plus monthly estimates if less than twelve months of billing history and usage is available. IGS Energy will transmit such billing history via electronic mail or facsimile no later than the end of the next business day following the request;
- (5) Work with the County and Customer to explore the feasibility of offering flexible payment arrangements that may include, without limitation, waiving security deposits, application fees, and all other fees whenever possible;
- (6) Not discriminate against the Customer in price or services, including the availability of deferred payment plans, level or average payment plans, discounts, budgets, advance payment or other credit plans;
- (7) Not refuse to provide energy service or otherwise discriminate in the marketing and provision of energy service to any 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;
- (8) Allow forty-five days from the date of the pledge to forward payment to IGS Energy. IGS Energy agrees not to consider the portion of the Customer's account to be paid by the County delinquent if the payment is received within the above mentioned forty-five day period and IGS Energy is provided with a signed pledge from the County within five days of identifying a Customer and making the pledge; and
- (9) Not interrupt service if the Customer enters into an agreement with IGS Energy concerning how the Customer will pay the balance owed IGS Energy and the Customer is meeting the obligations under the agreement.

III.

Roles, Functions, and Responsibilities of the County

The County shall have the following roles, functions, and responsibilities during the term of this Agreement:

- (1) Not provide pledges on behalf of a Customer to IGS Energy without having adequate funds to pay such pledge;
- (2) Pay pledges within forty-five days of making pledge to IGS Energy;

- (3) Determine if a Customer is eligible within five business days of contacting IGS Energy; and
- (4) Provide IGS Energy a list of names, telephone numbers, and e-mail addresses of County staff designated to make pledges on behalf of the County and Customers.

IV.
Term of Agreement

The term of this Agreement shall be for a period of two years, beginning May 1, 2023 and ending April 30, 2025, unless terminated earlier by either party.

V.
Termination

This Agreement may be terminated by either party, with or without cause, upon written notice to the other party. No advance notice of termination shall be required.

VI.
Notice

Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to IGS Energy or the County at the following addresses. If mailed, any notice or communication shall be deemed to be received three days after the date of deposit in the United States Mail. Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

To IGS Energy: Accent Energy Texas LP d/b/a IGS Energy
 Attention: Vice President of Finance
 6100 Emerald Parkway
 Dublin, Ohio 43016

To the County: Harris County Community Services Department
 Attention: Executive Director
 8410 Lantern Point
 Houston, Texas 77054

VII.
Limit of Appropriation

Prior to the execution of this Agreement, IGS Energy has been advised by the County, and IGS Energy clearly understands and agrees, such understanding and agreement being of the absolute essence to this Agreement, that the County has certified no funds for its performance of

this Agreement and contemplates performing its obligations hereunder out of its current budget, and all obligations for which current revenue is not available will be contingent on the County's appropriating funding for them.

VIII.
Successors and Assigns

IGS Energy and the County bind themselves and their successors and assigns to the other party of this Agreement and to the successors and assigns of such other party, in respect to all covenants of this Agreement. Neither IGS Energy nor the County shall assign its interest in this Agreement without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

IX.
Governing Law

This Agreement shall be construed and governed according to the laws of the State of Texas, and venue shall be in Harris County, Texas.

X.
Waiver of Breach

The waiver by any party of the breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach hereof.

XI.
Non-Discrimination

The parties shall not discriminate against any person because of race, creed, national origin, religion, color, sex, age, or disabilities as defined in the Americans with Disabilities Act.

XII.
Confidentiality

IGS Energy expressly acknowledges that the County is subject to the Texas Public Information Act, chapter 552 of the Texas Government Code, and that the County will make any information related to this Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act.

XIII.
Severability

If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, such portion shall be deemed severed from this Agreement and the

remaining parts shall continue in full force as though such invalid or unenforceable provision had not been part of this Agreement.

XIV.
Entire Agreement

This Agreement shall constitute the entire agreement between the parties and no prior or contemporaneous written or oral promises or representations shall be binding. This Agreement shall not be amended, changed, or extended except by written instrument signed by the parties.

EXECUTED in triplicate originals to be effective May 1, 2023.


ACCENT ENERGY TEXAS LP
d/b/a IGS ENERGY

By: 
JON STEPHENS
Sr. Manager - Revenue

APPROVED AS TO FORM:

CHRISTIAN D. MENELEE
County Attorney

HARRIS COUNTY

By 
KEVIN G. MARKOWSKI
Assistant County Attorney
C.A. File No. 23GEN0835

By _____
LINA HIDALGO
Harris County Judge

ORDER OF COMMISSIONERS COURT
Authorizing Execution of an Agreement

The Commissioners Court of Harris County, Texas, convened at a meeting of said Court at the Harris County Administration Building in the City of Houston, Texas, on _____ 2023, with the following members present except_____.

A quorum was present. Among other business, the following was transacted:

**ORDER AUTHORIZING EXECUTION OF AN AGREEMENT BETWEEN ACCENT
ENERGY TEXAS LP D/B/A IGS ENERGY AND HARRIS COUNTY TO ASSIST
PERSONS IN FINANCIAL DISTRESS WITH ENERGY RELATED COSTS**

Commissioner _____ introduced an order and made a motion that the same be adopted. Commissioner _____ seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

| Vote of the Court | <u>Yes</u> | <u>No</u> | <u>Abstain</u> |
|-------------------|--------------------------|--------------------------|--------------------------|
| Judge Hidalgo | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Comm. Ellis | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Comm. Garcia | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Comm. Ramsey | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Comm. Briones | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order thus adopted follows:

IT IS ORDERED that the County Judge of Harris County is authorized to execute, for and on behalf of Harris County, an Agreement between Accent Energy Texas LP d/b/a IGS Energy and Harris County, in connection with assisting persons in financial distress with energy related costs, the Agreement being incorporated by reference for all purposes as though fully set out in this Order word for word.