

AGENDA

Regular Meeting of the Board of Directors of San Diego Community Power (SDCP)

July 23, 2020

5:00 p.m.

Chula Vista Council Chambers
276 4th Ave., Chula Vista, CA 91910
Public Participation Via Teleconference (see below)

Some or all members of the SDCP Board of Directors may participate in this meeting from the Chula Vista Council Chambers, but due to the public health orders and guidelines in California and in accordance with the Governor's Executive Orders N-25-20 and N-29-20, there will be no location for in-person attendance. SDCP is providing alternatives to in-person attendance for viewing and participating in the meeting. Further details are below.

Note: Any member of the public may provide comments to the San Diego Community Power Board of Directors on any agenda item or on a matter not appearing on the agenda, but within the jurisdiction of the Board. Public comments must be submitted using this ([web form](#)). Please indicate whether your comment is on a specific agenda item or a non-agenda item. When providing comments to the Board, it is requested that you provide your name and city of residence for the record. Commenters are requested to address their comments to the Board as a whole through the Chair. Comments are limited to four hundred (400) words on the form. If you have anything that you wish to be distributed to the Board, please provide it to the Board Clerk via info@sdcommunitypower.org, who will distribute the information to the Members. It is requested that comments and other information be provided at least one (1) hour before the start of the Board meeting. All comments received by such time will be provided to the Board members in writing. In the discretion of the Chair, the first ten (10) comments received on each agenda item, or on non-agenda matters, may be read into the record at the meeting. Comments received after the one (1) hour limit will be collected, sent to the Board members in writing, and be part of the public record. Due to technical limitations at the Chula Vista Council Chambers, no live public comment will be entertained at this meeting. The public may participate using the following remote options:

Teleconference Meeting Webinar

<https://chulavistaca.webex.com/chulavistaca/onstage/g.php?MTID=e09100b8a4fa0d4fb9d9baf04844b1dd>

Telephone (Audio Only)

(408) 418-9388 | Access Code: 146 559 2031

AGENDA – BOARD OF DIRECTORS – SAN DIEGO COMMUNITY POWER

Call to Order

Pledge of Allegiance

Roll Call

Items to be Added, Withdrawn, or Reordered on the Agenda

Public Comments

Opportunity for members of the public to address the Board on any items not on the agenda but within the jurisdiction of the Board. Members of the public may use the web form noted above to provide a comment.

Consent Calendar

All matters are approved by one motion without discussion unless a member of the Board of Directors requests a specific item to be removed from the Consent Agenda for discussion. A member of the public may use the web form noted above to comment on any item on the Consent Calendar.

REGULAR AGENDA

The following items call for discussion or action by the Board of Directors. The Board may discuss and/or take action on any item listed below if the Board is so inclined.

1. Operations and Administration Report from the Interim Executive Officer

Recommendation: Receive update on various operational and administrative activities and file this report. Report includes:

- COVID 19 Update
- Requests for Proposals and Other Solicitations
- Committee Meetings (Finance & Risk Management; Community Advisory Committee)
- Discussions with SDG&E and/or Other Regulatory Updates
- Update on 2020 Policy Matrix

2. Approve Marketing and Communications Agreement with Civilian, Inc.

Recommendation:

1. Approve Marketing and Communications agreement with Civilian, Inc. for a 2-year term beginning in August 1, 2020.
2. Delegate execution of the agreement to the Interim Executive Officer.

3. Approval of Amendment to LEAN Energy U.S. Contract

Recommendation: Approve amendment to LEAN Energy U.S. contract to include additional professional services to be provided as well as an increase in the monetary cap of the contract and authorize the Interim Executive Officer to execute the amendment.

4. Approval of Public Records Request Policy

Recommendation: Adopt Public Records Request Policy for San Diego Community Power.

5. Discuss and Consider Potential Actions Relating to the City of San Diego's Franchise Fee Agreement Negotiation

Recommendation:

1. Discuss and consider Community Advisory Committee recommendation to provide input to the City of San Diego regarding the City's Franchise Fee Agreement.
2. Discuss and consider Community Advisory Committee recommendation for SDCP to join the Coalition for Better Franchise Agreements

6. Approval of the Community Advisory Committee Standard Operating Procedures

Recommendation: Adopt standard operating procedures for the Community Advisory Committee.

Director Comments

Board Members may briefly provide information to other members of the Board and the public, ask questions of staff, request an item to be placed on a future agenda, or report on conferences, events, or activities related to SDCP business. There is to be no discussion or action taken on comments made by Directors unless authorized by law.

Reports by Management and General Counsel

SDCP Management and General Counsel may briefly provide information to the Board and the public. The Board may engage in discussion if the specific subject matter of the report is identified below, but the Board may not take any action other than to place the matter on a future agenda. Otherwise, there is to be no discussion or action taken unless authorized by law.

ADJOURNMENT

Compliance with the Americans with Disabilities Act

SDCP Board of Directors meetings comply with the protections and prohibitions of the Americans with Disabilities Act. Individuals with a disability who require a modification or accommodation, including auxiliary aids or services, in order to participate in the public meeting may contact (858) 492-6005 or info@sdcommunitypower.org. Requests for disability-related modifications or accommodations require different lead times and should be provided at least 72-hours in advance of the public meeting.

Availability of Board Documents

Copies of the agenda and agenda packet are available at www.sdcommunitypower.org/board-meetings. Late-arriving documents related to a Board meeting item which are distributed to a majority of the Members prior to or during the Board meeting are available for public review as

required by law. Until SDCP obtains offices, those public records are available for inspection at the City of San Diego Sustainability Department, located at 1200 Third Ave., Suite 1800, San Diego, CA 92101. However, due to the Governor's Executive Orders N-25-20 and N-29-20 and the need for social distancing, that is now suspended and can instead be made available electronically at info@sdcommunitypower.org. The documents may also be posted at the above website. Late-arriving documents received during the meeting are available for review by making an electronic request to the Board Secretary via info@sdcommunitypower.org.

SAN DIEGO COMMUNITY POWER
Staff Report – Item 1

To: San Diego Community Power Board of Directors

From: Cody Hooven, SDCP Interim Executive Officer
Director/Chief Sustainability Officer, City of San Diego

Subject: Operations and Administration Report from the Interim Executive Officer

Date: July 23, 2020

Recommendation

Receive update on various operational and administration activities and file this report.

Analysis and Discussion

Staff will provide regular updates to the Board of Directors regarding San Diego Community Power's (SDCP) organizational development, administration and start-up activities. The following is a brief overview of this month's discussion items, which are informational only.

A) COVID-19 Impact

Staff are monitoring the safe reopening guidance provided by the State and County to determine when in-person meetings will resume. Until then, operations and meetings have continued productively via remote connectivity. Staff and our consultants are collectively monitoring potential impacts to startup activities in light of the economic impacts of this global pandemic and will keep the Board apprised if any concerns arise.

B) Request for Proposals (RFPs) and other Solicitations

Due to the restrictive requirements of signing a nondisclosure agreement (NDA) with SDG&E to review and provide support for SDG&E's Energy Resource Recovery Account (ERRA) Forecast, Tosdal APC will be prevented from participating in future regulatory actions if they sign the NDA. A solution to prevent this conflict is to bring on another regulatory legal firm, Keyes & Fox LLP, with extensive experience in ERRA Forecast proceedings to work with SDCP staff on this issue. The budget for this will largely offset regulatory work currently within Tosdal APC's scope.

As described in the previous Board meeting, an accounting firm with Community Choice Aggregation (CCA) experience, Maher Accountancy, is being retained and will start work for SDCP on August 1. A technical consultant, NewGen Strategies and Solutions, was also brought on board to support technical analysis of SDG&E's ERRA Forecast, where the PCIA and major components of SDG&E's rate structure are set for next year.

SDCP is completing its 2021-2023 Local Resource Adequacy (RA) solicitation – final negotiations and contracting efforts are underway with multiple suppliers and these efforts are expected to wrap up soon. Staff also submitted bids to SDG&E's Renewable Energy solicitation on June 22nd, and we expect to receive additional information regarding short-list selections on July 31st. We also expect that SDG&E will be issuing a solicitation for RA in the not too distant future. SDCP's long-term renewables portfolio standard solicitation is closing on July 24, 2020. Bids will be evaluated and discussed with the committee and Board over the next few weeks with short-list notifications expected in mid-August.

C) Committee Meetings

- a. Finance and Risk Management – The July committee meeting was cancelled due to lack of agenda items.
- b. Community Advisory Committee – The CAC met on July 17th. Several of their agenda items appear on the Board's agenda for July 23. The Chair of the CAC may report out on the agenda items as they are discussed.

D) Discussions with San Diego Gas & Electric (SDG&E) and Other Regulatory Items

Staff and SDCP consultants, including Pacific Energy Advisors, continue to offer an open dialogue with SDG&E staff to discuss coordination needs and opportunities for collaboration. SDG&E has requested an updated load forecast which was provided to them on July 7th. This is a forecast that was also submitted to the California Public Utilities Commission (CPUC) in April, with an update submitted in May.

The CPUC has broad regulatory authority over the energy sector in California, including partial jurisdiction over CCA programs. SDCP and other CCA program customers are regularly affected by CPUC decisions regarding power resources, rates, financial obligations and data retention among other things.

SDCP continues to engage in regulatory matters in order to establish a position on matters or provide input based on our position on various decisions or actions being considered.

The regulatory update (Attachment A) includes CPUC proceedings that are currently active and will have an impact on SDCP. This is not an exhaustive list. Staff and Tosdal, APC will continue to monitor or engage in these proceedings, and other regulatory activities, as needed to ensure SDCP's interests are represented. Staff from Tosdal, APC will be available at the Board meeting to provide additional details. Below are an example of recent actions.

- SDG&E recently filed a PCIA Trigger Application that would substantially increase the PCIA rate for current CCA customers and reduce generation rates for SDG&E's bundled customers. SDG&E requests that the Commission authorize a \$8.92 million PCIA rate increase, while refunding bundled customers the same amount over a 3-month period at the end of the year. This would impact CCA customers disproportionately. Bundled customers would see a bill reduction of less than \$1 dollar per month, while CCA customers with a 2015 vintage would see an increase of \$187 per month. This impact is driven by the large number of bundled customers compared

to the small number of existing CCA customers. This proposal, if adopted, would impact existing CCA customers but has no immediate impact on SDCP. However, because this is the first time a utility is making a proposal of this type, there is concern among the statewide CCA community that SDG&E's approach will be employed by other utilities, or by SDG&E once SDCP is fully operational.

- SDG&E requested permission to delay implementation of certain ratepayer payment and disconnection protections, due to complications with updating its Envision Customer Information System (CIS). This delay has potential to disrupt the enrollment schedule for SDCP. CPUC decision D. 20-06-003 ordered the utilities to adopt programs and rules to reduce the number of residential customer disconnections due to nonpayment. The new mandates include protections against disconnections for low-income and other vulnerable populations, caps on the number of total disconnections, a new payment plan for arrears forgiveness, and the elimination of deposits and re-connection fees for all customers. The new rules and programs are ordered to go into effect in April 2021, upon the expiration of COVID-19 protections that are currently in place.

Representatives from SDG&E, SDCP and CEA participated in a call on this subject on Friday, July 10. SDG&E asserts that it is not practicable to implement new CCA programs while also implementing changes called for by the recent CPUC Decision and that SDG&E believes that SDCP and CEA's planned program launches in 2021 would be impacted. In the July 10th meeting, SDG&E informed SDCP that they had submitted a letter (Attachment B) to the CPUC requesting an extension to September 30, 2021 for implementing the new procedures and policies required by the decision. SDG&E indicated that this delay is how they would be able to provide the ability to complete its new system implementation and support the SDCP March 2021 launch. SDG&E's letter has received protests from The Utility Reform Network (Attachment C) and Utility Consumer's Action Network (Attachment D). SDG&E's request was denied by the CPUC (Attachment E). To follow up from the meeting, SDCP, jointly with CEA and Solana Energy Alliance, submitted a response to SDG&E (Attachment F) that requested reaffirmation of their original timeline and reiterated that a sudden, unilateral change in schedule has significant operational and financial impacts that are not acceptable.

- SDCP filed comments on Draft Resolution E-5083 regarding formal review of SDG&E's Bundled Procurement Plan ("BPP"). Under BPP authority, last approved in 2015, SDG&E may enter into short term contracts without obtaining Commission approval. This permits SDG&E to expand its portfolio even though it is losing customers, which further contributes to PCIA costs for future CCA program customers. SDCP's comments recommend that BPP authority be addressed in the IRP proceeding immediately, a point that SDG&E happens to agree with, and also recommends that changes be made, including the explicit recognition of departing load forecasts contained in Commission-approved documents among other measures.
- SDCP filed its RPS Plan with the CPUC on July 5, 2020, and received notice that it was accepted on July 6th.

- The Integrated Resource Plan (IRP) provides the CPUC with a 10-year projected electricity load as part of the integrated resource planning process to ensure that California's electric sector meets its GHG reduction goals while maintaining reliability at the lowest possible costs. The IRP was originally due in April 2020, and has been changed to September 2020. An IRP agenda item will be discussed by the Finance and Risk Management Committee and Board in August, and submitted to the CPUC September 1.

E) Update on 2020 Policy Matrix

Interim SDCP staff and consultants continue to work on start-up policy items as time permits or as directed by the Board. These policies range from operational to customer-based to financial. An updated schedule of planned policies is attached for reference (Attachment G) and will evolve as items are completed or new items are contemplated.

Attachments:

Attachment A – Tosdal APC July Energy Regulatory Update

Attachment B – San Diego Gas & Electric Letter to California Public Utilities Commission

Attachment C – Letter from The Utility Reform Network to California Public Utilities Commission

Attachment D – Letter from Utility Consumer's Action Network to California Public Utilities Commission

Attachment E – CPUC Denial of SDG&E's Request

Attachment F – Letter from SDCP, CEA, and SEA to SDG&E

Attachment G – 2020 Policy Matrix

ENERGY REGULATORY UPDATE

To: Cody Hooven, Executive Officer, San Diego Community Power

From: Ty Tosdal, Regulatory Counsel, Tosdal APC

Re: Energy Regulatory Update

Date: July 17, 2020

The energy regulatory update summarizes important decisions, orders, notices and other developments that have occurred at the California Public Utilities Commission (“Commission”) and that may affect San Diego Community Power (“SDCP”). The summary presented here describes high priority developments and is not an exhaustive list of the regulatory proceedings that are currently being monitored or the subject of active engagement by SDCP. In addition to the proceedings discussed below, Tosdal APC monitors a number of other regulatory proceedings as well as related activity by San Diego Gas & Electric (“SDG&E”) and other Investor-Owned Utilities (“IOUs”).

1. SDG&E PCIA Trigger Application (A. 20-07-009)

SDG&E filed a PCIA Trigger Application on July 10, 2020, under new rules issued by the Public Utilities Commission in D. 18-10-019 that would substantially increase the PCIA rate for current CCA customers and reduce generation rates for its bundled customers. See Attachment A. Specifically, SDG&E is requesting that the Commission authorize an increase of PCIA rates by \$8.92 million, and a simultaneous refund to bundled customers of the same amount over the course of a 3-month period at the end of the year.

The effect of this proposal would impact customers very differently, depending on whether they are bundled customers served by the utility or departing load customers served by CCA programs or Direct Access providers. **Bundled customers would see a reduction of their bill of less than \$1 dollar per month, while departing load customers with a 2015 vintage would see an increase of \$187 per month.** These impacts are driven in part by the fact that the number of bundled customers is relatively large compared to the departing load customer numbers, and as a result, \$8.92 million is spread across a large number of customers.

This proposal, if adopted, would impact existing CCA program customers, but has no direct or immediate impact on SDCP. However, since it is the first time that a utility is making a

proposal of this type under the rules that were established in D. 18-10-019, there is concern among the CCA community statewide that the approach SDG&E has taken in this application will be employed by other utilities. SDG&E may also employ a similar approach in the future, when SDCP is fully operational, and if that is the case, volatility in the PCIA and large increases the rate are likely to occur.

CalCCA is analyzing the issues and looking into taking action on this application. Discussions have also occurred with Solana Energy Alliance and Clean Energy Alliance. This application is on a fast track, and SDG&E is requesting a decision within 60 days of the filing date, on or around September 10. Given the importance of the rate impacts and related issues, a protest at the Public Utilities Commission is being developed to challenge SDG&E's proposal.

2. Disconnections and Reconnections Proceeding (R. 18-07-005) and SDG&E Billing System Upgrade

SDG&E has requested permission to delay implementation next year of a decision related to customer disconnections and payments, D. 20-06-003, due to the fact that it is in the process of updating its billing system. That decision, D. 20-06-003, was issued on June 11, 2020, and ordered the Investor-Owned Utilities ("IOUs") to adopt programs and rules to reduce the number of residential customer disconnections due to nonpayment. The new mandates include protections against disconnections for low-income and other vulnerable populations, caps on the number of total disconnections, a new payment plan for arrears forgiveness, and the elimination of deposits and re-connection fees for all customers. The new rules and programs are ordered to go into effect in April 2021, upon the expiration of COVID-19 protections that are currently in place.

SDG&E issued a letter to the Commission on July 1, 2020, requesting an extension to implement D. 20-06-003 to September 30, 2021. See Attachment A. The justification for the request is that SDG&E will be in the final testing stages of a new Customer Information System ("CIS"), called Envision, which was three years in the making and will cost \$100 million. SDG&E asserts that it is not be possible to implement new programs during the project, and that doing so would cost an additional \$20-30 million for ratepayers. SDG&E offered that in the interim, it would suspend disconnections for customers participating in low-income programs.

Following letters from ratepayer advocate groups TURN and UCAN, the Commission denied SDG&E's request for delayed implementation. See Attachment A. The Commission encourages SDG&E to meet and confer with TURN to "coordinate a resolution," and to "engage

with CCAs, TURN and the Arrearage Management Plan Working Group.” The Commission’s letter asks that any further requests for extension by SDG&E be specific. SCE recently made a similar request to the CPUC asking for an extension and was also denied.

The effect of these developments on SDCP’s planned launch is unclear. Representatives from SDG&E, SDCP and CEA participated in a call on this subject on Friday, July 10, and SDG&E’s representatives expressed that while the customer protection measures in D. 20-06-003 will be difficult to manage, the company will be prepared for SDCP and CEA’s planned program launches next year in 2021.

3. Draft Resolution E-5083

SDCP continues to seek formal review of SDG&E’s Bundled Procurement Plan (“BPP”) in a Commission proceeding, most recently by filing comments on Draft Resolution E-5083 on Tuesday, July 14. Under BPP authority, which was last approved in a proceeding in 2015, SDG&E may enter into contracts but is not required to obtain Commission approval as long as the contract duration is less than 5 years, the delivery period ends within a 10-year time period, and other applicable rules are followed. The primary concerns with an extension of BPP authority are that it permits SDG&E to expand its portfolio, even though it is losing customers, and it further contributes to PCIA costs for future CCA program customers, which may affect SDCP and would also act as a deterrent to communities that are interested in joining or forming CCA programs.

Draft Resolution E-5083 would grant SDG&E’s request to extend its BPP authority without explicit limits on the amount of new power or the costs associated. SDCP’s comments recommend that BPP authority be addressed in the IRP proceeding in short order, a point that SDG&E happens to agree with, and also recommends that various changes be made to the resolution, including the explicit recognition of departing load forecasts contained in Commission-approved documents among other measures.

4. SDG&E ERRA Forecast Proceeding (A. 20-04-014)

SDCP’s regulatory counsel continues to participate in SDG&E’s ERRA Forecast proceeding, where important decisions about PCIA rates and SDG&E’s generation rates are made each year. Presently, the focus is on the discovery process and obtaining data and other information from SDG&E in advance of hearings that are scheduled for late August.

5. Renewable Portfolio Standard (R. 18-07-003)

SDCP submitted its 2020 RPS Plan on July 6, 2020, and the filing has been accepted by Commission. Along with RPS Plans from IOUs and other CCA programs, SDCP's plan will undergo additional review, and a decision will be issued later this year regarding 2020 RPS plans.

Attachment A

**San Diego Community Power
Regulatory Filings
and Related Materials**

**BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF CALIFORNIA**

Expedited Application of San Diego Gas &
Electric Company (U 902 E) Under the Power
Charge Indifference Adjustment Account
Trigger Mechanism.

Application 20-07-____
(Filed on July 10, 2020)

**EXPEDITED APPLICATION OF SAN DIEGO GAS & ELECTRIC
COMPANY (U 902 E) UNDER THE POWER CHARGE INDIFFERENCE
ADJUSTMENT ACCOUNT TRIGGER MECHANISM**

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July 10, 2020

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**BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF CALIFORNIA**

Expedited Application of San Diego Gas &
Electric Company (U 902 E) Under the Power
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Trigger Mechanism.

Application 20-07-____
(Filed on July 10, 2020)

**EXPEDITED APPLICATION OF SAN DIEGO GAS & ELECTRIC
COMPANY (U 902 E) UNDER THE POWER CHARGE INDIFFERENCE
ADJUSTMENT ACCOUNT TRIGGER MECHANISM**

I. INTRODUCTION

Pursuant to Decision (“D.”) 18-10-019 and in accordance with Rule 2.1 of the California Public Utilities Commission’s (“Commission”) Rules of Practice and Procedure, San Diego Gas & Electric Company (“SDG&E”) respectfully submits this Expedited Trigger Application (“Application”) addressing the disposition of SDG&E’s undercollection as currently recorded in its Power Charge Indifference Adjustment (“PCIA”) undercollection balancing account (“CAPBA”). As noted below, and in accordance with D.18-10-019, this Application contains a proposed, expedited schedule “for approval in 60 days from the filing date.”

As explained in more detail in the accompanying Prepared Direct Testimony of Eric L. Dalton on behalf of SDG&E (“Testimony of Eric L. Dalton”), SDG&E’s CAPBA balance through April 30, 2020 is undercollected by \$2.22 million, or 7.9%, which exceeds the 7% trigger point.¹ Based on its forecasts and assumptions, SDG&E does not expect that its CAPBA balance will self-correct below the 7% trigger point within 120 days of April 30, 2020. Rather, SDG&E’s CAPBA undercollection exceeded the 10% trigger threshold on May 31, 2020 and SDG&E expects the

¹ This determination was reached on May 13, 2020 at which time SDG&E assessed its CAPBA recorded balance as of April 30, 2020 and forecasted that it would not self-correct within 120 days.

CAPBA undercollection to reach \$8.92 million (or 32% of forecasted PCIA revenues of \$28 million) by December 31, 2020.

Accordingly, SDG&E requests that the Commission authorize a refund to bundled customers² and simultaneous increase to PCIA rates due to its \$8.92 million³ undercollected CAPBA balance, projected as of December 31, 2020, and allow it to be amortized in rates over a 3-month period (beginning October 1, 2020 and concluding December 31, 2020). SDG&E's proposal to amortize the CAPBA undercollection over a 3-month period would bring the projected CAPBA balance below 7% and maintain the balance below that level until January 1, 2021 as required by D.18-10-019.⁴

By this Application, SDG&E is proposing to increase the current effective vintage PCIA rates in order to bring the CAPBA account balance below 7% and refund bundled customers for the undercollection amount associated with the CAPBA trigger that is the result of the 2020 PCIA capped rates applicable to SDG&E's 2020 ERRRA Forecast Filing Application (A.19-04-010).⁵ SDG&E proposes to increase PCIA rates for its Departing Load⁶ customers using the existing revenue allocation applied for the PCIA common template – *i.e.*, using the generation revenue allocation factors. (See Section III below for discussion of proposed PCIA rates and illustrative rate impact using the generation revenue allocation factors.)

² Bundled customers are customers who receive bundled electric service from SDG&E, meaning they receive electric generation and utility distribution company ("UDC") services. Most of SDG&E's customers are bundled customers.

³ \$8.92 million is without Franchise Fees & Uncollectibles ("FF&U"). With FF&U it is \$9.03 million.

⁴ D.18-10-019, Ordering Paragraph ("OP") 10.d.

⁵ Approved January 16, 2020 via D.20-01-005 and implemented per AL 3500-E on February 1, 2020.

⁶ Departing Load customers are customers who only receive electric UDC services from SDG&E. Departing Load customers include Direct Access (DA), Community Choice Aggregation (CCA), and Green Tariff Shared Renewables (GTSR) customers.

However, SDG&E recognizes that a 3-month amortization period using the approved PCIA cost recovery methodology of generation revenue allocation factors⁷ has the potential to create significant “rate shock” or short-term rate instability for Departing Load customers. Therefore, SDG&E is also presenting an *alternative* proposal to amortize the undercollection over a 3-month period using an alternative equal cents per kilowatt-hour (“kWh”) cost recovery in order to mitigate against rate instability and minimize rate shock for Departing Load customers.⁸ In this alternative cost recovery proposal, SDG&E proposes to increase PCIA rates for its Departing Load customers using an equal cents per kWh vintage rate, regardless of customer class. (See Section III below for discussion of proposed PCIA rates and illustrative rate impact using an equal cents per kWh methodology.)

Under either proposal, a typical bundled non-California Alternative Rates for Energy (“CARE”) residential customer in the inland climate zone using 400 kWh could see a monthly summer bill decrease of 0.9%, or \$0.95 (from \$111.71 to \$110.76) and a monthly winter bill decrease of 0.8%, or \$0.94 (from \$112.36 to \$111.42).⁹

II. BACKGROUND

In D.06-07-030, as modified by D.07-01-030, the Commission resolved various issues relating to the cost responsibility surcharge applicable to Direct Access (“DA”) and Municipal Departing Load customers within the service territories of the IOUs. The PCIA component of the

⁷ D.18-10-019, OP 4.

⁸ SDG&E explored other amortization periods to reduce the rate impact to Departing Load customers, however, any period other than a 3-month period would not bring SDG&E’s projected CAPBA balance below 7% by January 1 of the following year as required by the PCIA trigger mechanism set forth in D. 18-10-019.

⁹ Bill impacts are based on electric rates effective July 1, 2020 per Advice Letter (“AL”) 3556-E. Customers’ actual bill impacts will vary with usage per month, by season and by climate zone.

cost responsibility surcharge is intended to preserve bundled customer indifference to customers that migrate from bundled load by ensuring that Departing Load customers pay their share of the cost responsibility associated with the above-market-costs of the utilities' total procurement portfolio. Under the methodology adopted by the Commission in D.08-09-012, the Commission refined the indifference amount methodology by introducing the requirement to vintage Departing Load customers, based on their departure date, when assigning responsibility for the total portfolio of resources.

In D.18-10-019, the Commission adopted an annual true-up mechanism as well as a cap that limits the change of the PCIA rate from one year to the next. Starting in forecast year 2020, the cap level of the PCIA rate was set at 0.5 cents/ kWh more than the prior year's PCIA, differentiated by system average vintage rate. AL 3436-E established the PCIA undercollection balancing account (CAPBA).¹⁰ CAPBA establishes an interest-bearing balance account that will be used in the event that the PCIA cap is reached, in order to track any obligation that accrues for Departing Load customers by vintage subaccounts.

D.18-10-019 established a trigger mechanism for the PCIA cap to provide flexibility to avoid excessive undercollections and to enable the Commission to act quickly to address undercollections in the CAPBA.¹¹ D.18-10-019 set a trigger threshold of 10% of the forecast PCIA revenues and a trigger mechanism to ensure that the 10% threshold would not be reached. The trigger mechanism requires the filing of an expedited application for the Commission's approval within 60 days from the filing date when the recorded monthly CAPBA balance undercollection reaches a 7% trigger point and SDG&E forecasts that the balance will reach

¹⁰ SDG&E AL 3436-E was filed on September 30, 2019 and approved on October 31, 2019.

¹¹ D.18-10-019, Finding of Facts 19 & 24.

10%.¹² The Commission further requires that the application include a projected account balance as of 60 days or more from the date of filing depending on when the balance will reach the 10% threshold.¹³ The application also requires a proposed revised PCIA rate that will bring the projected CAPBA account balance below 7% and maintain the balance below that level until January 1 of the following year, when the PCIA rate adopted in SDG&E's ERRa forecast proceeding will take effect.¹⁴ The Testimony of Eric L. Dalton and Stacy Fuhrer addresses each of these requirements.

III. RELIEF REQUESTED

Through this Application, and in accordance with the statutory and regulatory directives noted above, SDG&E is seeking the Commission's expedited authorization to increase PCIA rates for Departing Load customers, and simultaneously decrease bundled commodity rates, due to the CAPBA undercollection based on the expected balance at the time the decision on this Application is implemented and SDG&E's best estimate for activity in the months prior to implementation. As of the time of this Application, SDG&E projects an \$8.92 million¹⁵ CAPBA undercollection as of December 31, 2020. SDG&E requests authorization to obtain funding from Departing Load customers of \$8.92 million¹⁶ in order to bring the balance down to zero and refund bundled customers. SDG&E requests that it be permitted to amortize this amount over a 3-month amortization period beginning on October 1, 2020 and ending December 31, 2020. Using this 3-month amortization period will prevent the 2020 CAPBA balance from exceeding the 7% trigger

¹² D.18-10-019, pp. 86-87 & OP 10.

¹³ *Id.*

¹⁴ *Id.*

¹⁵ \$8.92 million is without FF&U. With FF&U it is \$9.03 million.

¹⁶ *Id.*

threshold until January 1, 2021 and enable SDG&E to comply with the Trigger Mechanism as stated in D.18-10-019.

As discussed further in the Testimony of Eric L. Dalton, the principal cause of SDG&E's trigger situation is the fact that SDG&E's CAPBA mechanism was set up to have bundled customers fund the revenue shortfall of Departing Load customers due to the \$0.005/kWh PCIA rate cap per vintage. For 2020, the amount of the Departing Load customers' forecast of PCIA revenues is \$28 million. The primary cause of the current undercollection is that the PCIA rates approved in SDG&E's 2020 ERRA Forecast Application do not reflect the recovery of the entire forecasted Departing Load PCIA revenues of \$28 million due to the \$0.005/kWh PCIA rate cap per vintage adopted by the Commission in D.18-10-019.¹⁷

Given the potential for short-term rate instability to Departing Load customers caused by the PCIA rate cap requirement and the need for a 3-month amortization period to comply with Commission directives, SDG&E is presenting two alternative cost recovery proposals. SDG&E's initial proposal seeks to increase PCIA rates for its Departing Load customers using the existing allocation applied for the PCIA common template – *i.e.*, using the generation revenue allocation factors. Using generation revenue allocation factors, a typical residential Departing Load customer in the 2015 PCIA vintage using 400 kWh per month could see a bill increase of approximately \$187 (from \$13 to \$200) from the PCIA charge for the 3-month period October, November and December 2020.¹⁸

SDG&E's alternative proposal seeks to increase PCIA rates for its Departing Load customers using an equal cents per kWh vintage rate, regardless of customer class. Using an equal

¹⁷ D.18-10-019, OP 9.

¹⁸ See Prepared Direct Testimony of Stacy Fuhrer, pp. 9-11 for detailed information regarding proposed PCIA rates and rate impact using the generation revenue allocation factors.

cents per kWh vintage rate, a typical residential Departing Load customer in the 2015 PCIA vintage using 400 kWh per month could see a bill increase of approximately \$30 (from \$13 to \$43) for the 3-month period October, November and December 2020.¹⁹

Table 1 below compares current effective 2015 vintage PCIA rates with the two 3-month amortization proposals included in this Application. As reflected below, SDG&E's alternative proposal provides a measure of relief to Departing Load customers from the PCIA rate increases that would otherwise be required using generation revenue allocation factors.

Table 1 - Comparison of Illustrative 2015 Vintage PCIA Rates Under Each Proposal²⁰

Customer Classes	Current Effective Rates²¹ (¢/kWh)	Proposed Rates Using Generation Revenue Allocation (¢/kWh)	Proposed Rates Using Equal Cents per kWh (¢/kWh)	Difference in Proposed Rates
Residential	3.205	49.976	10.830	(39.147)
Small Commercial	2.693	24.045	10.318	(13.727)
Medium and Large Commercial and Industrial	2.964	6.711	10.589	3.877
Agriculture	2.239	78.627	9.863	(68.758)
Streetlighting	2.106	42.549	9.731	(32.818)
System	3.001	10.625	10.625	0.000

As discussed further in the Testimony of Stacy Fuhrer, SDG&E recommends that this alternative proposal be adopted by the Commission for several reasons. First, using the existing

¹⁹ See Prepared Direct Testimony of Stacy Fuhrer, pp. 13-17 for detailed information regarding proposed PCIA rates and rate impact using an equal cents per kWh methodology.

²⁰ SDG&E shows an impact to PCIA vintage 2015 only as it is the last vintage capped with an undercollection. All PCIA rates shown are final cumulative rates.

²¹ Rates effective February 1, 2020 per AL 3500-E.

approved generation revenue allocation factors creates a distortion, which negatively impacts multiple customer classes who have minimal Departing Load sales (including residential and agriculture) in the vintages where the PCIA cap was assessed. This distortion is due to the generation revenue allocation factors approved in SDG&E's 2016 GRC Phase 2 D.17-08-030 being calculated based on SDG&E's bundled system load sales, not Departing Load specific sales. Second, given that the PCIA cap is calculated at the vintage system rate level,²² it is just and reasonable to assess the CAPBA trigger revenues at the vintage system level as well. Finally, because every class within a vintage benefited from the cap, it is just and reasonable that revenues be recovered equally.

It should be noted that this alternative equal cents per kWh proposal deviates from the approved PCIA cost recovery methodology utilizing generation revenue allocation factors. Therefore, SDGE requests Commission authorization to employ this alternative cost recovery method to establish just and reasonable PCIA rates for Departing Load customers in its service territory in connection with this CAPBA trigger proceeding.

IV. STATUTORY AND PROCEDURAL REQUIREMENTS

A. Rule 2.1 (a) – (c)

In accordance with Rule 2.1 (a) – (c) of the Commission's Rules of Practice and Procedure, SDG&E provides the following information.

1. Rule 2.1 (a) - Legal Name

SDG&E is a corporation organized and existing under the laws of the State of California. SDG&E is engaged in the business of providing electric service in a portion of Orange County and electric and gas service in San Diego County. The exact legal name of the Applicant is San Diego

²² Approved in D.18-10-019.

Gas & Electric Company. SDG&E's principal place of business is 8330 Century Park Court, San Diego, California 92123. SDG&E's attorney in this matter is Roger A. Cerda.

2. Rule 2.1 (b) - Correspondence

Correspondence or communications regarding this Application should be addressed to:

Shewit Woldegiorgis
Regulatory Case Manager
San Diego Gas & Electric Company
8330 Century Park Court, CP32F
San Diego, CA 92123
Telephone: (619) 696-2229
Facsimile: (619) 699-5027
Email: swoldegiorgis@sdge.com

With copies to:

Roger A. Cerda
San Diego Gas & Electric Company
8330 Century Park Court, CP32D
San Diego, CA 92123
Telephone: (858) 654-1781
Facsimile: (619) 699-5027
Email: rcerda@sdge.com

3. Rule 2.1 (c)

a. Proposed Category of Proceeding

In accordance with Rule 7.1, SDG&E requests that this Application be categorized as ratesetting because SDG&E's proposed recovery of an CAPBA undercollection will influence SDG&E's rates.

b. Need for Hearings

SDG&E does not believe that approval of this Application will require hearings. SDG&E has provided ample supporting testimony, analysis and documentation that provide the Commission with a sufficient record upon which to grant the relief requested.

c. Issues to be Considered

The issues to be considered are described in this Application and the accompanying testimony and exhibits. SDG&E does not believe there are any issues related to safety considerations that need to be considered in this Application.

d. Proposed Schedule

SDG&E proposes the following expedited schedule.²³

<u>ACTION</u>	<u>DATE</u>
Application Filed	July 10, 2020
Protests	August 10, 2020
Expedited Reply to Protests	August 14, 2020
Prehearing Conference	August 19, 2020
Proposed Decision	August 26, 2020
Expedited Comments on Proposed Decision	September 1, 2020
Expedited Reply Comments on Proposed Decision	September 4, 2020
Commission Decision Adopted	September 10, 2020

B. Rule 2.2 – Articles of Incorporation

A copy of SDG&E's Restated Articles of Incorporation as last amended, presently in effect and certified by the California Secretary of State, was previously filed with the Commission on September 10, 2014 in connection with SDG&E Application 14-09-008 and is incorporated herein by reference.

²³ Pursuant to D.18-10-019, trigger applications are to be expedited for approval in 60 days from the filing date when the balance reaches 7%. D.18-10-019, OP 10 (b).

C. Rule 3.2 (a) – (d) – Authority to Change Rates

In accordance with Rule 3.2 (a) – (d) of the Commission’s Rules of Practice and Procedure, SDG&E provides the following information.²⁴

1. Rule 3.2 (a) (1) – Balance Sheet

SDG&E’s financial statement, balance sheet and income statement for the three-month period ending March 31, 2020 are included with this Application as **Attachment A**.

2. Rule 3.2 (a) (2) – Statement of Effective Rates

A statement of all of SDG&E’s presently effective electric rates can be viewed electronically on SDG&E’s website. **Attachment B** to this Application provides the current table of contents from SDG&E’s electric tariffs on file with the Commission.

3. Rule 3.2 (a) (3) – Statement of Proposed Rate Change

A statement of proposed rate changes is attached as **Attachment C**.

4. Rule 3.2 (a) (4) – Description of Property and Equipment

SDG&E is in the business of generating, transmitting and distributing electric energy to San Diego County and part of Orange County. SDG&E also purchases, transmits and distributes natural gas to customers in San Diego County. SDG&E has electric transmission, distribution and service lines in San Diego, Orange and Imperial Counties. This includes a composite 92% ownership in the 500 kV Southwest Powerlink including substations and transmission lines, which run through San Diego and Imperial Counties to the Palo Verde substation in Arizona. This also includes full ownership of the 500 kV Sunrise Powerlink including substations and transmission lines, which run through San Diego and Imperial Counties to the Imperial Valley substation. Gas facilities consist of the Moreno gas compressor station in Riverside County and the Rainbow

²⁴ Note Rule 3.2(a) (9) is not applicable to this application.

compressor station located in San Diego County. The gas is transmitted through high and low-pressure distribution mains and service lines.

Applicant's original cost of utility plant, together with the related reserves for depreciation and amortization three-month period ending March 31, 2020, is shown on the Statement of Original Cost and Depreciation Reserves included in **Attachment D**.

5. Rule 3.2 (a) (5) and (6) – Summary of Earnings

A summary of SDG&E's earnings (for the total utility operations for the company) for three-month period ending March 31, 2020 is included as **Attachment E** to this Application.

6. Rule 3.2 (a) (7) – Statement Regarding Tax Depreciation

For financial statement purposes, depreciation of utility plant has been computed on a straight-line remaining life basis, at rates based on the estimated useful lives of plan properties. For federal income tax accrual purposes, SDG&E generally computes depreciation using the straight-line method for tax property additions prior to 1954, and liberalized depreciation, which includes Class Life and Asset Depreciation Range Systems, on tax property additions after 1954 and prior to 1981. For financial reporting and rate-fixing purposes, "flow through accounting" has been adopted for such properties. For tax property additions in years 1981 through 1986, SDG&E has computed its tax depreciation using the Accelerated Cost Recovery System. For years after 1986, SDG&E has computed its tax depreciation using the Modified Accelerated Cost Recovery Systems and, since 1982, has normalized the effects of the depreciation differences in accordance with the Economic Recovery Tax Act of 1981 and the Tax Reform Act of 1986.

7. Rule 3.2 (a) (8) – Proxy Statement

A copy of the most recent proxy statement sent to all shareholders of SDG&E's parent company, Sempra Energy, dated March 19, 2020, was mailed to the Commission on April 13, 2020, and is incorporated herein by reference.

8. Rule 3.2 (a) (10) – Statement re Pass Through to Customers

The rate changes reflected in this Application pass through to customers only increased costs to the corporation for the services or commodities furnished by it. However, the overall impact of this Application is a rate decrease to bundled customers and a rate increase to Departing Load customers.

9. Rule 3.2 (b) – Notice to State, Cities and Counties

In compliance with Rule 3.2 (b) of the Commission's Rules of Practice and Procedure, SDG&E will, within twenty days after the filing this Application, mail a notice to the State of California and to the cities and counties in its service territory and to all those persons listed in **Attachment F** to this Application.

10. Rule 3.2 (c) – Newspaper Publication

In compliance with Rule 3.2 (c) of the Commission's Rules of Practice and Procedure, SDG&E will, within twenty days after the filing of this Application, publish in newspapers of general circulation in each county in its service territory notice of this Application.

11. Rule 3.2 (d) – Bill Insert Notice

In compliance with Rule 3.2 (d) of the Commission's Rules of Practice and Procedure, SDG&E will, within 45 days after the filing of this Application, provide notice of this Application to all of its customers along with the regular bills sent to those customers that will generally describe the proposed rate changes addressed in this Application.

V. SERVICE

This is a new application. No service list has been established. Accordingly, SDG&E will serve this Application, testimony and related exhibits on parties to the service lists for SDG&E's 2021 ERRRA Forecast Application (A.20-04-014) and its 2020 ERRRA Forecast Application (A.19-04-010). Electronic copies will be sent to Chief ALJ Anne Simon and Administrative Law Judge Peter Wercinski.

VI. CONCLUSION

Based on this Application and the supporting testimony and exhibits, SDG&E respectfully requests that the Commission grant the relief requested above and such additional relief as the Commission believes is just and reasonable.

Respectfully submitted,

/s/ Roger A. Cerda
Roger A. Cerda
San Diego Gas & Electric Company
8330 Century Park Court, CP32D
San Diego, CA 92123
Telephone: (858) 654-1781
Facsimile: (619) 699-5027
Email: rcerda@sdge.com

Attorney for:
SAN DIEGO GAS & ELECTRIC COMPANY

July 10, 2020

By: /s/ Miguel Romero
Miguel Romero
San Diego Gas & Electric Company
VP – Energy Supply

OFFICER VERIFICATION

OFFICER VERIFICATION

Miguel Romero declares the following:

I am an officer of San Diego Gas & Electric Company and am authorized to make this verification on its behalf. I am informed and believe that the matters stated in the foregoing **EXPEDITED APPLICATION OF SAN DIEGO GAS & ELECTRIC COMPANY (U 902 E) UNDER THE POWER CHARGE INDIFFERENCE ADJUSTMENT ACCOUNT TRIGGER MECHANISM** are true to my own knowledge, except as to matters which are therein stated on information and belief, and as to those matters, I believe them to be true.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on July 10, 2020 at San Diego, California.

By: /s/ Miguel Romero
Miguel Romero
San Diego Gas & Electric Company
VP – Energy Supply

July 14, 2020

Via E-Mail

Mr. Ed Randolph
Director, Energy Division
California Public Utilities Commission
505 Van Ness Avenue, Room 4004
San Francisco, CA 94102

**Re: Comments of San Diego Community Power on Draft Resolution E-5083
Extending San Diego Gas & Electric Company's Bundled Procurement Plan
Authority Pursuant to Advice Letter 3524-E**

Dear Mr. Randolph:

San Diego Community Power ("SDCP") respectfully submits the following comments on Draft Resolution E-5083 ("Draft Resolution"), issued by the California Public Utilities Commission ("Commission") on June 24, 2020.¹ The Draft Resolution approves San Diego Gas & Electric Company's ("SDG&E") request to extend its 2014 Conformed Bundled Procurement Plan ("BPP") authority on a rolling basis, pursuant to Advice Letter ("AL") 3524-E.² As SDCP has stated in prior comments,³ BPP authority should be addressed in the ("IRP") proceeding,⁴ where it has already been identified as an issue⁵ and can be fully vetted by the parties and the Commission using discovery and other information gathering methods, instead of being approved via advice letter. However, since BPPs can be addressed in the IRP proceeding, regardless of whether SDG&E's request is approved via advice letter, SDCP's comments below are primarily directed to the timing and language of the Draft Resolution. To be clear, SDCP is not waiving or otherwise modifying its position that under present circumstances, BPP authority should be addressed in a formal proceeding.

Adoption of the Draft Resolution, in its current form, undermines such a review by granting SDG&E's request for BPP authority without identification of bundled customer load or adjustments to procurement to account for changes in facts and circumstances. While the Draft Resolution acknowledges the fact that a substantial number of

¹ *Resolution E-5083: Request by San Diego Gas & Electric Company to Extend the Procurement Authority of Its Currently Effective Assembly Bill (AB) 57 Bundled Procurement Plan* ("Draft Resolution"), June 24, 2020.

² Draft Resolution at 9.

³ See *Comments of San Diego Community Power on the Order Instituting Rulemaking*, June 15, 2020, Rulemaking ("R.") 20-05-003; *San Diego Community Power's Protest of San Diego Gas & Electric Company*

⁴ See *Order Instituting Rulemaking to Continue Electric Integrated Resource Planning and Related Procurement Processes* ("IRP OIR"), R. 20-05-003, filed May 7, 2020.

⁵ IRP OIR at 10.

customers are anticipated to leave SDG&E service for SDCP and another Community Choice Aggregation (“CCA”) program, Clean Energy Alliance (“CEA”), it fails to acknowledge the scope of departing load with any specificity and fails to address the direct and material consequences of load departure, namely that procurement authorization should be adjusted commensurate with load.⁶ Failure to make any such adjustment runs the risk that SDG&E will procure substantially more resources than necessary, and as a result, bundled and departing load customers will pay higher rates than they otherwise would for resources that are unnecessary to serve them, during a time when many simply cannot afford it.

The omission is noteworthy because changes to SDG&E’s load forecast were adopted by the Commission in the Integrated Resource Plan (“IRP”) proceeding earlier this year.⁷ According to that forecast, SDG&E now serves an annual load of 13,959 GWh for its bundled customers, but by 2022, when SDCP and CEA are fully enrolled, SDG&E’s annual load will be 5,359 GWh.⁸ At the same time, SDCP’s annual load will go from zero to 7,407 GWh and CEA’s load will be 927 GWh.⁹ These load forecasts are designed for resource planning and procurement purposes, and accordingly, they are well suited for use in connection with BPPs.

As further explained below, SDCP urges the Commission to delay granting SDG&E’s request, at least until the Commission has issued a scoping memorandum in the IRP proceeding and determined whether it will take up the issue of BPP authority in the near term. A scoping memorandum is anticipated in that proceeding in the third quarter of 2020.¹⁰ Should the Commission decide to address the issue within the first or second phase of that proceeding, a ruling or decision on that issue can be expected in the near future, and SDG&E’s request to extend its BPP authority may be unnecessary or moot.

In the event the Commission does not take up the issue in the near term in the IRP proceeding, the Draft Resolution should not be adopted in its current form, but should instead be amended as follows:

1. Explicitly identify the specific bundled customer load for which SDG&E may procure resources under its BPP authority, by referencing Commission-adopted IRP load forecasts or the Integrated Energy Policy Report (“IEPR”) load forecasts;

⁶ Draft Resolution at 6.

⁷ *Administrative Law Judge’s Ruling Correcting April 15, 2020 Ruling Finalizing Load Forecasts and Greenhouse Gas Benchmarks for Individual 2020 Integrated Resource Plan Filings* (“Amended Load Forecast”), filed May 20, 2020, Rulemaking (“R.”) 16-02-007.

⁸ Amended Load Forecast at Attachment A.

⁹ Amended Load Forecast at Attachment A.

¹⁰ IRP OIR at 12.

2. Add language stating that it is unreasonable for SDG&E to exercise its BPP authority to procure more resources than necessary to serve its bundled customer load, as identified in the Commission-adopted IRP load forecast or the IEPR load forecast;
3. Add language acknowledging that BPP authority is conditioned on regular Commission review;
4. Add language clarifying that the term “rolling basis” permits SDG&E to enter into contracts of no more than 5 years from the present date, or until its BPP authority is amended, adjusted or superseded by a subsequent Commission-approved BPP; and
5. Remove language regarding any incentive for SDG&E to procure more capacity than necessary to meet its RA requirement

I. Background

Historically, Investor-Owned Utility (“IOU”) BPP reviews typically occur on a biennial basis, but the Commission has not undertaken any such effort since 2014.¹¹ Citing uncertainty as to when the next BPP review and update will take place, SDG&E submitted AL 3524-E on March 27, 2020 seeking an extension to its 10-year procurement authority in order to continue entering short-term and medium-term procurement contracts without seeking prior Commission approval.¹² Both SDCP and Protect Our Communities Foundation (“PCF”) filed Protests on April 16, 2020, challenging the use of the advice letter process and calling for the Commission to instead consider the extension in a formal proceeding. Subsequently, on May 14, 2020, the Commission initiated R. 20-05-003 which continued the integrated resource planning (“IRP”) proceeding, established a venue for considering BPPs and identified BPP authority as an issue relevant to the proceeding. Following these protests, the Commission issued the Draft Resolution on June 24, 2020.

II. Comments

A. The Draft Resolution Fails to Acknowledge the Specific Load Forecast Adopted by the Commission and the Direct Consequences of Load Departure

¹¹ *Decision (“D.”) 15-10-032 Approving 2014 Bundled Procurement Plans*, filed October 23, 2015, R. 13-12-010. (when the Commission last approved the IOUs’ BPPs, it acknowledged that reviews generally took place every two years).

¹² AL 3524-E at 2.

SDG&E's AL 3524-E and the Draft Resolution treat SDG&E's need to procure for its bundled customers as though SDG&E expects to conduct business as usual in the coming years.¹³ For example, the Draft Resolution mentions SDG&E's need to enter pre-authorized procurement contracts for up to five years to serve its bundled customers,¹⁴ but that discussion ignores critical details, i.e., that SDG&E will experience a substantial decrease in total bundled customer load over the next few years, and the implications that follow. The absence of such detail is curious because the Commission has already adopted a specific load forecast that reflects anticipated load departure.

Specifically, the Commission issued a 10-year load forecast in the IRP proceeding on May 20, 2020.¹⁵ As mentioned above, the load forecast shows that while SDG&E now serves an annual load of 13,959 GWh for its bundled customers, by 2022, when SDCP and CEA are fully enrolled, SDG&E's annual load will be reduced to 5,359 GWh.¹⁶ At the same time, SDCP's annual load will go from zero to 7,407 GWh and CEA's load will be 927 GWh.¹⁷ Within two years of implementation, SDCP will serve the highest percentage of total load in SDG&E service territory.¹⁸ SDCP recommends that the Draft Resolution be amended to reference specific load forecasts for SDG&E, SDCP and CEA contained in the IRP load forecast, or alternatively, similar details contained in the IEPR load forecast.¹⁹

Related, the Draft Resolution makes no mention of the direct consequences of the steep drop in bundled customer load and fails to consider whether the requested BPP authority is commensurate with changing load forecasts. Since SDG&E's currently effective 2014 BPP did not project such a significant decrease in bundled customer load, the Draft Resolution should be revised to explicitly acknowledge that this modification by advice letter is necessary to preserve SDG&E's ongoing ability to procure, despite the significant reduction in SDG&E's total forecast load and to explicitly identify the total bundled customer load for which SDG&E may procure resources under its BPP authority. Further, language should be added to indicate that is unreasonable for SDG&E to procure more resources than necessary to serve its bundled customer load as identified in the Commission's adopted load forecast.

B. BPP Authority Is Conditioned on Regular Commission Review, and the Issue is Currently Under Consideration in the IRP Proceeding

¹³ See AL 3524-E at 2; Draft Resolution at 7.

¹⁴ Draft Resolution at 5.

¹⁵ Amended Load Forecast at Attachment A.

¹⁶ Amended Load Forecast at Attachment A.

¹⁷ Amended Load Forecast at Attachment A.

¹⁸ *Ibid.* (In 2022, total forecasted load in the SDG&E service territory is 17,635 Gigawatt Hours ("GWh"). SDCP is expected to serve 7,407 GWh or approximately 42% of the total forecasted load and SDG&E is expected to serve 5,359 GWh or approximately 30.39% of the total forecasted load.)

¹⁹ See, e.g., California Energy Commission, *Scoping Order for the 2020 Integrated Energy Policy Report Update*, February 24, 2020, Docket No. 20-IEPR-01 at 3.

The Draft Resolution errs in relying on previous decisions that condition interim BPP modifications on regular, biennial Commission review. The Draft Resolution finds that SDG&E “is authorized to modify its 2014 Conformed Bundled Procurement plan between biennial reviews through the advice letter process” by citing to D.04-12-048.²⁰ This finding overlooks the Commission’s explicit use of “between biennial reviews” and fails to address that it has been nearly 5 years since the last BPP approval. Similarly, SDG&E relies upon a conclusion of law made in that same decision to justify its request to extend procurement authority on a rolling 10-year basis but omits that the Commission concluded the extension was reasonable “given that the [procurement plans] cover a ten-year period and *they will be updated and reviewed every two years.*”²¹ SDG&E also cites to D. 07-12-052 which references updates “between the biennial procurement plan filings.”²² The consistent use of this language in past decisions reflects that, while the Commission sought to authorize certain BPP modifications through the advice letter process, it did so on the condition that more formal and thorough Commission review would take place within two years. This is consistent with the Commission’s stated desire to diligently review the BPPs,²³ preserve Commission oversight and approval of procurement,²⁴ and closely scrutinize the BPPs to ensure upfront that they are reasonable, consistent with statute, appropriately protect ratepayers and are in the public interest.²⁵

The Draft Resolution completely ignores this important qualification and instead suggests that SDG&E’s current request to extend its procurement authority through the advice letter process rather than a formal proceeding is authorized by D. 04-12-048. Since more than two years have passed since the last BPP review, the Draft Resolution cannot rely solely on D.04-12-048 to justify the proposed extension since this modification request occurs outside the biennial review window. As such, language should be added to the Draft Resolution acknowledging that BPP authority is conditioned on regular Commission review every two years, and provide further explanation as to why the extended delay between BPP reviews should not affect SDG&E’s ability to extend its procurement authority on a rolling basis, without first updating its BPP and obtaining Commission approval in a formal proceeding.

C. The “Rolling Basis” of BPP Authority Should Be Clarified

SDGE’s AL 3524-E proposes to extend its procurement authority on a rolling 5-year forward basis until the current BPP is superseded by a subsequent Commission-

²⁰ Draft Resolution at Finding 2.

²¹ See *Reply of SDG&E to Protests of Advice Letter 35240E*, April 23, 2020, at 3; D. 04-12-048 at 107, Conclusions of Law 39. (emphasis added).

²² SDG&E Reply to Protests at 3 (citing D. 07-12-052 at 184-185).

²³ D. 04-12-048 at 107.

²⁴ D. 07-12-052 at 171.

²⁵ D. 15-10-031 at 6.

approved BPP.²⁶ It is unclear exactly how this rolling extension will be implemented. Based on the AL 3524-E, it appears that, until a new BPP is adopted in a formal proceeding, SDG&E's procurement period would extend five years from the present date, such that SDG&E remains five years away from the authority expiration date until the Commission amends or modifies its BPP authority. Rather than leave this for interpretation, the Draft Resolution should be revised to clarify the mechanics of the rolling approval and also specify at which point following the issuance of the Commission-approved BPP that the existing BPP would become superseded and no longer effective.

D. References to Procurement Incentives Should be Removed Because They Are Incorrect and No Analysis Has Been Performed

The Draft Resolution contains an inaccurate portrayal of cost-shifting concerns related to excess procurement. Without any analysis, the Draft Resolution dismisses concerns that extending SDG&E's procurement authority will result in over procurement and result in cost-shifting to departing load customers by emphasizing that SDG&E has no incentive to procure unnecessary resources, and furthermore, that its procurement authority only covers bundled customers and not departed load.²⁷ Both of these points are incorrect.

The Draft Resolution's assertion that SDG&E "has no incentive" to procure more capacity than necessary is untrue and not supported by any analysis.²⁸ SDG&E does have an incentive to procure on behalf of those potential departing customers that would otherwise be incorporated in an updated BPP. Since SDG&E's existing BPP was approved before the formation of SDCP, it did not adequately incorporate reasonably anticipated CCA expansion in the region. As such, the current BPP authorizes SDG&E to procure on behalf of current bundled customers that SDG&E can reasonably anticipate will depart to CCA programs. Since procurement decisions that are consistent with approved BPPs are presumed reasonable²⁹, SDG&E will be able to recover any excess costs through the Power Charge Indifference Adjustment ("PCIA") as those customers depart for CCA programs which would result in higher-than-necessary PCIA rates. The Draft Resolution completely ignores this potential risk to SDG&E's competitors and provides no analysis as to whether this ability constitutes an incentive to over procure.

Therefore, the Draft Resolution should be revised to clarify that SDG&E's BPP authorizes SDG&E to procure only on behalf of its bundled customers and not customers it reasonably anticipates will depart for CCA service. Since SDG&E will be able to recover excess procurement costs through the PCIA and disadvantage the

²⁶ AL 3524-E at 2.

²⁷ Draft Resolution at 6-7.

²⁸ Draft Resolution at 7.

²⁹ D. 15-10-031 at 4.

competitor CCAs, SDG&E does have an incentive to procure more capacity than reasonably necessary to meet its requirements.

In addition, the Draft Resolution fails to consider that SDG&E's currently approved 2014 BPP does not account for potential departing load resulting from additional CCA expansion. When the Commission approved the utilities' Long Term Procurement Plans ("LTPPs") in D. 04-12-048, it required that utilities incorporate reasonable anticipated CCA departing load in future procurement plans and acknowledge the cities and counties that have expressed intent to pursue aggregation.³⁰ Since SDG&E's 2014 BPP did not incorporate CCA departing load resulting from SDCP's expansion, SDG&E will be authorized to procure on behalf of bundled customers and possibly reasonably anticipated CCA departing load.

The Commission reiterated this position in D. 18-10-019 Modifying the Power Charge Indifference Adjustment ("PCIA") Methodology. In response to concerns that removing the 10-year limitation on recovery of post-2002 Utility Owned Generation ("UOG") costs would result in significantly increased PCIA costs, the Commission cites to D. 04-12-048 to show that PCIA costs associated with excess procurement are minimized by requiring IOUs to incorporate potential CCA departing load in procurement plans.³¹

III. Recommendations

For the reasons stated above, SDCP urges the Commission to delay granting SDG&E's request to extend its BPP authority, at least until the Commission has issued a scoping memorandum in the IRP proceeding and determined whether it will take up the issue of BPP authority in the near term. Should the Commission decline to take up the issue in the near term in the IRP proceeding, the Draft Resolution should not be adopted in its current form, but should instead be amended as follows:

1. Explicitly identify the specific bundled customer load for which SDG&E may procure resources under its BPP authority, by referencing Commission-adopted IRP load forecasts or the IEPR load forecasts;
2. Add language stating that it is unreasonable for SDG&E to exercise its BPP authority to procure more resources than necessary to serve its bundled customer load, as identified in the Commission-adopted IRP load forecast or the IEPR load forecast;
3. Add language acknowledging that BPP authority is conditioned on regular Commission review;

³⁰ D.04-12-048 at Ordering Paragraph 9.

³¹ D. 18-10-019 at 57-58.

4. Add language clarifying that the term “rolling basis” permits SDG&E to enter into contracts of no more than 5 years from the present date, or until its BPP authority is amended, adjusted or superseded by a subsequent Commission-approved BPP; and
5. Remove language regarding any incentive for SDG&E to procure more capacity than necessary to meet its RA requirement.

Respectfully submitted,

/s/ Ty Tosdal

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CPUC Service Lists (R.13-12-010 and R.16-02-007)



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July 1, 2020

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Re: REQUEST FOR EXTENSION TO IMPLEMENT RULES, CHANGES, AND CUSTOMER PROGRAMS MANDATED IN DECISION (D.) 20-06-003, ADOPTING RULES AND POLICY CHANGES TO REDUCE RESIDENTIAL CUSTOMER DISCONNECTIONS FOR THE LARGER CALIFORNIA-JURISDICTIONAL ENERGY UTILITIES

Dear Ms. Stebbins:

Pursuant to Rule 16.6 of the California Public Utilities Commission Rules of Practice and Procedure, San Diego Gas & Electric Company (SDG&E) respectfully requests an extension to implement Decision (D.) 20-06-003 (or Decision), which requires Investor Owned Utilities (IOUs) to adopt rules and policy changes designed to reduce the number of residential disconnections and to improve the reconnection process for disconnected customers. As justified below, SDG&E respectfully requests an extension to implement the customer protections required by D.20-06-003 from April 16, 2021 to September 30, 2021. As required by Rule 16.6, a copy of this letter has been served upon all parties to Rulemaking (R.) 18-07-005 and the Administrative Law Judge Division, and the certificate of service is attached.

Background

On June 11, 2020, the Commission approved D.20-06-003, which makes permanent the interim disconnection protections currently in place, including the existing cap on disconnections and other vulnerable customer disconnection protections effected in D.18-12-013. The Decision also provides additional customer disconnection protections by requiring the IOUs to enroll eligible customers in all applicable benefit programs, offer 12-month payment plans, and to prohibit disconnections if there is a Low-Income Energy Assistance Program (LIHEAP) pledge.

Among other things, D.20-06-003 prohibits IOUs from requiring establishment or reestablishment of service deposits or charging connection fees, and requires improved disconnection notices so customers are better informed about available financial assistance programs. It revises medical baseline enrollment requirements. And to assist California Alternate Rates for Energy (CARE) and Family Electric Rate Assistance (FERA) customers with unpaid arrearages, it creates an Arrearage Management Payment (AMP) Plan for eligible customers. Finally, the decision mandates the creation of an enforcement program to ensure compliance with decision requirements.

Notably, D.20-06-003 acknowledges the ongoing COVID-19 Pandemic Emergency Consumer Protections in place for residential and small business customers, including the moratorium on disconnections for eligible customers. Many of the Emergency Customer Protections are similar to or overlap with programs mandated by the Decision. The Decision directs the IOUs to “immediately implement the vulnerable customer protections required by this decision at the expiration of the Emergency Customer Protections.” (OP 3). It further provides that any protections set forth in the Decision which were not implemented due to a conflict with the Emergency Customer Protections must be implemented at the expiration of the Emergency Customer Protections period, or April 16, 2021. (OP 4). Additionally, customers eligible for the AMP must be allowed to opt into the AMP program even if they are involved in a separate payment plan under the Emergency Customer Protections. Given this direction, SDG&E understands that the effective date of many of the disconnection protections implemented by the Decision will be April 16, 2021.

In opening comments, SDG&E addressed the ongoing implementation of its new Customer Information System (CIS) upgrade, scheduled to go online on January 1, 2021. SDG&E noted that it would not be able to add billing or process changes until after the system has been fully implemented and a period of system stabilization occurs. In opening comments, Southern California Edison Company (SCE) specifically requested to delay implementing the Decision requirements until 2022 for similar reasons. Like SDG&E, SCE is currently updating its Customer Service Re-Platform implementation, scheduled for early 2021, and requires a six-month stabilization period after system deployment, during which system changes will be focused on defect correction and other stabilization needs. SCE requested up to 12 months after the stabilization period to implement the changes in the proposed decision, the most significant of which was the AMP program.¹ The Commission rejected SCE’s delay request.

Discussion

SDG&E recognizes the importance of reducing disconnections for residential customers and will take all necessary steps to implement the programs and policies described in the Decision. The requirements in the decision, however, are expansive and complex. They require extensive technical analysis, design, and development work within the billing system and customer service technologies in order to deliver the new functionality and programs.

SDG&E is unable to complete this work within its new CIS prior to deployment in January 2021. Program scope is frozen, initial testing is nearly complete, and any substantive changes at this point introduce significant risk to the entire CIS project.

SDG&E is very proud that it has remained on schedule and on budget for its new CIS system after more than three years of effort. Yet in order to meet the implementation timeline required in the Decision, SDG&E would need to delay its entire CIS program to April 2021 so the new functionality could be added.

SDG&E strongly recommends against this option, as this months-long delay could increase program costs by an estimated \$20 million to \$30 million. Additionally, SDG&E has worked in partnership with newly established Community Choice Aggregators in its service territory to coordinate CIS

¹ See Southern California Edison’s Opening Comments to Phase I Proposed Decision Adopting Rules and Policy Changes to Reduce Residential Customer Disconnections for the Larger California-Jurisdictional Energy Utilities at p. 10-11 and Appendix B.

implementation and ensure that the Community Choice Aggregators (CCA) can begin transitioning customers in spring of 2021. Any CIS delay may impact the ability to begin the CCA transition as scheduled, an outcome both SDG&E and CCA partners want to avoid.

As an alternative to this costly and consequential outcome, SDG&E requests a short delay of the Decision requirements from April 16, 2021 to September 30, 2021. This delay would enable SDG&E to complete the estimated 4 to 6-month stabilization period following CIS deployment in January 2021, and subsequently develop and install the Decision requirements in the new system. The overall objective of the stabilization period is to reduce the risk of potential customer impacts and billing system issues. The five-month delay sought is substantially shorter than the delay previously requested by SCE, provides a definitive timeframe, and minimizes customer risk and impact as SDG&E's new CIS system is onboarded. SDG&E recognizes the importance of the provisions of the Decision on eligible customers. A short delay of implementation of the Decision requirements, however, is less costly to ratepayers, preserves stability of the CIS system, and helps ensure CCAs can begin customer transition as scheduled.

SDG&E shares the goal of keeping customers energy on, and has historically taken cautious and calculated measures around disconnections. As a result, SDG&E has consistently maintained the lowest disconnection rate of the electric utilities at approximately 3.5%. SDG&E recognizes the intent of the Commission to further reduce disconnections of residential customers, especially low-income customers who may benefit by programs like AMP. If the Commission grants SDG&E's delay request, SDG&E proposes to extend the current disconnection moratorium to CARE/FERA customers until the Decision requirements are in place. This approach would ensure continued protection of these customers following expiration of the Emergency Customer Protections, and confirm that the Commission's goal of protecting eligible customers from disconnection is met.

In sum, implementation of the Decision's disconnection protections in April 2021 would interfere with SDG&E's CIS Replacement Project, potentially resulting in a costly delay of the CIS project with negative impacts on ratepayers and other stakeholders. A short delay of the Decision requirements is warranted. Therefore, SDG&E respectfully requests an extension of implementation of D.20-06-003 from April 16, 2021 to September 30, 2021.

Sincerely,

/s/ Dan Skopec

DAN SKOPEC
SDG&E Vice President Regulatory Affairs

Cc: Edward Randolph, Energy Division Director
Administrative Law Judge Gerald F. Kelly
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Scott Crider, SDG&E Vice President Customer Services
All Parties of Record for R.18-07-005

**BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF CALIFORNIA**

Order Instituting Rulemaking to Consider New
Approaches to Disconnections and
Reconnections to Improve Energy Access and
Contain Costs.

Rulemaking 18-07-005
(Filed July 12, 2018)

CERTIFICATE OF SERVICE

I hereby certify that I have this day served a copy of the foregoing **SAN DIEGO GAS & ELECTRIC COMPANY'S REQUEST FOR EXTENSION TO IMPLEMENT RULES, CHANGES, AND CUSTOMER PROGRAMS MANDATED IN DECISION (D.) 20-06-003, ADOPTING RULES AND POLICY CHANGES TO REDUCE RESIDENTIAL CUSTOMER DISCONNECTIONS FOR THE LARGER CALIFORNIA-JURISDICTIONAL ENERGY UTILITIES** parties of record by electronic mail.

Due to the current Coronavirus (COVID-19) health crisis, our legal staff is working from home. Accordingly, pursuant to CPUC COVID-19 Temporary Filing and Service Protocol for Formal Proceedings, paper copies of e-filed documents will not be mailed to the Administrative Law Judge or to parties on the service lists.

Executed this 1st day of July 2020 at San Diego, California.

/s/ Darleen Evans
Darleen Evans



California
Public Utilities
Commission



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CALIFORNIA PUBLIC UTILITIES COMMISSION

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July 6, 2020

Alice Stebbins, Executive Director
California Public Utilities Commission
505 Van Ness Avenue
San Francisco, CA 94102

Re: SDG&E Request for Extension to Implement Rules, Changes, and Customer Programs
Mandated in Decision (D.) 20-06-003, Adopting Rules and Policy Changes to Reduce
Residential Customer Disconnections for the Larger California-Jurisdictional Energy
Utilities

Dear Ms. Stebbins:

On July 1, 2020, San Diego Gas & Electric Company (“SDG&E”) served a letter seeking to defer implementation of rules, changes and customer programs mandated in D.20-06-003 from April 16, 2021 to September 30, 2021. SDG&E claims that without this extension, its Customer Information System (“CIS”) upgrade, currently scheduled to be deployed in January 2021, would not be implemented on schedule.

The Utility Reform Network (“TURN”) urges the Commission to deny this request. First, SDG&E should submit this request as a petition for modification, not as a request for extension. Second, if the extension is to be considered, SDG&E must submit compelling evidence in support of their request. Third, should this extension be granted, all rules, changes, and customer programs mandated in decision D.20-06-003 that already exist in SDG&E’s current CIS system or that require minimal changes must be implemented without delay by April 16, 2021.

As part of its request for extension, SDG&E proposes to extend the current disconnection moratorium for CARE/FERA customers until the requirements of D.20-06-003 are implemented. Yet, SDG&E glaringly omits from its proposal a commitment to reduce its disconnection rate as required by Senate Bill 598 and D.20-06-003. This omission is not surprising given that even in the face of a statute requiring utilities to reduce disconnections, SDG&E repeatedly advocated for the authority to *increase* its disconnection rate throughout the R.18-07-005 proceeding—including in its comments on Commissioner Guzman Aceves’s Proposed Decision of May 6, 2020.¹ Granting SDG&E an extension to comply with D.20-06-003 would allow SDG&E to disconnect as many customers as it desires from April 16, 2021 to September 30, 2021, since the

¹ SDG&E Opening Comments on Proposed Decision, p. 11, fn 33.

temporary disconnection rate caps established by D.18-12-013 have expired.² TURN urges the Commission to keep this in mind as it evaluates SDG&E's request for extension.

The Commission should acknowledge the inappropriateness of SDG&E's attempt to seek this kind of relief through a request for an "extension of time to comply" under Rule 16.6. That administrative procedure is available where a utility needs more time to comply with a decision, which is not the case here. Furthermore, substantive issues and crucial questions related to this request should not be resolved through this procedure, such as the level of disconnection rate that SDG&E shall maintain during the extension, or what protection mechanisms should be implemented in the meantime. SDG&E's attempt demonstrates a lack of seriousness assigned to the decision, customer protections, and the current COVID-19 pandemic. Instead, this request should have been made via a petition for modification, which must provide clear and compelling evidence to support SDG&E's request. Furthermore, SDG&E's proposal to extend the disconnection moratorium to CARE/FERA customers through September 30, 2021 implicates not only decision D.20-06-003, but also Resolution M-4842 (authorizing emergency customer protections during the COVID-19 pandemic), such as SDG&E's ability to record costs to the COVID-19 Pandemic Protections Memorandum Account beyond April 16, 2021.

There are simply too many important issues and facts at play for this request to be considered through a letter. Should the Commission decide to consider the request without requiring a petition for modification, it should at a minimum direct SDG&E to provide evidence to support its claim that implementing the requirements of decision D.20-06-003 would cause a months-long delay and increase the cost of the CIS system by \$20 to \$30 million. Granting this request for extension would affect the lives of tens of thousands of Californians – the Commission should, at the very least, order SDG&E to present compelling evidence to support its claim.

Lastly, SDG&E already has the capabilities to implement many of the protections required by D.20-06-003 with minimal or no changes to the CIS. Yet, SDG&E fails to inform the Commission of its ability to implement the vast majority of the protections ordered by D.20-06-003, with a few exceptions such as the Arrearage Management Plan Program. This omission is telling given that SDG&E seeks to delay *all* consumer protections, even those that can be easily implemented. Should the Commission grant any extension, it should require at a minimum that SDG&E implement the following requirements by April 16, 2021:

- a. Reduce disconnections rate to 3%.
SB 598 required all the IOUs to reduce their disconnection rates. SDG&E can easily control the number of disconnections in its systems, as it currently does.
- b. Prohibit disconnections during extreme weather conditions (above 100 degrees or under 32 degrees Fahrenheit).
SDG&E already implemented this functionality previously.
- c. Offer a 12-month payment plan to all customers at risk of disconnection.
SDG&E already offers payment plans of various lengths, and it simply needs to stop offering the shorter-term payment plans.

² Per D.18-12-013, these protections shall remain in effect until the issuance of a decision in Phase 1, which is D.20-06-003.

- d. Offer to enroll customers in all applicable benefit programs such as CARE, FERA, or Medical Baseline.
This is an education, communication, and outreach effort, which is unrelated to the CIS upgrade.
- e. Eliminate all deposits.
SDG&E can disable this functionality or set the value to \$0.
- f. Eliminate reconnection fees.
SDG&E can disable this functionality or set the value to \$0.
- g. Benefit of service.
This is largely a manual process and not automated within the CIS system. The new requirements are largely policy changes and not affected by the system upgrade.
- h. Nurse practitioners (in addition to physician assistants as required by SB 1338) can certify customer eligibility for Medical Baseline.
Certification for Medical Baseline by nurse practitioners is not related to the CIS system upgrade.

These requirements provide critical protections for Californians and require minimal or no upgrades to the CIS system. Thus, SDG&E should be required to implement them on time.

For the reasons outlined above, TURN urges the Commission to deny SDG&E's request at this time and order SDG&E to make a more complete presentation on the merits and implications of their request via a petition for modification to the Commission. Should the Commission see fit to accept SDG&E's request for extension, the Commission should at a minimum order SDG&E to implement the protections discussed above that require minimal or no upgrade to the CIS system.

Thank you for your attention to these matters. If you have any questions or wish to discuss this further, please do not hesitate to contact me.

Yours truly,

_____/S/_____

David Cheng
Staff Attorney

Cc: Edward Randolph, Energy Division Director
Administrative Law Judge Gerald F. Kelly
CPUC Administrative Law Judge Division
All Parties of Record for R.18-07-005



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July 9, 2020

Alice Stebbins, Executive Director
California Public Utilities Commission
505 Van Ness Avenue
San Francisco, CA 94102

Re: TURN's July 6, 2020 Letter About San Diego Gas & Electric's Request for Extension to Implement Rules, Changes, and Customer Programs Mandated in Decision (D.) 20-06-003, Adopting Rules and Policy Changes to Reduce Customer Disconnections for the Large California-Jurisdictional Energy Utilities

Dear Ms. Stebbins:

On July 6, 2020 The Utility Reform Network ("TURN") submitted a letter to you in response to San Diego Gas & Electric Company's ("SDG&E") request to defer its implementation of the rules, changes, and customer programs that the Commission mandated in D.20-06-003. According to SDG&E, if it is required to comply with the provisions with D.20-06-003 it will be unable to complete its deployment of its Customer Information System ("CIS") upgrade that is currently scheduled to be completed in January of 2021.

In its letter TURN urged the Commission to deny SDG&E's request on a number of grounds including the procedural impropriety of seeking this type of relief via a letter instead of using a petition for modification as is provided for in Rule 16.4 of the Rules of Practice and Procedure of the California Public Utilities Commission; the lack of evidentiary support for SDG&E's request; TURN also contends that if SDG&E's extension is granted that SDG&E should be required to complete its revision of its CIS (consistent with D.20-06-030) by April 16, 2021.

TURN's letter also discusses how the Covid-19 pandemic and the temporary moratorium on disconnections will affect customers in the coming months and TURN argues that SDG&E's request to delay implementation of D.20-06-003 will affect a variety of other aspects of SDG&E's interactions with its customers, complications that are too involved and far-reaching to be properly dealt with by simply granting SDG&E the relief it is seeking.

The Utility Consumer's Action Network ("UCAN") has been an active participant in this proceeding from the outset and is familiar with the issues outlined in TURN's July 6, 2020 letter. UCAN agrees that it is inappropriate to grant the type of relief SDG&E is seeking via a letter to

the Commission's Executive Director. Moreover, UCAN notes that SDG&E has been aware of the direction R.18-07-005 was taking well in advance of the date the Proposed Decision was issued. UCAN is disappointed that SDG&E was not more pro-active in dealing with the customer protections established in D.20-06-003 in its design of its CIS upgrade. Other jurisdictional energy utilities in California (including SDG&E's corporate cousin Southern California Gas Company) have not sought this type of delay. While UCAN is aware that the additional requirements for establishing an Arrearage Management Program for SDG&E's customers adds a degree of complexity to SDG&E's upgrade of its Customer Information System, SDG&E needs to integrate the provisions of D.20-06-030 into the information portal that its residential customers will use beginning in January of 2021 to avoid customer confusion.

TURN's letter states that if the Commission decides to grant SDG&E's request for delay it should impose some additional consumer-protection conditions on SDG&E by April 21, 2021. Similar to SDG&E's initial request for delay, these additional conditions TURN has proposed would represent a modification of D.20-06-030 that would be more properly addressed in a petition for modification. SDG&E should not be able to use its long-planned CIS upgrade to delay the implementation of long-awaited and much needed customer protections in SDG&E's service territory.

The Commission should not grant SDG&E's request to delay implementation of D.20-06-030 absent a thorough consideration of whether SDG&E's request is merited, how a delay in implementing the decision will likely have a deleterious effect on SDG&E's residential electric and gas customers, and whether the Commission will have *de facto* condoned SDG&E's dilatory approach towards complying with an important Commission decision by granting the delay it seeks. In considering SDG&E's request and TURN's response, the Commission should be mindful that D.20-06-030 extends much needed customer relief during a period of unprecedented economic uncertainty and genuine consumer hardship. SDG&E's customers have the right to expect their energy utility to afford them the same type of consumer protections (delineated in D.20-06-030) that other California utilities will be providing to their customers as soon as reasonably possible.

Sincerely yours,

Jason Zeller
Senior Attorney
UCAN

Cc: Edward Randolph, Energy Division Director
Administrative Law Judge Gerald F. Kelly
CPUC Administrative Law Division
All Parties of Record for R.18-07-005

PUBLIC UTILITIES COMMISSION

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July 13, 2020

File No.: R.18-07-005

Dan Skopec
Vice President, Regulatory Affairs
San Diego Gas & Electric
8330 Century Park Court
San Diego, CA 92123

RE: Request for Extension of Time to Comply with Decision 20-06-003

Dear Mr. Skopec:

I am in receipt of your request dated July 1, 2020, pursuant to Rule 16.6 of the Commission's Rules of Practice and Procedure, for an extension of time for San Diego Gas & Electric (SDG&E) to comply with the customer protections set forth in Decision (D.) 20-06-003. SDG&E requests an extension from April 16, 2021, to September 30, 2021.

Among other things, D.20-06-003 prohibits the large Investor Owned Utilities (IOUs) from requiring establishment or reestablishment service deposits or charging connection fees. It requires improved disconnection notices, so customers are better informed about available financial assistance programs. It also revises medical baseline enrollment requirements. Additionally, it creates an Arrearage Management Payment¹ (AMP) Plan for eligible California Alternative Rates for Energy (CARE) and Family Electric Rate Assistance (CARE) customers.

SDG&E asserts it is currently implementing its new Customer Information System (CIS) upgrade, which is scheduled to go online on January 1, 2021. SDG&E contends it cannot add billing or process changes required by D.20-06-003 until after the system has been fully implemented and a period of system stabilization occurs. SDG&E asserts that the only way to make the changes required by D.20-06-003 would be to delay CIS. However, they state that this delay would result in an estimated increase of \$20-30 million increase in the cost of CIS. They also assert that any delay in CIS would delay Community Choice Aggregators' (CCAs) ability to transition customers in the spring of 2021.

On July 6, 2020, The Utility Reform Network (TURN) objected to SDG&E's request and urged that the Commission deny it.² TURN states that rather than filing a request for an extension to comply, SDG&E should have filed a petition for modification. Furthermore, TURN believes that SDG&E has the capability to implement many of the protections set forth in D.20-06-003 with minimal or no changes to the CIS.

¹ D.20-06-003 requires the IOUs establish the AMP by filing a Tier 2 Advice Letter within 90 days of the adoption of the decision. *See*, Ordering Paragraph 83 at page 149 of D.20-06-003.

² On July 9, 2020, the Utility Consumer's Action Network filed a letter supporting TURN's objection to granting SDG&E's request.

Dan Skopec
July 13, 2020
Page 2

Implementing new information technology can be challenging. However, SDG&E's request appears to be overbroad. It fails to provide sufficient information as to why a request to delay implementation of *all* of the requirements set forth in D.20-06-003 should be granted; nor does it specify why the CIS upgrade conflicts with the implementation of the AMP Plan. Therefore, at this time, SDG&E's request for an extension is denied.

SDG&E should meet and confer with TURN and attempt to coordinate a resolution to the concerns that were raised by TURN in its opposition to the request for an extension. Any future requests by SDG&E should be narrowly focused and include specific information as to why any future requests should be granted. Concurrently, SDG&E, along with other IOUs specified in D.20-06-003, are encouraged to engage with CCAs and TURN in the AMP Working Group prior to filing their Tier 2 AMP Advice Letters.

Pursuant to Rule 16.6 of the Commission's Rules of Practice and Procedure, San Diego Gas & Electric shall promptly notify the service list of Rulemaking 18-07-005, via electronic mail that this request was denied.

Sincerely,



Alice Stebbins
Executive Director

cc: Martha Guzman Aceves, Commissioner
Anne Simon, Chief Administrative Law Judge
Gerald F. Kelly, Administrative Law Judge
Edward Randolph, Deputy Executive Director for Energy and Climate Policy/
Director, Energy Division

July 22, 2020

To:
Scott Crider
Vice President, Customer Services
San Diego Gas & Electric
8330 Century Park Court
San Diego, CA 92123

RE: Response from Clean Energy Alliance, San Diego Community Power and Solana Energy Alliance to SDG&E regarding Decision 20-06-003 and Potential Impact to the CCA Launch Schedule

Dear Mr. Crider,

This letter is in response to recent communications between Clean Energy Alliance (CEA), San Diego Community Power (SDCP), and San Diego Gas and Electric (SDG&E) regarding the impact of certain customer protection requirements on the launch schedules of CEA and SDCP (the Joint Community Choice Aggregators, or CCAs), including the transition of Solana Energy Alliance customers to CEA.

SDG&E reached out to CEA and SDCP during the week of July 6, 2020 to “chat about some of the customer protection requirements coming down from our mutual regulators, and potential impacts to our system schedule.” The requirements to be discussed were the impacts of the California Public Utilities Commission’s (CPUC) Decision 20-06-003, issued on June 16, 2020. This proceeding has been active since July 12, 2018, and SDG&E was aware of the potential impacts as demonstrated by SDG&E’s party comments and participation in multiple workshops.

On July 10, CEA and SDCP, along with their joint consultants, participated in the call requested by SDG&E. During the call, SDG&E outlined the requirements and challenges presented by the decision. SDG&E stated that its implementation of the requirements of the decision by the effective date of April 2021 would result in a significant delay to the go-live date of its Envision Customer Information System (CIS) project. That delay would have an impact on SDG&E’s ability to support the current CCA launch schedules. This was the first indication from SDG&E that the CEA and SDCP 2021 launch schedules could be in question.

The Joint CCAs have made and continue to make regulatory compliance filings including Year-Ahead Resource Adequacy and RPS Procurement Plans, solicitations for energy products, and financial and other commitments based in large part on reliance on SDG&E’s on-going confirmation of its commitment to the CCA launch dates. This late notice is not in the spirit of cooperation and results in significant concerns. Had SDG&E reached out sooner regarding the foreseen impacts stemming from the Decision, the Joint CCAs could have worked in conjunction with SDG&E in communicating to the CPUC regarding the impacts to ratepayers and to the Joint CCA’s timelines. In addition, the Joint CCAs could have adjusted their solicitation and planning efforts to accommodate the uncertainty that is now being faced.

The Joint CCAs appreciate that SDG&E sought a remedy from the CPUC after the decision was issued, however SDG&E’s activities and the remedy it sought were not shared with the Joint

CCAs in advance. More proactive, transparent, and collaborative planning could have avoided or mitigated SDG&E's need for a request for a delay.

The position of the Joint CCAs is that delays to SDG&E's billing implementation that cause delays to the CCA implementations are in violation of Resolution E-4013, which approves various aspects of CCA implementation tariffs. As part of this resolution, "(t)he utilities agree to recognize that a CCA's Implementation Plan filing with the Commission should serve as the binding commitment necessary in order for them to take the steps to begin serving the CCA within six months."

Further, Resolution E-4103 states, "(i)n response to the parties' comments and reply comments, the Energy Division herein clarifies that the utilities have the sole responsibility for ensuring that their respective systems are ready for CCA implementation within six months from the date the first CCA files its Implementation Plan with the CPUC or a mutually agreed upon date between the utility and the CCA. The CCAs cannot determine which changes will be required – this is the utilities' responsibility."

SDCP and CEA filed their respective implementation plans in December 2019, providing ample time for SDG&E to comply with Resolution E-4103. In the recent discussion with SDG&E regarding the alternative for SDG&E to support the launch of CEA and SDCP with the current billing system, SDG&E has recently stated that the current system is not capable of supporting the CCAs, which is in direct conflict with Resolution E-4013.

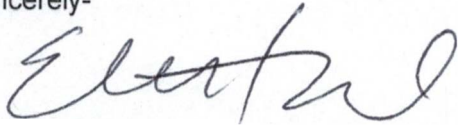
The CPUC's denial of SDG&E's request for a delay (dated July 13, 2020) supports our position. The CPUC denial states that "SDG&E's request appears to be overbroad. It fails to provide sufficient information as to why a request to delay implementation of all of the requirements set forth in D.20-06-003 should be granted; nor does it specify why the CIS upgrade conflicts with the AMP Plan [a component requirement of the Decision]." The CPUC denial directs SDG&E to meet and confer with The Utility Reform Network (TURN) to coordinate a resolution to TURN's concerns with SDGE's request and encourages engagement with TURN and the CCAs prior to next steps implementing the Decision.

The Joint CCAs strongly urge SDG&E to prioritize its commitment to supporting the current launch schedules of CEA and SDCP as a high priority and strive to implement the requirements of D.20-06-003 while maintaining the Envision CIS go live date of January 4, 2021. In an email from SDG&E on July 16 sharing news of the CPUC's denial with the Joint CCAs, SDG&E stated, "we understand certainty is needed by your organizations and SDG&E. And we continue to explore all options to ensure no stone is left unturned since none of us want delays. As of today, our January 2021 launch date still stands. However, as we discussed, a final decision needs to be made quickly and we will stay in close contact." While positive, this leaves the timing vague for the Joint CCAs which is an unacceptable position. The Joint CCAs request that SDG&E affirmatively recommit to this timing. The Joint CCAs invite SDG&E to reach out for any further collaborative discussions on this issue.

SDG&E has done a commendable job of maintaining its Envision CIS schedule despite the hurdles presented by adjusting to the impacts of COVID-19. We believe SDG&E can find a win-win solution that provides the customer protections called for by the CPUC, on-time delivery of the Envision CIS software, and allows the Joint CCAs to honor their commitments and launch

under their current schedules. SDG&E has long anticipated all these actions and the Joint CCAs are certain that SDG&E can identify creative solutions to keep required services operational while continuing to adjust to the needs of ratepayers. While the Joint CCAs and SDG&E may have different perspectives at times, we have a shared goal of protecting ratepayers. Going forward, when we have common interests (in this case, protecting ratepayers from increased costs) or are dependent on information-sharing, we ask that SDG&E contact us as soon as possible to share information.

Sincerely-



Ellie Haviland
Chair, Clean Energy Alliance



Joe Mosca
Chair, San Diego Community Power



Jewel Edson
Chair, Solana Energy Alliance

Cc:

Caroline Winn, CEO, San Diego Gas & Electric
Barbara Boswell, Interim CEO, Clean Energy Alliance
Cody Hooven, Interim Executive Officer, San Diego Community Power
Greg Wade, Executive Director, Solana Energy Alliance
Board of Directors, Clean Energy Alliance
Board of Directors, San Diego Community Power
City Council, Solana Beach
SDCP Member City Liaisons

San Diego Community Power

2020 Policy Matrix

Purpose:

This matrix reflects the broader Implementation Timeline while focusing on an abbreviated overview of the policies staff is working on through 2020.

Notes:

1. Policies listed below are drawn from the most recent Implementation Timeline adopted at the January 30th Board of Directors meeting and 11 California CCAs¹
2. Policies are intended to guide SDCP operations and procedures rather than set future or aspirational goals.
3. SDCP may wish to consider blending (or bundling) specific policies within general policy categories to reduce the number of individual policies it manages. It may also update completed policies or consider additional policies not included here as its program develops and operational needs evolve.

POLICY CATEGORY/SUBJECT	DESCRIPTION	2020 TIMING/STATUS
ADMINISTRATIVE & OPERATIONS		
SDCP Conflict of Interest Code	Standard C of I policy for seated Board members and relevant SDCP staff members.	DONE
CEO Spending Authority	Authorizes CEO signing authority without prior Board approval; SDCP may consider two policies – one for operational contracts and one for power supply contracts. Describes Board reporting requirements.	DONE
Delegation of Authority to CEO for Regulatory and Legislative Matters	Authorizes CEO to respond timely to requests for regulatory and legislative action that directly impact CCA and SDCP operations. Includes Board reporting requirement.	DONE
Enterprise Risk Management	Describes how operational/business risk is determined and mitigated; may also include energy risk management as a component.	DONE (Energy Risk)
Agency Vendor and Contracting Practices	Describes procurement/vendor contracting guidelines including but not limited to: issuance of RFPs and bid evaluation, local hire, diversity, sustainable and ethical vendor preferences, signing authorities, reporting etc.	DONE (addresses professional services)
Records Retention; Public Access	Compliant with state and federal law, the length of time records of various types will be retained and/or discarded; includes guidelines for public access to SDCP records.	Q3 (in process)
Information Technology Security	Policies and standards developed by IT security team to manage regulatory compliance, ensure proper staff training and customer satisfaction and minimize legal and criminal risk related to data and information breach. Could also include the AMI data policy described below.	Q4+
Social Media	Describes purpose of using these channels and defines rights/reasons for comment or post removals.	Q3 (with support from Marketing provider)
JPA Expansion/New Members	Considerations when exploring program expansion to areas outside original service area and method of approving new JPA members.	Q4+
Process for Amending/Adopting Agency Policies and JPA Agreement Amendments	Procedures to review/adopt new or amend Agency policies and JPA Amendments. This could also be part of the bylaws.	Q4
PERSONNEL/WORKFORCE		

¹ Clean Power Alliance, Clean Power SF, East Bay Community Energy, Monterey Bay Community Energy, MCE Clean Energy, Peninsula Clean Energy, Redwood Coast Energy Authority, San Jose Clean Energy, Silicon Valley Clean Energy, Sonoma Clean Power, Valley Clean Energy.

Employee Handbook/Personnel Policies	Describes all legally required elements of an employee policy including fair employment practices, non- discrimination, standard business hours, paid and personal time off, holidays, sick leave, etc.	Q3
Other Personnel Policies: Travel and expense reimbursement, laptop/cell phone usage, work from home, etc.	Could be included in the employee handbook or handled as separate policies.	Q3
Sustainable and Diverse Workforce Policy	Describes SDCP goals and requirements related to sustainable workforce practices, local hire preferences, livable wages, union engagement/project labor agreements, gender and ethnic diversity, etc.	Q3 (in process)
CUSTOMER AND COMMUNITY		
Prohibition Against Dissemination of Untrue or Misleading Information	Prohibits dissemination, by SDCP or other organization, of SDCP rates, terms and conditions of service, or other operational elements that are untrue or misleading.	Q4+
Customer Data Confidentiality	How customer data is to be treated and how to deal with any privacy or security breaches. States that personal customer shall not be shared unless necessary to conduct specific Agency business. Ensures the privacy and security of Advance Metering Infrastructure (AMI) data and customer usage information pursuant to Attachment B of the California Public Utilities Commission Decision 12-08-045.	Q4
Terms and Conditions of Service	Publicly posted customer service policy that provides information on rates, billing, enrollment process, opting out, opting in and failure to pay. If applicable; articulates process for customers who wish to voluntarily enroll in the 100% renewable product in an earlier phase than otherwise scheduled.	Q4
Customer Billing, Enrollment, Delinquent Accounts and Collections	Outlines procedures for customer billing and enrollments, physical address changes, and handling customer accounts that are past due.	Q4
FINANCIAL POLICIES		
Budget and Accounting Policy	Describes process, reporting and principals for a balanced annual budget and its oversight; may also include Agency reserve policy, debt management and accounting policies or other financial policies within this general category.	Q3-Q4
Rate Setting Procedures	Describes rate setting principals, goals and general process.	Q4
Bad Debt	A set percentage revenue reserve to cover bad debt; usually reviewed annually. Could be included in general budget policy.	Q4+ (prior to fiscal year end)
Surplus Income Policy - Operating Reserve, Debt Repayment, and Programs	Budgeting policy to allow for long-term financial stability, debt reduction and/or funding of new programs and projects.	Q4+ (prior to fiscal year end)
Accounts Receivable Reserves	Estimation procedure for reporting accounts receivables, net assets and earnings using historical data; could also be part of a general budget or reserve policy.	Q4+ (prior to fiscal year end)
Signatories on SDCP checks and financial documents	Describes who is authorized to sign checks and legally binding financial documents on behalf of the Agency; could be part of the budget and finance policy.	Q3 (in process – portions in delegation of authority and risk management policies)
Investment Policy	If needed; provides guidelines to consider Agency investments in real property or other investment vehicles.	Q4+ (prior to fiscal year end)

POWER SUPPLY		
Energy Risk Management Policy/ Procedures and Controls for Supply Management and Transactions	Developed in partnership with power services vendor; Describes energy market strategy and processes to regularly monitor, report and manage risk such as credit, liquidity and market risk. Outlines participation in CAISO markets and monitoring transactions. Provides general overview of procurement approach, criteria and practices including open season RFOs and signing authorities. Could also be part of the overall energy risk management policy.	DONE
Evaluation Criteria	NEW – Describes how proposals for power will be evaluated for selection.	Q3 (In process)
Power Content Guidelines	Provides description of renewable and carbon free content targets as well as types of power that may or may not be procured by SDCP	Done
Net Energy Metering Policy	Describes NEM rates, credits and participation process for NEM customers.	Q4+
Feed in Tariff	NEW – Describes a feed in tariff rate structure and participation process.	Q4

SAN DIEGO COMMUNITY POWER
Staff Report – Item 2

To: San Diego Community Power Board of Directors

From: Cody Hooven, SDCP Interim Executive Officer
Director/Chief Sustainability Officer, City of San Diego

Subject: Approve Marketing and Communications Agreement with Civilian, Inc.

Date: July 23, 2020

Recommendation

1. Approve Marketing and Communications agreement with Civilian, Inc. for a 2-year term beginning August 1 2020.
2. Delegate execution of the agreement to the Interim Executive Officer.

Background

On April 30, 2020 SDCP issued Request for Proposal (RFP) 20-002 for Marketing and Communications Strategy, Public Engagement, Digital and Graphic Design. To view the full scope of services in the RFP, please see pages 4-6 of the RFP, found here: [SDCP Marketing and Communications RFP](#). The RFP was organized into six task areas including:

1. Agency branding, design, messaging and identity
2. Website design, content development and maintenance
3. Community outreach and stakeholder engagement
4. Marketing and advertising campaign
5. Media relations and public affairs
6. Project management/performance metrics.

The RFP was distributed to hundreds of recipients via the City of San Diego's PlanetBids platform, SDCP emails lists, and via social media. Respondents were invited to bid on the full scope of services. A total of 25 proposals were received by the May 29, 2020 deadline. Bids were reviewed and scored according to evaluation criteria set forth in the RFP on pages 9-10. Four bidders – CityWorks, Civilian, MIG, and Red Door – were short listed and participated in interviews on June 17.

Evaluation team members included: Cody Hooven, SDCP Interim Executive Officer; Chad Colton, Energy and Regulatory Program Manager, City of San Diego; Susan Bierzechudek, marketing professional with CCA experience; Barbara Morena, communications professional; Rita De La

Fuente, communications and community engagement professional; Eddie Price, Chair of the Community Advisory Committee; and Shawn Marshall, LEAN Energy US.

Analysis and Discussion

Term and Task Areas. Staff is requesting approval of a two-year agreement with Civilian, Inc. covering all task areas outlined above. The contract is scheduled to begin on the effective date and will conclude in June 2022, a timeframe which is anticipated to cover both pre-launch tasks through all phases of customer enrollment and initial service of all customers.

Reasons for Selection. Among the finalist companies, Civilian, Inc. received the highest composite score in all six evaluation categories (see pages 9-10 of the RFP, found here: [SDCP Marketing and Communications RFP](#)). Civilian, Inc. was ultimately selected on the merits of their experience providing Marketing and Communications services, their ability to tailor their proposal to the needs specified in the RFP, as well as on both preferences for firms located in San Diego County and owned or operated by women, minorities, disabled veterans, and lesbian, gay, bi-sexual or transgender persons. Civilian demonstrated an innovative approach to market research and creative marketing and branding ideas. Their team showed passion and alignment with SDCP's values and a willingness to be flexible and nimble while working with SDCP during our critical start up period.

Civilian, Inc.'s team proved very knowledgeable during the interview process, and staff is confident that SDCP will be well served by Civilian, Inc.'s services during pre-enrollment, enrollment, and ongoing customer communications and outreach needs.

Contract Document. The attached Agreement was developed by BB&K, SDCP's general legal counsel. It includes a detailed scope of work and description of Civilian, Inc.'s obligations under this Agreement.

Fiscal Impact

Approximately \$775,680 over the term of the agreement (estimated \$449,930 for year one and \$325,750 for year two). Costs for year one of the agreement are within the amount budgeted in the Fiscal Year 2020-2021 budget approved by the Board.

Attachments:

Attachment A: Agreement between SDCP and Civilian, Inc., including Scope of Services and Budget and Cost Spreadsheet.

SAN DIEGO COMMUNITY POWER PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“**Agreement**”) is made and entered into this _____ day of July, 2020, by and between SAN DIEGO COMMUNITY POWER, a California joint powers agency (“**SDCP**”) and CIVILIAN, INC., a Corporation (“**Consultant**”). SDCP and Consultant are sometimes individually referred to as “**Party**” and collectively as “**Parties**.”

RECITALS

A. Consultant desires to perform and assume responsibility for the provision of certain professional services required by SDCP on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing MARKETING AND COMMUNICATIONS SERVICES, is licensed in the State of California, and is familiar with the plans of SDCP.

B. SDCP desires to engage Consultant to render such professional services for MARKETING AND COMMUNICATIONS SERVICES (“**Project**”) as set forth in this Agreement.

AGREEMENT

1. Scope of Services and Term.

1.1 General Scope of Services. Consultant promises and agrees to furnish to SDCP all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the MARKETING AND COMMUNICATIONS services necessary for the Project (“**Services**”). The Services are more particularly described in Exhibit A attached hereto, and which are stated in the proposal to SDCP. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto, and all applicable local, state and federal laws, rules and regulations.

1.2 Term. The term of this Agreement shall be from **August 1, 2020** to **June 30, 2022**, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines.

2. Responsibilities of Consultant.

2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. SDCP retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of SDCP and shall at all times be under Consultant’s

exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit B attached hereto. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, SDCP shall respond to Consultant's submittals in a timely manner. Upon request of SDCP, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of SDCP.

2.4 Substitution of Key Personnel. Consultant has represented to SDCP that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of SDCP. In the event that SDCP and Consultant cannot agree as to the substitution of key personnel, SDCP shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to SDCP, or who are determined by the SDCP to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the SDCP. The key personnel for performance of this Agreement are as follows:

2.5 SDCP's Representative. SDCP hereby designates **Cody Hooven**, or his or her designee, to act as its representative for the performance of this Agreement ("**SDCP's Representative**"). SDCP's Representative shall have the power to act on behalf of SDCP for all purposes under this Agreement. Consultant shall not accept direction or orders from any person other than SDCP's Representative, or designee.

2.6 Consultant's Representative. Consultant hereby designates **Stacey Nelson Smith** or his or her designee, to act as its Representative for the performance of this Agreement ("**Consultant's Representative**"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his or her best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

2.7 Coordination of Services. Consultant agrees to work closely with SDCP staff in the performance of Services and shall be available to SDCP's staff, consultants and other staff at all reasonable times.

2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and sub- contractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from SDCP, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its subcontractors who is determined by SDCP to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to SDCP, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

2.9 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to SDCP, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold SDCP, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

2.10 Insurance.

2.10.1 Time for Compliance. Consultant shall not commence the Services under this Agreement until it has provided evidence satisfactory to SDCP that it has secured all insurance required under this section, in a form and with insurance companies acceptable to SDCP. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to SDCP that the subcontractor has secured all insurance required under this section.

2.10.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subcontractors. Consultant shall also require all of its subcontractors to procure and maintain the same insurance

for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001 or exact equivalent); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage (form CA 0001, code 1 (any auto) or exact equivalent); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability*: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease.

2.10.3 Professional Liability. Consultant shall procure and maintain, and require its subcontractors to procure and maintain, for a period of five (5) years following completion of the Services, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$2,000,000 per claim. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

2.10.4 Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms supplied or approved by SDCP to add the following provisions to the insurance policies:

(A) General Liability.

(i) Commercial General Liability Insurance must include coverage for (1) Bodily Injury and Property Damage; (2) Personal Injury/Advertising Injury; (3) Premises/Operations Liability; (4) Products/Completed Operations Liability; (5) Aggregate Limits that Apply per Project; (6) Explosion, Collapse and Underground (UCX) exclusion deleted; (7) Contractual Liability with respect to this Agreement; (8) Broad Form Property Damage; and (9) Independent Consultants Coverage.

(ii) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by

one insured against another; or (3) contain any other exclusion contrary to the Agreement.

(iii) The policy shall give SDCP, its directors, officials, officers, employees, and agents insured status using ISO endorsement forms 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(iv) The additional insured coverage under the policy shall be “primary and non-contributory” and will not seek contribution from SDCP’s insurance or self-insurance and shall be at least as broad as CG 20 01 04 13, or endorsements providing the exact same coverage.

(B) Automobile Liability. The automobile liability policy shall be endorsed to state that: (1) SDCP, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects SDCP, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant’s scheduled underlying coverage. Any insurance or self-insurance maintained by SDCP, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant’s insurance and shall not be called upon to contribute with it in any way.

(C) Workers’ Compensation and Employers Liability Coverage.

(i) Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and Consultant will comply with such provisions before commencing work under this Agreement.

(ii) The insurer shall agree to waive all rights of subrogation against SDCP, its directors, officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

(D) All Coverages. Defense costs shall be payable in addition to the limits set forth hereunder. Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits set forth herein shall be available to SDCP, its directors, officials, officers, employees and agents as additional insureds under said policies. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named insured; whichever is greater.

(i) The limits of insurance required in this Agreement may be

satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of SDCP (if agreed to in a written contract or agreement) before SDCP's own insurance or self-insurance shall be called upon to protect it as a named insured. The umbrella/excess policy shall be provided on a "following form" basis with coverage at least as broad as provided on the underlying policy(ies).

(ii) Consultant shall provide SDCP at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to SDCP at least ten (10) days prior to the effective date of cancellation or expiration.

(iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(iv) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by SDCP, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(v) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, SDCP has the right but not the duty to obtain the insurance it deems necessary and any premium paid by SDCP will be promptly reimbursed by Consultant or SDCP will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, SDCP may cancel this Agreement. SDCP may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(vi) Neither SDCP nor any of its directors, officials, officers, employees or agents shall be personally responsible for any liability arising under or by virtue of this Agreement.

2.10.5 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to SDCP, its directors, officials, officers, employees, agents and volunteers.

2.10.6 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by SDCP. Consultant shall guarantee that, at the option of SDCP, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects SDCP, its directors, officials, officers, employees, agents and volunteers; or (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

2.10.7 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, licensed to do business in California, and satisfactory to SDCP.

2.10.8 Verification of Coverage. Consultant shall furnish SDCP with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to SDCP. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf and shall be on forms provided by SDCP if requested. All certificates and endorsements must be received and approved by SDCP before work commences. SDCP reserves the right to require complete, certified copies of all required insurance policies, at any time.

2.10.9 Subcontractor Insurance Requirements. Consultant shall not allow any subcontractors to commence work on any subcontract until they have provided evidence satisfactory to SDCP that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors shall be endorsed to name SDCP as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, SDCP may approve different scopes or minimum limits of insurance for particular subcontractors.

2.10.10 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life-saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3. Fees and Payments.

3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit C, attached hereto. The total compensation shall not exceed \$775,680 without written approval of SDCP's Chief Executive Officer/Interim Executive Officer. Extra Work may be authorized, as

described below, and, if authorized, said Extra Work will be compensated at the rates and manner set forth in this Agreement.

3.2 Payment of Compensation. Consultant shall submit to SDCP a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. SDCP shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by SDCP.

3.4 Extra Work. At any time during the term of this Agreement, SDCP may request that Consultant perform Extra Work. As used herein, “**Extra Work**” means any work which is determined by SDCP to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from SDCP’s Representative.

4. **Accounting Records.** Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of SDCP during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

5. **General Provisions.**

5.1 Termination of Agreement.

5.1.1 Grounds for Termination. SDCP may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to SDCP, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, SDCP may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, SDCP may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant: Civilian, Inc.
Attn: Stacey Nelson Smith
2468 Historic Decatur Rd.,
Suite 250
San Diego, CA 92106

SDCP: San Diego Community Power
Attn: Executive Director
c/o City of San Diego Sustainability Department
1200 Third Avenue, Suite 1800
San Diego, CA 92101

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

5.3 Ownership of Materials and Confidentiality.

5.3.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for SDCP to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement (“**Documents & Data**”). Consultant shall require all subcontractors to agree in writing that SDCP is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by SDCP. SDCP shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at SDCP’s sole risk.

5.3.2 Intellectual Property. In addition, SDCP shall have and retain all right, title and interest (including copyright, patent, trade secret and other proprietary rights) in all plans, specifications, studies, drawings, estimates, materials, data, computer programs or software and

source code, enhancements, documents, and any and all works of authorship fixed in any tangible medium or expression, including but not limited to, physical drawings or other data magnetically or otherwise recorded on computer media (“**Intellectual Property**”) prepared or developed by or on behalf of Consultant under this Agreement as well as any other such Intellectual Property prepared or developed by or on behalf of Consultant under this Agreement.

SDCP shall have and retain all right, title and interest in Intellectual Property developed or modified under this Agreement whether or not paid for wholly or in part by SDCP, whether or not developed in conjunction with Consultant, and whether or not developed by Consultant. Consultant will execute separate written assignments of any and all rights to the above referenced Intellectual Property upon request of SDCP.

Consultant shall also be responsible to obtain in writing separate written assignments from any subcontractors or agents of Consultant of any and all right to the above referenced Intellectual Property. Should Consultant, either during or following termination of this Agreement, desire to use any of the above-referenced Intellectual Property, it shall first obtain the written approval of the SDCP.

All materials and documents which were developed or prepared by the Consultant for general use prior to the execution of this Agreement and which are not the copyright of any other party or publicly available and any other computer applications, shall continue to be the property of the Consultant. However, unless otherwise identified and stated prior to execution of this Agreement, Consultant represents and warrants that it has the right to grant the exclusive and perpetual license for all such Intellectual Property as provided herein.

SDCP further is granted by Consultant a non-exclusive and perpetual license to copy, use, modify or sub-license any and all Intellectual Property otherwise owned by Consultant which is the basis or foundation for any derivative, collective, insurrectional, or supplemental work created under this Agreement.

5.3.3 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of SDCP, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use SDCP’s name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of SDCP.

5.3.4 Infringement Indemnification. Consultant shall defend, indemnify and hold SDCP, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of

any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by SDCP of the Documents & Data, including any method, process, product, or concept specified or depicted.

5.4 Cooperation; Further Acts. The Parties shall fully cooperate with one another and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

5.5 Attorney's Fees. If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

5.6 Indemnification.

5.6.1 To the fullest extent permitted by law, Consultant shall defend (with counsel of SDCP's choosing), indemnify and hold the SDCP, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant shall defend, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against SDCP, its directors, officials, officers, employees, agents or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against SDCP or its directors, officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse SDCP and its directors, officials, officers, consultants, employees, agents and/or volunteers, for any and all legal expenses and costs, including reasonable attorneys' fees, incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the SDCP, its officials, officers, employees, agents, or volunteers. This section shall survive any expiration or termination of this Agreement.

5.6.2 If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance of "design professional" services (as that term is defined under Civil Code § 2782.8), then, and only to the extent required by Civil Code § 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

5.7 Entire Agreement. This Agreement contains the entire Agreement of the Parties

with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both Parties.

5.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in San Diego County.

5.9 Time of Essence. Time is of the essence for each and every provision of this Agreement.

5.10 SDCP's Right to Employ Other Consultants. SDCP reserves right to employ other consultants in connection with this Project.

5.11 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

5.12 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of SDCP. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

5.13 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subcontractors of Consultant, except as otherwise specified in this Agreement. All references to SDCP include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

5.14 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

5.15 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

5.16 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

5.17 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

5.18 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, SDCP shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of SDCP, during the term of his or her service with SDCP, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

5.19 Equal Opportunity Employment and Subcontracting. Consultant represents that it is an equal opportunity employer and it shall not discriminate on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring, or treatment of applicants, employees, subcontractors, vendors, or suppliers. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Further, Consultant shall provide equal opportunity for subcontractors to participate in subcontracting opportunities.

5.20 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Workers' Compensation, or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

5.21 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

5.22 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

5.23 Subcontracting. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of SDCP. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE TO
SAN DIEGO COMMUNITY POWER
PROFESSIONAL SERVICES AGREEMENT**

IN WITNESS WHEREOF, the Parties have made and executed this Agreement as of the date first written above.

SAN DIEGO COMMUNITY POWER

CIVILIAN, INC.

By : _____
Name: _____
Title: _____

By : _____
Name: _____
Title: _____

ATTEST:

Secretary, SDCP Board of Directors

APPROVED AS TO FORM:

SDCP General Counsel

**A corporation requires the signatures of two corporate officers.*

One signature shall be that of the Chairman of Board, the President or any Vice President, and the second signature (on the attest line) shall be that of the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer of such corporation.

If the above persons are not the intended signators, evidence of signature authority shall be provided to SDCP.

EXHIBIT A

SCOPE OF SERVICES

Detailed tasks in this service category include but are not limited to the following:

1. Agency Branding, Design, Messaging and Identity:

- a. Working with existing program name, San Diego Community Power, develop brand/logo, style guides, and create sub-brand names/logos for different power product offerings and programs.
- b. Working with staff and key leadership, develop core messaging for use on the website, in marketing materials, and for community presentations.
- c. Update and maintain a multi-functional, multi-lingual website (English, Spanish and Tagalog) that includes a rate calculator, ability to opt-out of the program and other interactive features.
- d. Develop and maintain social media presence for SDCP using existing platforms in SDCP member communities (e.g. Facebook, Instagram, Twitter, Nextdoor, etc.)
- e. Develop/update program collateral including FAQs, program brochures, fact sheets, event give aways, and power point templates as needed. Note that collateral and customer notifications will be available in 3 languages – English, Spanish and Tagalog.
- f. If budget allows, develop one or more short informational videos for use on SDCP's website, social media and at community meetings.

2. Web Design, Content Development, and Maintenance:

- a. Content update and redesign of SDCP's current website (www.sdcommunitypower.org) including translation into 5 languages and integration of opt-out/opt-up capabilities and other interactive features.
- b. Develop exceptionally professional, clean, and compelling new pages for SDCP that incorporate best practices in user interface, user experience, and Americans with Disabilities (ADA) compliance.
- c. Demonstrate superior skills in developing functionality within the website to support the needs of the programs and general services of SDCP, such as but not limited to pop-up windows, embedded forms, and dynamic layouts.
- d. Provide and follow a clearly defined process for creation and execution of new web content and features that includes wireframes, mock-ups, user-acceptance testing, final review by client in pre-production environment, and notification of client directly after code release.
- e. Analyze website analytics and recommend ways to improve metrics.
- f. Provide direction and/or instruction to SDCP staff on basic website features in order for staff to self-serve for content updates and other needs.

3. Community Outreach and Stakeholder Engagement:

- a. Develop a communications and outreach plan for staff and Board approval detailing the methods and timing of various local communications strategies including the integration of a media and advertising campaign as outlined below.
- b. At the direction of SDCP staff, work with member cities to support local stakeholder and public outreach which may include but is not limited to meetings with key stakeholder groups, public workshops/webinars, local presentations, event tabling, newsletter articles, and other key outreach/engagement activities. Team members with varied cultural backgrounds and multi-lingual skills will be a key component of this effort.
- c. Develop and maintain an SDCP list-serve to facilitate outreach/engagement activities. Refine/expand use of regular e-newsletters and information blasts to SDCP's list-serve and other local communication outlets.
- d. Sub-contract with community-based organizations to build local capacity and augment SDCP's efforts to carry out outreach and engagement activities. The goal is for SDCP to build and deepen relationships with its member communities to better inform and align about SDCP's programs and to build a sense of "community ownership" with SDCP as a local service provider.

4. Marketing and Advertising Campaign:

- a. Development multi-lingual (English, Spanish, Cantonese, Mandarin, Vietnamese, and Tagalog) and multi-cultural advertising campaign to raise public awareness of SDCP and its offerings; this will include both paid and earned media, print and digital, in a variety of mediums which could include local newspapers, on-line and social media, radio spots, billboards, bus backs/bus shelters, and other strategies to effectively reach future SDCP customers in a positive way
- b. Manage and conduct press outreach – schedule editorial board meetings, draft press releases, op-eds and news articles.
- c. Develop visual look, support content and maintain a regular social media presence for SDCP on Facebook, Twitter, Instagram, Nextdoor, etc.

5. Media Relations and Public Affairs

- a. The successful contractor (or subcontractor within a team) will have an established and respected network of key influencer and press relationships within the San Diego region
- b. Develop and maintain a database for SDCP of local and regional press contacts
- c. Develop a press kit, draft press releases as needed, and develop a plan for regular press engagement and positive earned media
- d. Provide feedback and strategy support for SDCP leadership on public affairs and media relations related to CCA and SDCP.

6. Project Management/Performance Metrics:

- a. Participate in content and design meetings with SDCP staff, including weekly or bi-weekly project calls

- b. Provide presentations and project updates to SDCP Board and leadership as requested
- c. Provide flexible capacity to complete multiple design projects simultaneously during busy periods, and ability to rapidly ramp up or down the capacity dedicated to this contract to meet fluctuating client needs.

Work with staff to develop elements of performance metrics including but not limited to: 1) positive, balanced press, 2) maintaining customer opt-outs at 5% or below.

EXHIBIT B & C

SCHEDULE OF SERVICES & BILLING

Fiscal year budget and high-level scope of work

FY1: July 2020 - June 2021

FY2: July 2021 - June 2022

Task	Description	FY1 Budget	FY2 Budget
1	Agency Branding, Design, Messaging and Identity	\$105,030	\$30,000
2	Web Design, Content Development, and Maintenance	\$83,380	\$6,000
3	Community Outreach and Stakeholder Engagement	\$105,145	\$87,500
4	Marketing and Advertising Campaign	\$76,875	\$82,750
5	Media Relations and Public Affairs	\$30,380	\$67,500
6	Project Management/Performance Metrics	\$49,120	\$52,000
Fiscal Year Totals (July - June):		\$449,930	\$325,750
Task 1: Agency Branding, Design, Messaging and Identity			
Scope of Work Deliverables			
A. Kickoff, discovery and marketing communications plan			
B. Branding: logo, messaging and position statement development			
C. Consumer research (positioning)			
D. Brand guidelines			
E. Launch collateral development (includes translations)			
F. Animated video production (includes translations)			
Task 2: Web Design, Content Development, and Maintenance			
Scope of Work Deliverables			
A. Objective-setting and technical specifications			
B. Content strategy & information architecture			
C. User experience (wireframes)			
D. Design and content copywriting			
E. Development			
F. Content population, quality assurance and launch			
G. Hosting, content maintenance, technical support (18 months)			
Task 3: Community Outreach and Stakeholder Engagement			
Scope of Work Deliverables			
A. Planning			
B. Preparation			
C. Implementation			
Task 4: Marketing and Advertising Campaign			
Scope of Work Deliverables			
A. Direct mail and campaign creative (includes translations)			
B. Paid media planning			
C. Social media strategy and editorial calendar			
D. Social media content execution and community management (18 months)			
Task 5: Media Relations and Public Affairs			
Scope of Work Deliverables			
A. Press kit development			
B. Public relations editorial calendar development and launch			
C. Public relations consultant retainer (18 months)			
Task 6: Project Management / Performance Metrics			
Scope of Work Deliverables			
A. Performance reporting			
B. Account service retainer for meetings attended (18 months)			

Civilian and San Diego Community Power

Primary staff, roles, rates (July 20, 2020)

Account Management

Account Director	Pete Levine	Client escalation/partnership, strategy	\$175
Account Supervisor	Sean Connacher	Day-to-day lead, client advocate	\$160
Account Executive	Katie Harris	Administrative support, billing	\$160

Creative

VP PPP	Katie Carrillo	Production and resource lead	\$175
Art Director	Art Ebuén	Creative lead	\$160
Graphic Designer	Cristina Lee	Production designer	\$140

Media

Media Services Director	Syed Hussain	Campaign planning and oversight	\$175
Media Strategist	Peter Billias	Paid media strategy	\$160
Media Services	Dom Roy	Vendor management, analytics	\$140

Digital

Director Digital Services	Ron Wesson	Website + social media oversight	\$175
Digital Strategist	Caylee Southland	User experience, content development	\$160

Project Management

Project Manager	Cory Serna	Timelines, budgets, efficiencies	\$140
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Communications

Dir PR + Comms	Kim Coutts	Owned/earned media lead	\$175
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Strategy

Founder/CEO	Stacey Nelson Smith	Relationship oversight	\$175
Strategy Supervisor	Camellia Mortezaledah	Research and strategy	\$160

SAN DIEGO COMMUNITY POWER
Staff Report – Item 3

To: San Diego Community Power Board of Directors

From: Cody Hooven, SDCP Interim Executive Officer
Director/Chief Sustainability Officer, City of San Diego

Subject: Approval of Amendment to LEAN Energy US Contract

Date: July 23, 2020

Recommendation

Approve amendment to LEAN Energy US contract to include additional professional services and increase not-to-exceed budget of \$150,000.

Background

At its February 27, 2020 meeting, the SDCP Board approved a contract with LEAN Energy US (LEAN) for SDCP strategy and implementation services. The existing contract term is January – December 2020 with a budget cap of \$75,000. Staff is seeking authorization to amend LEAN's contract to expand LEAN's scope of services to include program and policy support services and to authorize Sebastian Sarria, currently a City of San Diego employee, to perform these additional services for SDCP as a LEAN subcontractor.

Analysis and Discussion

The attached contract amendment will be effective August 1, 2020 with the same end date of December 31, 2020. Changes to the existing contract include an expanded scope of services and increase in budget to accommodate LEAN's ongoing work and the addition of program and policy support services by LEAN. SDCP anticipates this work will be primarily provided by LEAN subcontractor Sebastian Sarria on an hourly basis as stated in the amendment. No other changes have been made to the terms of the existing contract.

Fiscal Impact

Amended contract addition of \$75,000 with a not-to-exceed budget of \$150,000 through the end of 2020. Funding is available in the FY21 budget and is offset by other savings.

Attachments

Attachment A: Amendment to SDCP/LEAN Energy US contract

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT BETWEEN SAN DIEGO COMMUNITY POWER AND LEAN ENERGY US

THIS FIRST AMENDMENT (this "Amendment") is entered into as of this 1st day of August, 2020, by and between SAN DIEGO COMMUNITY POWER, a California joint powers agency ("SDCP") and LEAN ENERGY US, a California not-for-profit organization, ("Consultant"). SDCP and Consultant are sometimes individually referred to herein as the "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the Parties entered into that certain Professional Services Agreement between San Diego Community Power and LEAN Energy US dated February 27, 2020 (the "Agreement"); and

WHEREAS, pursuant to the Agreement, Consultant provides Community Choice Aggregation implementation and development services to SDCP; and

WHEREAS, the parties desire to amend the Agreement to increase the scope and maximum reimbursement amount payable to Consultant for its services and for other purposes as set forth below.

NOW, THEREFORE, it is agreed by and between the parties as follows:

1. Recitals. The Recitals set forth above are true and correct and are incorporated into the body of this Amendment as though expressly set forth herein.
2. Amendment of Section 2.4. Section 2.4 of the Agreement is amended to add Sebastian Sarria, Program and Policy Coordinator, to key personnel for performance of the Agreement.
3. Amendment of Section 3.1. Section 3.1 of the Agreement is amended to increase the not-to-exceed amount payable by SDCP to Consultant for Consultant's services to \$150,000.
4. Exhibits "A" and "B." Exhibits "A" and "B" of the Agreement are replaced to read as shown in the attached Exhibits "A" and "B," which are incorporated into this Amendment.
5. Effect of Amendment. Except as expressly set forth in this Amendment, all other sections, provisions, exhibits and commitments of the Agreement remain unchanged and in full force and effect.
6. Counterparts. This Amendment may be executed in one or more counterparts, including facsimile counterparts, each of which shall, for all purposes, be deemed an original and all such counterparts, taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this First Amendment to the Professional Services Agreement between San Diego Community Power and LEAN Energy US as of the date first set forth above.

SAN DIEGO COMMUNITY POWER

LEAN ENERGY US

Name: _____

Title: _____

Date: _____

Name: Shawn Marshall

Title: Executive Director

Date: _____

ATTEST:

Secretary, SDCP Board of Directors

APPROVED AS TO FORM:

SDCP General Counsel

EXHIBIT A

SCOPE OF SERVICES

The following scope of work (SOW) continues the work that LEAN has been performing on behalf of San Diego Community Power (SDCP) under a previous contract with the City of San Diego that ended on December 31, 2019. Tasks are itemized within three task areas to support SDCP's ongoing implementation and start-up activities throughout calendar year 2020. Work under Task Area 3 shall commence on August 1, 2020.

Task Area 1: SDCP Planning and Organizational Development

- 1.a Coordinate/participate in weekly SDCP team calls and other communications to support project management, decision-making, and completion of various action items.
- 1.b Provide advice and strategy in all areas of Agency and program formation, leveraging existing CCE relationships, best practices and lessons-learned from previous CCE launch experience.
- 1.c Support staff in preparation of Board meeting agendas, staff reports, strategic research, and other Board documents as may be needed.
- 1.d Draft SDCP policies for executive officer and Board consideration; review draft bylaws or operating guidelines as may be needed.
- 1.e Support SDCP's initial strategic planning process
- 1.f Assist staff with development of vendor RFPs including power services, data management/call center, marketing and others as may be needed; assist with bid evaluation, vendor selection and contracting process if desired.
- 1.g Support CEO recruitment and his/her on-boarding to include: identification of executive search firm and contract preparation; preparation of CEO job description, resume/candidate review, design and assist with interview process, and other tasks necessary to successfully on-board a permanent CEO.
- 1.h Help with Agency staffing plan, draft job descriptions, support recruitment and candidate selection process for additional staff as needed.
- 1.i Liaison with selected data management/call center vendor to support design of back office systems, call center/IVR playbook, and customer enrollment process.
- 1.j Review and/or provide input on FY 2020-2021 operational budget; solicit and identify independent accounting support as needed.
- 1.k Prepare utility service agreement and CPUC financial security agreement for review by CEO and adoption by the Board

- 1.1 Complete any other tasks or projects as may be required to support the successful launch of SDCP in 2021.

Task Area 2: Marketing and Community Engagement

LEAN will support SDCP's communication efforts in the following ways:

- 2.a Support creation of the Agency's Community Advisory Committee including document review and agenda planning if needed.
- 2.b Content development and design of an informational website (website 1.0) that can evolve into SDCP's full website (website 2.0) with interactive customer functions.
- 2.c Draft and/or review RFP for Marketing & Communication Services, support bid evaluation, contracting and on-boarding process.
- 2.d Assist with stakeholder mapping and development of a database/list-serve to be used for future e-mail communications.
- 2.e Support development of the marketing and public outreach workplan, key messaging and design review, timeline and advertising plan for public engagement and customer enrollment. This could include content feedback for website 2.0, program collateral, informational videos, program terms and conditions and review of direct mail customer notifications.
- 2.f Support development of key account outreach strategy, collateral development and commercial customer retention.
- 2.g Provide strategy support to respond to any challenging public engagement issues that may arise throughout the implementation process.

Task Area 3: Program and Policy Support Services

- 3.a Coordinate and participate in weekly SDCP team calls as well as with member cities' staff to support project management, decision-making, and completion of various action items.
- 3.b Provide services at request of Interim/Chief Executive Officer related to the scheduling of meetings and other administrative tasks related to the Board of Directors, interim staff, vendors, committee members and stakeholders.
- 3.c Organize and post public-facing documents online and/or in person for all Brown Act complaint meetings of San Diego Community Power, including the Board of Directors, Finance and Risk Management Committee, and the Community Advisory Committee.

- 3.d Provide coordination services for vendor RFPs and contract support services as may be needed.
- 3.e Provide services to SDCP related to the Community Advisory Committee, including coordinating draft agendas with CAC Chair, ensure virtual meeting software system is up to standard, and provide information to be shared between the CAC and the SDCP Board as well as its executive leadership.
- 3.f Provide preliminary services to SDCP relating to a potential internship program. Services may include creation of an internship application, outline of review process, candidate review, and coordinating outreach to local universities.
- 3.g Provide communication support services in the form of press releases, social media posts and engagement, as well as op-eds. Support Interim/Chief Executive Officer with received media requests for interviews/quotes.
- 3.h Provide services related to SDCP relations with local government agencies, community-based organizations, as well as the private sector. Provide services related to developing and maintaining professional relationships with other load-serving entities, CCAs, CAISO, the CPUC, the CEC, and private energy developers.
- 3.i Monitor relevant local, regional, and federal news as well as policy developments that may impact SDCP, helping to develop strategies to address them.
- 3.j Provide policy support services to SDCP, including preparation or review of policy reports and fact sheets in support of SDCP policy efforts. Draft SDCP-specific messaging for presentations, talking points, and speeches on SDCP matters as necessary.
- 3.k Work with consultants and/or internal staff to utilize data programs including but not limited to: GIS, to create maps of SDCP's jurisdictions displaying demographic makeup, load by city, and other topics as may arise; Python/Excel, to create data visualizations and crunching of big datasets; Google Earth Engine, to utilize satellite imagery that would help display different topics of interest for SDCP.
- 3.l Provide other services as requested by SDCP related to the launch of SDCP.

EXHIBIT B

2020 COMPENSATION AND BILLING RATES

Name	Title	Hourly Rate
Shawn Marshall	Executive Director	\$170.00
Alison Elliott	Administrative/Communications	\$65.00 (Admin)/\$100 (Web design)
Sebastian Sarria	Program and Policy Coordinator	\$53.00

Rates include all indirect expenses such as office expense, insurance, communications, supplies, et al. They do not include travel and other out of pocket expenses such as printing or website design.

An additional 3% will be added to the hourly fee for services provided by the Program and Policy Coordinator starting in August 2020 to compensate LEAN Energy for subconsultant contract management.

LEAN's work is offered on a time and materials basis within a not-to-exceed budget cap of \$150,000 through the contract period. Hours and expenses will be billed monthly and Client will be notified well in advance if the project is approaching the budget cap.

SAN DIEGO COMMUNITY POWER
Staff Report – Item 4

To: San Diego Community Power Board of Directors

From: Ryan Baron, SDCP General Counsel
Nicholaus Norvell, SDCP Assistant General Counsel

Subject: SDCP Public Records Request Policy

Date: July 23, 2020

Recommendation

Adopt the attached SDCP Public Records Request Policy.

Background

Like all California local public agencies, SDCP is required by the California Public Records Act (Gov. Code § 6250 *et seq.*) to make available for inspection and copying any SDCP records that are not otherwise exempt from disclosure under state or federal law.

Analysis and Discussion

Generally, a local agency's clerk, secretary, or administrative services department handles Public Records Act requests received by the agency. However, from time to time, various agency staff members may receive requests for copies of agency records, and this at times may create confusion for staff members who are unfamiliar with the Public Records Act. Because the Public Records Act sets forth specific time frames that apply to responding to such requests, consistency in handling all Public Records Act requests is important.

Accordingly, to avoid potential problems, to create efficiencies and transparency in the handling of Public Records Act requests, and to provide guidance to both SDCP employees and the public regarding such requests, the attached Public Records Act policy has been prepared to establish procedures for handling requests for inspection and/or copying of official SDCP records. The policy is designed to comply with the Public Records Act and all applicable laws pertaining to disclosure of public records. If any provision of the policy conflicts with applicable state or federal law, the applicable law shall prevail. The policy also establishes duplication fees for providing copies of SDCP records, including 10 cents per page for black and white copies, 25 cents for color copies, and actual cost to SDCP for other types of duplication or production.

Fiscal Impact

None.

Attachments

Attachment A: Public Record Request Policy

San Diego Community Power

Public Record Request Policy

Purpose

This Policy sets forth San Diego Community Power's policies and procedures for handling requests to inspect and/or copy public records. This Policy is intended to comply with the California Public Records Act (Gov. Code § 6250 *et seq.*) and all applicable laws pertaining to disclosure of public records. If any provision of this Policy conflicts with applicable state or federal law, the applicable law shall prevail.

Policy

1. Definitions

As used in this Policy, the following terms shall have the following meanings:

- (a) "Person" means any natural person, corporation, partnership, limited liability company, firm, or association.
- (b) "Public records" means any writing containing information relating to the conduct of SDCP's business prepared, owned, used, or retained by SDCP regardless of physical form or characteristics; provided, however that such writings may be exempt from disclosure and/or deemed not to be "public records" pursuant to this Policy and the Public Records Act (Government Code § 6250 *et seq.*).
- (c) "Requester" shall mean a person, or representative of a person, who has submitted a request for records to SDCP by mail, fax, e-mail, telephone or in person.
- (d) "SDCP" means San Diego Community Power.
- (e) "Writing" means any handwriting, typewriting, printing, photostating, photographing, photocopying, transmitting by electronic mail or facsimile, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof, and any record thereby created, regardless of the manner in which the record has been stored.

2. Requests to Inspect and/or Make Copies

- a. General. Disclosable public records of SDCP are open to inspection and copies of disclosable public records may be obtained by any person at all times during the normal business hours of SDCP offices in accordance with this Policy and the

Public Records Act (Government Code § 6250 et seq.). All requests for records must be submitted to SDCP's Board Secretary or his or her designee during normal business hours when SDCP offices are open. (Gov. Code § 6253, subds (a), (e).) Any request for records and any responsive records may be subject to review by SDCP's legal counsel prior to any inspection of the records or delivery of copies. Payment of fees is required before any copies are prepared and/or transmitted, as noted in Section 5 below.

- b. Written Requests. SDCP encourages members of the public to submit requests in writing to SDCP offices, preferably using the Public Record Request form attached as Exhibit "A" to this Policy, to reduce misunderstandings and allow SDCP staff to timely respond with greater efficiency. SDCP staff will explain the public records request procedures, explain any applicable fees, and transmit Exhibits "A" and "B" to the requester.
- c. Oral Requests. SDCP will not deny a request solely because it is not submitted in writing. Oral requests for records (in person or by telephone) will only be accepted through the SDCP Board Secretary or his or her designee during normal business hours when SDCP offices are open. SDCP personnel in other departments who receive oral requests for records will direct the requester to contact SDCP's Board Secretary or his or her designee. The Board Secretary or his or her designee will explain the records request procedure, describe applicable fees, and fill out a Public Records Request form to document the request (Exhibit "A").
- d. Requests Should Clearly Identify Records. The requester should specify the records to be inspected and/or copied with sufficient detail to enable staff to identify particular records. If the request seems ambiguous or unfocused, SDCP staff members will make a reasonable effort to obtain additional clarifying information from the requester that will help identify a record or records. Pursuant to Government Code Section 6253.1, SDCP staff members shall do all of the following, to the extent reasonable under the circumstances:
 - i. Assist the member of the public to identify records and information that are responsive to the request or to the purpose of the request, if stated;
 - ii. Describe the information technology and physical location in which the records exist; and
 - iii. Provide suggestions for overcoming any practical basis for denying access to the records or information sought.

3. Determination on Records Request; Time Extensions

Upon a request to inspect or copy records, SDCP shall, within ten (10) days from receipt of the request, determine whether the request, in whole or in part, seeks disclosable public records in the possession of SDCP. SDCP staff members shall promptly notify the person making the request of SDCP's determination and the reasons for the determination. In unusual circumstances, the time limit for providing the determination on a records request may be extended by written notice to the person making the request, setting forth the reasons for the extension and the date on which a determination is expected to be provided. Any extension of time will not last more than fourteen (14) calendar days. A response to a written request for inspection or copies of public records that includes a determination that the request is denied, in whole or in part, shall be in writing. As used in this Policy and pursuant to Government Code section 6253, subdivision (c), "unusual circumstances" means the following, but only to the extent reasonably necessary to the proper processing of the particular request:

- (a) The need to search for and collect the requested records from field facilities or other establishments that are separate from the office processing the request.
- (b) The need to search for, collect, and appropriately examine a voluminous amount of separate and distinct records that are demanded in a single request.
- (c) The need for consultation, which shall be conducted with all practicable speed, with another agency having substantial interest in the determination of the request or among two or more components of SDCP having substantial subject matter interest therein.
- (d) The need to compile data, to write programming language or a computer program, or to construct a computer report to extract data.

4. Records Exempt from Disclosure

Certain records may be exempt from disclosure to the public by law. Exempt records include, but are not limited to, the following:

- a. Preliminary drafts, notes, interagency, or intra-agency memoranda which are not retained by SDCP in the ordinary course of business, provided that the public interest in withholding such records clearly outweighs the public interest in disclosure. (Gov. Code § 6254, subd. (a).)
- b. Records pertaining to pending litigation to which SDCP is a party, or to claims made pursuant to Division 3.6 (commencing with Section 810) of Title 1 of the Government Code, until such pending litigation or claim has been finally adjudicated or otherwise settled. (Gov. Code § 6254, subd. (b).)
- c. Personnel, medical, or similar files, the disclosure of which would constitute an unwarranted invasion of personal privacy. (Gov. Code § 6354, subd. (c).)

- d. Geological and geophysical data, plant production data, and similar information relating to utility systems development, or market or crop reports, that are obtained in confidence from any person. (Gov. Code § 6254, subd. (e).)
- e. The contents of real estate appraisals, engineering or feasibility estimates, and evaluations made for or by SDCP relative to the acquisition of property, or to prospective public supply and construction contracts, until all of the property has been acquired or all of the contract agreements are obtained; provided that the law of eminent domain shall not be affected by this provision. (Gov. Code § 6254, subd. (h).)
- f. Records the disclosure of which is exempt or prohibited pursuant to federal or state law (e.g., attorney-client privilege under the California Evidence Code). (Gov. Code § 6254, subd. (k).)
- g. The name, credit history, utility usage data, home address, or telephone number of utility customers of SDCP, except that disclosure of name, utility usage data, and the home address of utility customers of SDCP shall be made available upon request as follows:
 - i. To an agent or authorized family member of the person to whom the information pertains.
 - ii. To an officer or employee of another governmental agency when necessary for the performance of its official duties.
 - iii. Upon court order or the request of a law enforcement agency relative to an ongoing investigation.
 - iv. Upon determination by SDCP that the utility customer who is the subject of the request has used utility services in a manner inconsistent with applicable local utility usage policies.
 - v. Upon determination by SDCP that the utility customer who is the subject of the request is an elected or appointed official with authority to determine the utility usage policies of SDCP, provided that the home address of an appointed official shall not be disclosed without his or her consent.
 - vi. Upon determination by the local agency that the public interest in disclosure of the information clearly outweighs the public interest in nondisclosure. (Gov. Code § 6254.16.)
- h. Computer software developed by a state or local agency is not itself a public record. (Gov. Code § 6254.9.)

- i. The records made, if any, of closed sessions, along with any confidential information that has been acquired by being present in a closed session, are not public records subject to inspection, to the extent permitted by the Ralph M. Brown Act and the Public Records Act. (Gov. Code §§ 54957.2, 54963.)
- j. Information security records (records that reveal vulnerabilities to, or otherwise increase the potential for an attack on, an information technology system of a public agency) (e.g., a “cyber attack”). (Gov. Code § 6254.19.)
- k. Social security numbers – State law requires local agencies to redact social security numbers from records before disclosing such records to the public. (Gov. Code § 6254.29.)
- l. Records for which SDCP determines, based the facts of the particular case, that the public interest served by not disclosing the record clearly outweighs the public interest served by disclosure of the record. (Gov. Code § 6255, subd. (a).)

The above-noted partial list of exemptions is subject to existing State and federal law, and any changes, additional exemptions, and/or provisions for not considering records as public records in the law are automatically incorporated into this Policy.

Any disclosable portion of a record that can be reasonably separated from portions of the record that are exempt by law shall be made available for inspection and/or copying after the exempt portions have been redacted.

5. Payment of Fees for Copies

SDCP shall charge fees for copies or certified copies of identifiable public records or information as set forth in Exhibit "B."

Copies of requested records will be provided after payment of fees is received by SDCP. Any person in attendance at an inspection of SDCP records may request a copy of any disclosable record being inspected. Upon payment of the applicable fees, SDCP's Board Secretary or his or her designee will prepare copies of the requested records. If a large number of copies is requested after a records inspection, SDCP staff may require reasonable additional time to make the requested copies.

EXHIBIT "A"

PUBLIC RECORD REQUEST FORM

Date of Request: _____

In accordance with the California Public Records Act (Gov. Code § 6250 et seq.), I am requesting to (check one):

☐ inspect the following public records ☐ receive copies of the following public records

Requests may be submitted to info@sdcommunitypower.org or (858) 492-6005.

[Please provide sufficient detail to assist in locating the public records you are seeking]

Type of Record(s): _____

Date or Date Range of Records: _____

Additional Information: _____

I understand that SDCP will respond to all Public Records Act requests in compliance with State law.

For copies of public records, I understand SDCP's copying fees will apply or statutory fees for copying may apply. I understand that I will be responsible for payment of all copying fees in advance of delivery of any requested copies. I also understand that SDCP has 10 days to determine if the request seeks disclosable records in SDCP's possession. In some instances, the time may be extended by written notice if additional time is required to search for and collect the requested information. If more than fifty (50) pages are requested, SDCP may require a deposit before making copies.

Name/Signature of Requester (Optional) _____

Address: _____

E-Mail: _____

Phone: _____

EXHIBIT "B"

PUBLIC RECORDS REQUEST

SCHEDULE OF SDCP COPYING FEES

Description	Price
Black & White Copy Price per Page – Standard Letter Size (8 1/2" x 11")	10¢ per page
Color Copy Price per Page – Standard Letter Size (8 1/2" x 11")	25¢ per page
Copy charges for oversized or other documents/formats that must be outsourced for duplication/reproduction	Actual cost
Price for public records in electronic format, including DVD of public meetings, when requested in electronic format, shall be calculated by SDCP in accordance with Government Code Section 6253.9, as it may be amended from time to time.	Per Gov. Code Section 6253.9
Note : Payment is required in advance of delivery of any requested records.	

All fees are in compliance with SDCP's fee schedule and are subject to change as the fee schedule is updated.

SAN DIEGO COMMUNITY POWER
Staff Report – Item 5

To: San Diego Community Power Board of Directors

From: Cody Hooven, SDCP Interim Executive Officer
Director/Chief Sustainability Officer, City of San Diego

Subject: Discuss and Consider Potential Actions Relating to the City of San Diego's Franchise Fee Agreement Negotiation

Date: July 23, 2020

Recommendation

1. Discuss and consider Community Advisory Committee recommendation to provide input to the City of San Diego regarding the City's Franchise Fee Agreement.
2. Discuss and consider Community Advisory Committee recommendation for SDCP to join the Coalition for Better Franchise Agreements.

Background

The Community Advisory Committee (CAC) voted at their July 17th meeting to recommend that several actions be made by the Board of Directors regarding the City of San Diego's electric and gas franchise agreements. First, they adopted a letter outlining their proposal for a letter (Attachment A). This item was brought forward by Matthew Vasilakis, representative from the City of San Diego to the CAC. Mr. Vasilakis works for Climate Action Campaign, a member of the Coalition for Better Franchise Agreements. Second, they voted to request the Board approve SDCP joining the Coalition for Better Franchise Agreements.

Analysis and Discussion

The City of San Diego (City) entered into 50-year franchises for gas and electric services with San Diego Gas & Electric (SDG&E) in 1970. The franchises are set to expire in January 2021. This is a policy item of interest to SDCP as the City of San Diego makes up a large percentage of SDCP's projected load (and thus, a large component of the customer data) and has a relatively large geographic footprint. In April of this year, the Board invited City of San Diego representative Lee Friedman to give an educational presentation on the franchise fee negotiations.

The San Diego City Council is expected to act on this item in August. At that meeting, San Diego City Council will approve the preferred terms to be included in the proposed franchise agreements as part of the Invitation to Bid that will be sent to prospective bidders.

Staff see value in SDCP providing input to the City of San Diego on this issue. While there are many issues that are important for the City of San Diego to consider, staff recommend limiting comments to items that have a direct and immediate nexus to SDCP's business. Staff seek approval of the following language to be included in a letter that will be sent to the San Diego City Council and Mayor. Staff included some of the points recommended by the CAC as well as additional points directly relevant to SDCP.

- Incorporate the state CCA Code of Conduct and commit to meeting the City's renewable energy and climate goals.
- Adopt a rooftop solar Code of Conduct to protect the community's local solar and battery build out opportunities.
- The Utility Operator must be subject to an annual performance audit that reviews all key terms of the franchise agreements and be held accountable if found in violation of the agreements.
- The Utility Operator will always seek to generate the highest value for all energy products it must liquidate as a result of departing load and seek to minimize the Power Charge Indifference Adjustment, or PCIA, as a top priority. The Utility Operator will meet on a regular basis with the City and SDCP and provide evidence of compliance with this requirement.
- The Utility Operator will ensure SDCP has "real-time" access to all data needed to implement its business functions and operational mandates, including access to Distributed Energy Resources (DER) data, transmission and distribution level data such as substation load capacity and forecasted shifts due to COVID-19 or other causes, load capacity of transmission and distribution lines within SDG&E's service territory, and data for improved ratemaking forecasts due to PCIA changes, and Advanced Metering Infrastructure (AMI) data for settlement purposes
- The Utility Operator should execute an MOU with the City and SDCP that requires the Utility Operator to implement CCA Operational best practices identified by SDCP and the City. This MOU should first be established within 12 months of the franchise agreement approval by City Council and updated annually after that.
- The Utility Operator will ensure all programs and services, including the ability to access the Utility Operators online web portal is available to all customers, including SDCP customers, and there is no difference in customer experience, data availability or program eligibility. Any deviation from this must be discussed with SDCP and best efforts must be made to comply.

The Community Advisory Committee also voted to recommend that the Board approve joining the Coalition for Better Franchise Agreements. Staff recommend against this action as joining a coalition entails regular meetings to ensure agreement is reached amongst the members, review of shared documents, etc. At this time, staff do not have the capacity to join.

Fiscal Impact

None.

Attachments

Attachment A: Community Advisory Committee Letter to the SDCP Board of Directors
Recommending Action on the City of San Diego's Franchise Fee Agreement.

July 17, 2020

Dear Board Chair and Boardmembers,

The Community Advisory Committee asks San Diego Community Power to urge the City of San Diego to secure the best deal for ratepayers and the community on the upcoming San Diego electric and gas Franchise Agreements. These agreements will have a direct impact on the launch and operations of SDCP, and our region's energy system. We ask that the Board to recommend the following terms and provisions:

- **Cooperation Requirements-** Incorporate the state CCA Code of Conduct, require data requests to be completed in an express, timely manner with the City, and commit to meeting the City's clean energy and climate goals.
- **Support Local Clean Energy-** Adopt a rooftop solar Code of Conduct to protect the community's local solar and battery build out opportunities.
- **Rate Relief-** The City must do everything in its power to reduce electricity fees, currently the highest in the state, for residents and businesses.
- **Fair Compensation-** The City must be fairly compensated for leasing its real estate, at fair market value, with collected funds dedicated toward equitable clean energy projects and related programs. This compensation must be paid by the utility company, not ratepayers.
- **5-Year Term-** The agreements must not extend beyond 5-years to provide for regular evaluation, and adaptation to rapidly changing regulations, technologies and climate.
- **Strong Worker Protections-** The utility workforce must be protected, have the same standards, benefits and wages, and the right to unionize if they so choose.
- **Accountability and Transparency-** The utility must be subject to an annual performance audit, and be held accountable if found in violation of the agreement.

With these terms and provisions, the City of San Diego can advance a clean energy future for the city and region, and help San Diego Community Power be even more successful. Please elevate San Diego Community Power's voice in this important conversation. We look forward to securing the best deal on these agreements.

Sincerely,



Chair Edie Price
SDCP Community Advisory Committee

SAN DIEGO COMMUNITY POWER
Staff Report – Item 6

To: San Diego Community Power Board of Directors

From: Cody Hooven, SDCP Interim Executive Officer
Director/Chief Sustainability Officer, City of San Diego

Subject: Approval of the Community Advisory Committee Standard Operating Procedures

Date: July 23, 2020

Recommendation

Adopt standard operating procedures for the Community Advisory Committee.

Background

The Community Advisory Committee (CAC) was established by the Board to represent the interests of the community as well as provide an avenue for feedback and input. In establishing the CAC, the Board also adopted its Scope of Work. To further guide the work and functions of the CAC, staff presented a draft Standards of Operating Procedure (SOP) for the Board's review at the June meeting. Since then, staff has received further input from the CAC at its most recent meeting on July 17th.

Analysis and Discussion

Since this item was brought to the Board for review at last month's meeting, there have been a few but notable changes. To recap, here are the items found in the procedures document:

- Running CAC meetings
- Interacting with SDCP staff
- Interacting with SDCP Board of Directors
- Interacting with the Media
- Communications with External Agencies - new
- Adding Agenda Items to Board of Directors Meetings
- Adding Agenda Items to CAC Meetings
- Requesting Information to Support CAC Work - updated
- Creating Ad-Hoc or Subcommittees
- Updating the CAC Work Plan - updated
- Conducting Outreach and Representing SDCP to the Community - updated
- Resignation or Removal

Communications with External Agencies – As noted in the SDCP JPA Agreement, the CAC is an advisory committee to the Board of Directors. Consistent with that provision, the draft Standard Operating Procedures provide that the CAC shall not comment or provide similar communications to external agencies on behalf of SDCP or the CAC, but may provide recommendations for the Board to consider. The procedures state that this provision does not prevent CAC members from providing comments to other agencies in their personal capacities.

Requesting Information to Support CAC Work – This section has been revised to note that independent of a formal request for information from the CAC, individual CAC members may request information in accordance with the California Public Records Act.

Updating the CAC Work Plan – This section now states that the CAC Work Plan shall be approved by the SDCP Board of Directors.

Conducting Outreach and Representing SDCP to the Community – This section has also been revised to state that the CAC will create and maintain a Community-Member Communications Guidelines document that describes best practices for CAC members to engage with the community they represent. This document shall also address in more detail how CAC members will represent SDCP to other agencies, including member cities, regulators, and legislators.

Fiscal Impact

Cost of this action may include staff time to fulfill the contents of the standards operating procedures.

Attachments

Attachment A: Draft Standard Operating Procedures

Community Advisory Committee

Standard Operating Procedures

The purpose of the San Diego Community Power (SDCP) Community Advisory Committee is to advise the SDCP Board of Directors on the operation of its Community Choice Aggregation program and provide a venue for ongoing citizen support and engagement, as stated in section 5.10.3 of the SDCP Joint Powers Authority (JPA) Agreement.

This document provides policies and procedures for the Community Advisory Committee (CAC) on how the CAC operates and interacts with SDCP staff and the Board. The following procedures are included:

- Running CAC meetings
- Interacting with SDCP Staff
- Interacting with SDCP Board of Directors
- Interacting with the Media
- Communications with External Agencies
- Adding Agenda Items to Board of Directors Meetings
- Adding Agenda Items to Community Advisory Committee Meetings
- Requesting Information to Support CAC Work
- Creating Ad-Hoc or Subcommittees
- Updating the CAC Work Plan
- Conducting Outreach and Representing SDCP to the Community
- Resignation or Removal

Running CAC Meetings

Meetings of the CAC will comply with the Ralph M. Brown Act (Government Code § 54950, *et seq.*) and the CAC will only conduct business when a quorum consisting of more than 50% of the appointed CAC members are present. Due to the stay-at-home order, meetings will be via Zoom until further notice. The CAC may act by motions approved by a majority of the quorum present at a meeting. Motions resulting in a tie vote or less than a majority will represent a failed motion.

Responsibilities:

- Chair:
 - Serve as the primary liaison and spokesperson for the CAC
 - Support SDCP Staff with setting the CAC agenda
 - Guide the CAC in developing an annual workplan consistent with the CAC scope and supported by the Board of Directors
 - Determine if meetings are required or if a meeting should be canceled

- Run CAC meetings (ensure that all CAC members and community are heard, work to keep meetings to allotted time, as well as manage public comment submissions)
- Determine which specific agenda items from the upcoming Board of Directors meeting will be prioritized during the CAC meeting
- Work with staff to gain access to Zoom in hosting the CAC meetings. In the event that stay-at-home orders are lifted and an in-person meeting is necessary, the Chair will work with staff to determine a suitable meeting location
- Represent the CAC to the Board to provide updates, submit information, or respond to Board requests
- Represent the CAC to other organizations or at events, as appropriate
- Vice-Chair: Take over the CAC Chair responsibilities in the event the Chair is not available
- Secretary:
 - Take attendance and meeting notes
 - Work with SDCP staff to ensure meeting agendas are finalized and posted online
- Members:
 - Attend each meeting or inform SDCP staff and the CAC Chair if they will be late or absent
 - Review any information provided in advance and come to the meeting prepared
 - If requested and where feasible, participate in sub- or ad-hoc work groups that may be established to cover specific topics
 - Represent the interests of their communities at the CAC and share information about the CAC with their communities
- SDCP Staff:
 - Create a draft agenda for each meeting and finalize with CAC Chair
 - Notice CAC meeting according to Brown Act requirements
 - Support Secretary in posting the CAC meeting agenda at least 72 hours before a regular CAC meeting or 24 hours before a special meeting
 - Provide general support and respond to questions during CAC meetings as needed
 - Communicate any CAC recommendations to the Board so they have a chance to review prior to Board of Directors meetings

The CAC will seek consensus where possible. Where consensus is not reached, the Chair will seek to communicate diverging views in delivery of the recommendation to the Board.

Election of Officers

Officers may be nominated or self-nominated and elected every July meeting by a simple majority vote of the CAC. The terms will be for each calendar year, with the option for officers to be re-elected for up to three terms. Representatives required for a singular function or service may be nominated or self-nominated and elected by a simple majority vote of the CAC when the need arises, for a term defined by the singular function or service.

Interacting with SDCP Staff

The CAC Chair is the primary liaison to SDCP staff for all matters related to the CAC.

Interacting with SDCP Board of Directors

The CAC Chair is the primary liaison to SDCP staff and the Board for all matters related to the CAC. It should also be noted that the CAC Chair may also be called upon by the Board Chair to speak on various matters.

Interacting with the Media

Any media inquiries that CAC members receive shall be redirected to SDCP Staff.

Communications with External Agencies

Section 5.10.3 of the SDCP JPA Agreement states that the CAC is an advisory body to the SDCP Board of Directors. Accordingly, the CAC shall not provide comments or similar communications on behalf of SDCP or the CAC to external agencies on its own. However, the CAC may provide recommendations on external matters for the Board to consider.

This provision does not limit or affect the right of individual members of the CAC to communicate with external agencies in their personal, non-CAC capacities.

Adding Agenda Items to Board of Directors Meetings

There are two ways that the CAC may bring items to the attention of the Board at a Board meeting:

1. **Standing Board Agenda Item:** CAC Report. The CAC report may be a standing item on the Board agenda, in which the CAC Chair or CEO reports on updates related to a recent CAC meeting. Consistent with the Brown Act, items raised during the CAC report may not result in extended discussion or action by the Board unless agendaized for a future meeting.
2. **Suggesting Board Agenda Items:** The CAC may suggest agenda items for a Board of Directors meeting agenda. Such agenda items would allow extended discussion or action by the Board. These must have prior approval of the SDCP Chief Executive Officer and the Chair of the Board of Directors to be added onto

the agenda. If approval is provided, staff must be given at least 5 days before the date of the Board meeting to work with the CAC to draft any memos and materials necessary.

Adding Agenda Items to Community Advisory Committee Meetings

CAC members shall suggest agenda items be added to CAC meetings by sending them to the Chair and the Chief Executive Officer (or other designated staff member assisting the CAC). This will create a streamlined process where the Chair and SDCP staff can collect these requests and discuss them for final inclusion on the CAC agenda.

Requesting Information to Support CAC Work

The CAC may make formal requests for information from SDCP staff in support of the CAC's annual workplan and agenda items, and SDCP staff shall make every reasonable effort to provide requested information in a timely fashion in order to allow the CAC to make the most informed decision possible.

Notwithstanding the foregoing, requests by the CAC for information and/or research will be channeled through the Chief Executive Officer, and any requests for information and/or research that entail substantial staff time or cost will be channeled through the Board for the Board's consideration and formal direction.

Independent of a formal request for information from the CAC, individual CAC members may request information, which will be provided in accordance with the California Public Records Act.

Creating Ad-Hoc or Subcommittees

The CAC may create ad-hoc committees or subcommittees to address issues more in depth outside of CAC meetings and bring findings or recommendations back to the full CAC.

Ad-Hoc committees are temporary committees appointed for a specific purpose, such as updating the work plan. The CAC may establish temporary ad hoc advisory committees that: (a) are composed of less than a quorum of the CAC, (b) have no continuing subject matter jurisdiction, and (c) have no meeting schedule fixed by motion or other formal action of the CAC. Such temporary ad-hoc committees are not subject to Brown Act noticing and meeting requirements.

Standing subcommittees are permanent subcommittees created to review long-term issues, such as rates or budget. Because meetings of such subcommittees must be publicly noticed and agendaized consistent with the Brown Act (and therefore require SDCP staff time), CAC requests to establish subcommittees are subject to Board approval and direction.

The CAC Chair will seek volunteers during a CAC meeting to form an ad-hoc or subcommittee. The CAC Chair will work to ensure all CAC members have a chance to participate on various groups as formed throughout the year.

Creating and Updating the Work Plan

The CAC will adopt a Work Plan that aligns with the CAC scope provided by the Board of Directors. This shall be updated annually from the date that the first version is adopted. The Work Plan shall be approved the Board.

Conducting Outreach and Representing SDCP to the Community

The CAC Scope of Work states that Community Advisory Committee will, under the direction of the SDCP Board of Directors and authorized SDCP staff: “plan for and engage in community events and special projects as appropriate; and, serve as an information-channel back to their communities.”

The CAC Chair may speak on SDCP matters to local community organizations with prior approval of staff. This includes the approval of talking points and presentation slides (if to be used). For other CAC members, they may speak as individual members of the CAC, but may not represent themselves as speaking on behalf of the CAC as a body or on behalf of SDCP as an entity. This may differ if there is a uniform decision made by the CAC on which its members can speak on behalf of the CAC as a whole, and should be coordinated with SDCP staff.

Lastly, the CAC will create and maintain a Community-Member Communications Guidelines document that describes best practices for CAC members to engage with the community that they represent. This guidelines document shall also address in more detail how CAC members will represent SDCP to other agencies, including member cities, regulators, and legislators. The guidelines document will be consistent with these Standard Operating Procedures.

Resignation and Removal

CAC members may resign their position by sending a written resignation letter addressed to the Board of Directors.

CAC members may be removed by a majority vote of the Board of Directors, or as indicated below.

If a CAC member is absent for three (3) consecutive meetings, unless excused for good cause by the Chair of the Board, SDCP staff will contact the Member by phone or in writing and inform them of this provision. If the member misses a fourth (4th) consecutive meeting, they may be removed through a written notification from the Chair of the Board.

If a CAC member ceases to reside within the Member Agency service area from which they were appointed, the member is deemed to have resigned their CAC membership.