



## **DESERT COMMUNITY ENERGY BOARD REVISED\* MEETING AGENDA**

**Monday, October 21, 2019  
2:30 PM**

**Coachella Valley Association of Governments  
73-710 Fred Waring Drive, Suite 200, MSW  
Palm Desert, CA  
760-346-1127**

*\*Items 6A and 6B have been revised and Item 6D has been added*

THIS MEETING IS HANDICAPPED ACCESSIBLE.  
ACTION MAY RESULT ON ANY ITEMS ON THIS AGENDA.

1. **CALL TO ORDER**
2. **ROLL CALL**
  - A. **Member Roster** [P3](#)
3. **PUBLIC COMMENTS ON AGENDA ITEMS**

Any person wishing to address the Desert Community Energy Board on items on this agenda may do so at this time. Please limit comments to 3 minutes.
4. **BOARD MEMBER / DIRECTOR COMMENTS**
5. **CONSENT CALENDAR**
  - A. **Approve Minutes from Board Meeting of September 16, 2019** [P4](#)
6. **DISCUSSION / ACTION**
  - A. **CARE / FERA Program Update & Services Agreement with Lift to Rise – Benjamin Druyon** [P7](#)

**Recommendation:** Approve Service Agreement with Lift To Rise for Implementation of the CARE/FERA Enhanced Enrollment program, from January 1, 2020 to December 30, 2021, for an amount not to exceed \$336,000, plus a \$40 per enrollee performance-based incentive
  - B. **Community Advisory Committee Appointments to Fill Vacancies– Benjamin Druyon** [P26](#)

**Recommendation:** Approve three appointees to the Community Advisory Committee to fill vacancies for Cathedral City and Palm Springs

**C. DCE Program Launch and Activities Update – Katie Barrows**

[P31](#)

**Recommendation:** Information only

**D. Election of DCE Board of Directors Chair and Vice Chair – Tom Kirk**

**Recommendation:** Elect a Chair and Vice Chair

**7. INFORMATION**

**A. Attendance Record**

[P32](#)

**B. Unaudited Balance Sheet & Financial Statement, July 1, 2019 – September 30, 2019**

[P33](#)

**8. PUBLIC COMMENTS ON NON-AGENDA ITEMS**

Any person wishing to address the Board on items not appearing on this agenda may do so at this time. Please limit comments to 2 minutes.

**9. ANNOUNCEMENTS**

Next DCE Board Meeting: November 18, 2019 at 2:30 pm

**10. ADJOURN**

**ITEM 2A**

**Desert Community Energy Board  
Member Roster  
2019-2020**



<b>VOTING MEMBERS</b>	
City of Cathedral City	<b>Mayor Pro Tem John Aguilar</b> <b><i>Alternate: Councilmember Raymond Gregory</i></b>
City of Palm Desert	<b>Councilmember Sabby Jonathan, Chair</b> <b><i>Alternate: Councilmember Kathleen Kelly</i></b>
City of Palm Springs	<b>Mayor Pro Tem Geoff Kors, Vice Chair</b> <b><i>Alternate: Councilmember Lisa Middleton</i></b>

<b>NON-VOTING MEMBER</b>	
City of Desert Hot Springs	<b>Vacant</b>

<b>STAFF</b>	
Tom Kirk, Executive Director	
Katie Barrows, Director of Energy & Environmental Resources	
Benjamin Druyon, Management Analyst	
Libby Carlson, Program Assistant	

## **ITEM 5A**

### **Desert Community Energy Board Meeting Minutes September 16, 2019**



*The audio file for this committee can be found at: <http://www.cvag.org/audio.htm>*

#### **1. CALL TO ORDER**

The meeting of the DCE Board was called to order by Chair Jonathan at 2:31pm at 73-710 Fred Waring Drive, Palm Desert, California.

#### **2. ROLL CALL**

Roll call was taken and it was determined that a quorum was present.

##### **Members Present**

Mayor Pro Tem John Aguilar  
Councilmember Sabby Jonathan, Chair  
Mayor Pro Tem Geoff Kors, Vice Chair

##### **Agency**

City of Cathedral City  
City of Palm Desert  
City of Palm Springs

##### **Others Present**

Councilmember Kathleen Kelly  
Charlie McClendon  
Ryan Stendell  
Patrick Tallarico  
Kim Floyd  
David Freedman  
Lani Miller  
Brad Anderson  
Julie Weigand  
Elizabeth Catanesi  
Heather Vaikona  
Jocelyn Vargas

City of Palm Desert  
City of Cathedral City  
City of Palm Desert  
City of Palm Springs  
Sierra Club  
DCE Community Advisory Committee  
DCE Community Advisory Committee

Richard Heath & Associates  
Richard Heath & Associates  
Lift to Rise  
Lift to Rise

##### **DCE Staff & Consultants**

Tom Kirk  
Katie Barrows  
Benjamin Druyon  
Libby Carlson  
Erica Felci

#### **3. PUBLIC COMMENTS ON AGENDA ITEMS - None.**

#### **4. BOARD MEMBER / DIRECTOR COMMENTS – None.**

#### **5. CONSENT CALENDAR**

**A. Approve Minutes from Board Meetings of June 17 and July 31, 2019**

**IT WAS MOVED BY VICE CHAIR KORS AND SECONDED BY MAYOR PRO TEM AGUILAR TO APPROVE THE BOARD MEETING MINUTES OF JUNE 17, 2019.**

**THE MOTION CARRIED UNANIMOUSLY.**

Mayor Pro Tem Aguilar	Aye
Chair Jonathan	Aye
Mayor Pro Tem Kors	Aye

**IT WAS MOVED BY CHAIR JONATHAN AND SECONDED BY MAYOR PRO TEM AGUILAR TO APPROVE THE BOARD MEETING MINUTES OF JULY 31, 2019.**

**THE MOTION WAS APPROVED WITH 1 AYE AND 2 ABSTENTIONS.**

Mayor Pro Tem Aguilar	Abstain
Chair Jonathan	Aye
Mayor Pro Tem Kors	Abstain

**6. DISCUSSION / ACTION**

**A. CARE/FERA Enhanced Enrollment Program** – Benjamin Druyon gave an overview of the selection process and interview format.

The Board interviewed Julie Weigand and Elizabeth Catanesi from Richard Heath & Associates, and Heather Vaikona and Jocelyn Vargas from Lift to Rise.

Brad Anderson, member of the public, addressed the Board.

The Board requested that performance-based metrics be included in the contract, and that the contract terms be presented to the Board for approval.

**IT WAS MOVED BY VICE CHAIR KORS AND SECONDED BY CHAIR JONATHAN TO SELECT LIFT TO RISE TO IMPLEMENT THE CARE/FERA ENHANCED ENROLLMENT PROGRAM; AND AUTHORIZE THE EXECUTIVE DIRECTOR TO NEGOTIATE CONTRACT TERMS AND RETURN TO THE BOARD FOR APPROVAL.**

**THE MOTION CARRIED UNANIMOUSLY.**

Mayor Pro Tem Aguilar	Aye
Chair Jonathan	Aye
Mayor Pro Tem Kors	Aye

**B. Amendment #2 to Joint Powers Agreement**

**IT WAS MOVED BY VICE CHAIR KORS AND SECONDED BY MAYOR PRO TEM AGUILAR TO APPROVE AMENDMENT #2 TO THE JOINT POWERS AGREEMENT AND AUTHORIZE THE EXECUTIVE DIRECTOR TO PROCEED WITH ACTIONS NECESSARY TO EFFECT THIS CHANGE.**

**THE MOTION CARRIED UNANIMOUSLY.**

Mayor Pro Tem Aguilar	Aye
Chair Jonathan	Aye
Mayor Pro Tem Kors	Aye

- C. Desert Community Energy Program Launch and Activities Update** – Katie Barrows summarized pre-launch activities and timeline.

**7. INFORMATION**

The following items were submitted for information only:

**A. Attendance Record**

**B. Unaudited Balance Sheet & Financial Statement, April 2018 – June 2019**

**C. Letter Outlining the Planned Scope and Timing of the Audit for Fiscal Year Ending June 30, 2019, Pursuant to Statements on Auditing Standards No. 114 (SAS 114)**

**8. PUBLIC COMMENT ON NON-AGENDA ITEMS**

- Brad Anderson, member of the public, addressed the Board.

**9. ANNOUNCEMENTS**

The next DCE Board meeting is scheduled for Monday, October 21, 2019 at 2:30 pm.

**10. ADJOURN** - The meeting was adjourned at 4:10 pm.

Respectfully submitted,  
Libby Carlson

**Desert Community Energy Board  
October 21, 2019**



**STAFF REPORT**

**Subject:** CARE/FERA Program Services Agreement with Lift To Rise

**Contact:** Benjamin Druyon, Management Analyst, Energy & Environmental Resources  
([bdruyon@cvaq.org](mailto:bdruyon@cvaq.org))

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**Recommendation:** Approve Service Agreement with Lift To Rise for Implementation of the CARE/FERA Enhanced Enrollment program, from January 1, 2020 to December 30, 2021, for \$336,000, plus a \$40 per enrollee performance-based incentive.

**Background:** California Alternate Rates for Energy (CARE<sup>1</sup>) and Family Electric Rate Assistance (FERA) are two CPUC authorized low income assistance programs offered by Southern California Edison (SCE) and SoCalGas. CARE customers receive a savings reduction of up to 30% on their energy bill, while FERA customers can save up to 18%. Customers may qualify for CARE or FERA if someone in their household already participates in a public assistance program, such as CalWorks, food stamps, or Medi-Cal. Customers may also qualify based on household income.

Recent SCE reports to the Low Income Oversight Board (LIOB) and customer data previously provided to DCE by SCE identify a combined total of about 18,500 customers currently enrolled in CARE in Cathedral City, Palm Desert and Palm Springs. Our estimates are that up to 5,000 additional eligible accounts are not enrolled. SCE reports currently about 300 enrolled FERA accounts within DCE member communities and about 3,000 to 4,000 likely qualified additional accounts that are not enrolled. Based on SoCalGas's recent LIOB monthly reporting, there are likely between 500 to 2,500 eligible residential gas accounts that are not enrolled as well.

At both the March 18 and April 15 DCE Board meetings, the Board discussed the possibility for DCE to find ways to increase awareness and participation in the CARE and FERA programs, and staff was directed to move forward with these efforts, including working with the Community Advisory Committee as well as agencies and organizations that could maximize enrollment rates among potential DCE qualified customers.

At the June 17 Board meeting, the Board directed DCE staff to proceed with the release of a Request for Proposals to find a qualified organization to assist with increasing participation in the CARE and FERA programs in DCE's service territory. Five proposals were received and two were selected for interviews.

At the September 16 meeting the Board conducted interviews with two well qualified organizations, Lift To Rise and Richard Heath & Associates, Inc. Lift To Rise was selected as the top choice by the Board. The Board authorized the Executive Director to negotiate a services agreement and bring it back for their consideration at the next meeting.

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<sup>1</sup> CARE/FERA is funded through a rate surcharge paid by all other utility customers. These income limits may be adjusted each year depending on inflation. California has a Low-Income Oversight Board (LIOB), which was established by the Legislature to advise the PUC on energy related low-income assistance programs of utilities under the PUC's jurisdiction.

DCE Staff and Lift To Rise have worked together to develop the attached Services Agreement with a Scope of Work and revised budget. The agreement is for \$456,000 for two years, with an additional performance-based incentive of \$40.00 per successfully enrolled customer, if Lift To Rise reaches their 2-year goal of 3,000. Three examples of performance-based payment levels are illustrated in Exhibit B of the Services Agreement.

During the September 16 interview, the Board expressed interest in Lift To Rise's proposal that a portion of their budget be used to reimburse participating non-profit and charitable organizations for signing up CARE/FERA enrollees. These performance funds would help these organizations, such as Boys & Girls Clubs and senior centers, pay for the staff time and training support that they expend getting people enrolled. This approach will help ensure the long-term sustainability of the program. The proposed budget includes \$120,000 for support funds for participating organizations.

### ***Current Projections:***

Based on previous analysis by DCE's consultant, Don Dame, it was estimated that the average household would save \$744 annually with CARE electric, \$120 annually with CARE gas, and a FERA customer would save \$443 annually on their electric bill. It was further estimated that if 25% of potential eligible customers were to enroll in the CARE and FERA programs, those customers would save a combined annual amount of \$980,000 every year. Enrolling additional qualified residential CARE (gas and electric) and FERA (electric) accounts will not only ease utility cost burdens but allow such savings to be used to meet other needs; food, clothing, transportation.

The proposal submitted by Lift To Rise targets a goal of 50% enrollment of the estimated eligible customers, roughly 3,000 combined CARE & FERA customers, and outlines a plan to make the program sustainable beyond their two-year agreement. According to Don Dame's analysis, the impact of successfully enrolling 50% of eligible CARE/FERA customers amounts to \$1,960,000 of annual savings to those who need relief from high energy bills the most. By investing a little in Lift To Rise now, we can help the community in a much more significant and sustainable way. The program has another benefit in that customers in all DCE member cities will be included in outreach efforts, whether or not DCE has launched and begun serving customers in that city.

### ***Future Projections:***

The investment of using Lift To Rise for 2 years is \$336,000 plus a \$40 per enrollee performance-based incentive but if they are successful and hit the 25% goal in the first year, the customers who need it most will save \$980,000 on their energy bills. If Lift To Rise is again successful the second year and hits their 50% goal, an additional \$1,960,000 will be saved by those newly enrolled customers. That's a total of \$2,940,000 in energy bill savings for a two-year investment of only \$456,000. Looking further forward the intention is for this program to become sustainable long-term. If enrollment stays at the 50% goal after 5 years, DCE's Enhanced Enrollment Program will have saved its customers over \$9,800,000 (see Table 1). The savings climb incredibly if DCE can reach 75% or 100% enrollment participation. DCE focuses on local control and this program offers a tremendous opportunity for low-income customers and the greater Coachella Valley community to reap economic benefits. Table 1 describes the economic impact of this program based on levels of enrollment:

<b>Table 1: Annual CARE/FERA customer combined savings</b>					
	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
Enrollment level					
<b>25% enrollment level</b>	\$ 980,000.00	\$ 1,960,000.00	\$ 2,940,000.00	\$ 3,920,000.00	\$ 4,900,000.00
<b>50% enrollment level</b>	\$ 1,960,000.00	\$ 3,920,000.00	\$ 5,880,000.00	\$ 7,840,000.00	\$ 9,800,000.00
<b>75% enrollment level</b>	\$ 2,940,000.00	\$ 5,880,000.00	\$ 8,820,000.00	\$ 11,760,000.00	\$ 14,700,000.00
<b>100% enrollment level</b>	\$ 3,920,000.00	\$ 7,840,000.00	\$ 11,760,000.00	\$ 15,680,000.00	\$ 19,600,000.00



**Fiscal Analysis:** This Services Agreement will be funded from DCE's available funds at a cost of \$456,000 for the two-year term if the target of 3,000 successful enrollments is achieved. Performance will be reviewed after the first year and termination or other adjustments to the contract could occur then. Under the agreement, DCE agrees to pay LTR a guaranteed amount of \$336,000. On the guaranteed portion, upon receipt of an invoice from LTR, DCE will pay \$28,000.00 for the first month and \$14,000.00 for each subsequent month thereafter for a total amount of \$336,000.00. Aside from the guaranteed amount, DCE also agrees to pay LTR, a Performance-Based amount of \$40 per successful enrollment, upon receipt of an invoice and documents verifying the number of successful enrollees from LTR. The Performance-Based portion will only be invoiced on a quarterly basis. Should LTR achieve their target of 3,000 successful enrollments, they would be paid \$456,000. Of course, if LTR enrolls more customers, let's say 3,600, they would be paid a total of \$480,000 (\$336,000 + \$144,000). Conversely, if they underperform, for example enroll 2,400 customers, they will be paid \$432,000 (\$336,000 + \$96,000). With this up-front investment, DCE staff anticipates longer, and much larger, sustainable return on investment to the community in terms of cost-savings on low-income customers' individual bills.

**Contract Finalization:** The Executive Director and/or legal counsel are authorized to make non-substantive changes or revisions to the agreement as necessary to address minor issues.

**Attachments:**

1. DCE Services Agreement with Lift To Rise

## SERVICES CONTRACT

between

DESERT COMMUNITY ENERGY (DCE)  
and  
LIFT TO RISE

THIS AGREEMENT is made and effective as of October 21, 2019 between the Desert Community Energy ("DCE") and LIFT TO RISE ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

### 1. TERM

This Agreement shall commence on January 1, 2020 and shall remain and continue in effect until tasks described herein are completed, but in no event later than December 30, 2021 unless sooner terminated or extended pursuant to the provisions of this Agreement.

### 2. SERVICES

Consultant shall perform services consistent with the provisions of the Request for Proposals released on July 19, 2019 (the "RFP,") and any modification thereto adopted in writing by the parties and identified herein as an exhibit to this Agreement, upon issuance by DCE of written authority to proceed (a "Work Order") as to either (a) a portion of the work if separate and independent tasks are contemplated or (b) all work if it constitutes a single project.

Except as amended by the exhibits hereto, Consultant is bound by the contents of the RFP and Consultant's response thereto. In the event of conflict, the requirements of this Agreement, including any exhibits, then the Request for Proposals, shall take precedence over those contained in Consultant's response.

The following exhibit(s), which amend or modify the RFP and/or Consultant's response thereto, are attached and incorporated herein by reference:

Exhibit A: Scope of Work

Exhibit B: Price Formula

### 3. PRICE FORMULA

DCE agrees to pay Consultant at the rates set forth in Exhibit B, the Price Formula.

#### 4. PERFORMANCE

Consultant shall at all times faithfully, competently and to the best of its ability, experience, and talent, perform all tasks required hereunder. Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement.

Consultant shall submit informal progress reports to DCE's Project Manager by telephone, e-mail or in person, on a weekly basis, in a form acceptable to DCE, describing the state of work performed. The purpose of the reports is to allow DCE to determine if the contract objectives and activities are being completed in accordance with the agreed upon schedule, and to afford occasions for airing difficulties or special problems encountered.

The Consultant's Project Manager shall meet with the DCE Project Manager as needed.

#### 5. PAYMENT

(a) If independent and separate Work Orders are contemplated, DCE shall pay Consultant upon satisfactory completion of each Work Order; and, unless Consultant provides a performance bond, progress payments will not be made on individual or a collection of Work Orders. If all the work constitutes a single project, Consultant shall submit invoices for work completed on a periodic basis, no more frequently than monthly.

(b) Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth in a duly issued Work Order.

(c) Consultant shall submit invoices for services performed in accordance with the payment rates and terms set forth in Exhibit B. The invoice shall be in a form approved by DCE.

(d) A formal report of tasks performed and tasks in process, in a form acceptable to DCE, shall be attached to each invoice.

(e) All invoices shall be consistent with current progress reports as well as the budget and work schedule set out in the RFP and, if modified or supplemented thereby, the exhibits to this Agreement.

(f) Upon approval by DCE's Project Manager, payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If DCE disputes any of Consultant's invoiced fees it shall give written notice to Consultant within thirty (30) days of receipt of the invoice.

6. INSPECTION OF WORK

Consultant shall permit DCE the opportunity to review and inspect the project activities at all reasonable times during the performance period of this Agreement including review and inspection on a daily basis.

7. SCOPE OF WORK CHANGES

The scope of work shall be subject to change by additions, deletions or revisions by DCE. Consultant shall be advised of any such changes by written notice. Consultant shall promptly perform and strictly comply with each such notice. If Consultant believes that performance of any change would justify modification of the Agreement price or time for performance, Consultant shall comply with the provisions for dispute resolution set out hereinbelow.

8. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

(a) DCE may at any time, for any reason, with cause, suspend or terminate this Agreement, or any portion hereof, by serving upon Consultant thirty (30) days prior written notice. Upon tender of said notice, Consultant shall have 10 days to cure any deficiencies stated in said notice under this Agreement, unless further work is authorized by DCE. If DCE suspends or terminates a portion of this Agreement, such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b) In the event this Agreement is terminated pursuant to this Section, DCE shall pay Consultant only for work that has been accepted by DCE. Work in process will not be paid unless DCE agrees in writing to accept the partial work, in which case, prorated fees may be authorized. Upon termination of the Agreement pursuant to this Section, Consultant will submit a final invoice to DCE. Payment of the final invoice shall be subject to approval by the DCE Project Manager as set out above. Final payment of completed work or work in progress will not be unreasonably withheld by DCE.

9. DEFAULT OF CONSULTANT

(a) Consultant's failure to comply with material provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, DCE shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate this Agreement immediately by written notice to Consultant. Provided, however, if such failure by Consultant to make progress in the performance of work hereunder arises out of causes beyond Consultant's control, and without fault or negligence of Consultant, it shall not be considered a default.

(b) As an alternative to notice of immediate termination, the DCE Executive Director or his/her delegate may cause to be served upon Consultant a written notice of the default. Consultant shall then have ten (10) days after service upon it of said notice in which to cure

the default by rendering a satisfactory performance. In the event that Consultant fails to cure its default within such period of time, DCE shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

#### 10. OWNERSHIP OF DOCUMENTS

(a) Consultant shall maintain complete and accurate records with respect to work performed, costs, expenses, receipts, and other such information that relates to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of DCE or its designees at reasonable times to such books and records; shall give DCE the right to examine and audit said books and records; shall permit DCE to make transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

(b) Unless the RFP or exhibits hereto expressly provide otherwise, upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of DCE and may be used, reused, or otherwise disposed of by DCE without the permission of Consultant. With respect to computer files, Consultant shall make available to DCE, at Consultant's office and upon reasonable written request by DCE, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

(c) The use of the DCE logo is permitted and encouraged. DCE shall have the right of approval over any materials (in print or electronic formats) produced and distributed for this project, including use of other logos. All outreach materials created for these tasks -- including but not limited to brochures, posters, signage, collateral material/ handouts, advertisements, announcements and fliers -- shall be attributed to DCE, unless the requirement is waived.

DCE will also be prominent in any information distributed to the media. This provision will apply to any news releases and advisories, public service announcements (PSAs), television and radio advertisements, and calendar/event listings.

#### 11. INDEMNIFICATION FOR PROFESSIONAL LIABILITY

To the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless DCE, its members and any and all of their officials, employees and agents from and against any and all losses, liabilities, damages, costs and expenses, including

attorney's fees and costs, which arise out of, pertain to, or relate to Consultant's alleged act(s) or failure(s) to act.

## 12. INSURANCE

(a) Throughout the term of this Agreement, Consultant shall procure and maintain insurance, including Workers' Compensation as required by law for its personnel, and a one million dollar (\$1,000,000.00) commercial general liability policy. Consultant shall include DCE, its member agencies and any other interested and related party designated by DCE, as additional insureds on this commercial liability policy for liabilities caused by Consultant in its performance of services under this Agreement and shall provide DCE with a certificate verifying such coverage. In the event said insurance coverage expires at any time or times during the term of this Agreement, Consultant agrees to provide at least five (5) days' notice prior to said expiration date and, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided herein for no less than the remainder of the term of the Agreement, or for a total period of not less than one (1) year. New certificates of insurance are subject to the approval of DCE. In the event Consultant fails to keep in effect at all times insurance coverage as herein provided, DCE may, in addition to any other remedies it may have, terminate this Agreement.

(b) DCE, member agencies and any other interested and related party designated by DCE are to be covered as additional insured as respects liability arising out of automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the said additional insureds. Minimum requirements are \$100,000/\$300,000/\$25,000.

(c) Consultant's insurance coverage shall be primary insurance as respects DCE, its member agencies, and any other interested and related party designated by DCE as additional insureds. Any insurance or self-insurance maintained by said additional insureds shall be in excess of Consultant's insurance and shall not contribute with it and, to the extent obtainable, such coverage shall be payable notwithstanding any act of negligence of DCE, its members, or any other additional insured, that might otherwise result in forfeiture of coverage. Any failure to comply with reporting or other provisions of the policies, including breach of warranties, shall not affect coverage provided to said additional insureds. Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by any party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to DCE.

(d) Consultant shall provide worker's compensation insurance or a California Department of Insurance-approved self-insurance program in an amount and form that meets all applicable Labor Code requirements, covering all persons or entities providing services on behalf of Consultant and all risks to such persons or entities.

(e) Said insurance policy or policies shall be issued by a responsible insurance company with a minimum A. M. Best Rating of "A-" Financial Category "X", and authorized and admitted to do business in, and regulated by, the State of California.

(f) Evidence of all insurance coverage shall be provided to DCE prior to issuance of the first Work Order. Consultant acknowledges and agrees that such insurance is in addition to Consultant's obligation to fully indemnify and hold DCE, its members and any other additional insureds free and harmless from and against any and all claims arising out of an injury or damage to property or persons caused by the acts or omissions of Consultant.

### 13. INDEPENDENT CONTRACTOR

(a) Consultant is and shall at all times remain as to DCE a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither DCE, its members, nor any of their officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of DCE or its members. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against DCE or its members, or bind DCE or its members in any manner except as expressly authorized by DCE.

(b) No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, DCE shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder. DCE shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

### 14. LEGAL RESPONSIBILITIES

Consultant shall keep itself informed of State, Federal and local laws and regulations which in any manner affect those employed by it or in any way affect the performance of its services pursuant to this Agreement. Consultant shall at all times observe and comply with all such laws and regulations. DCE, its members, and their officers and employees, shall not be liable at law or in equity for any liability occasioned by failure of Consultant to comply with this Section.

Consultant shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, national origin, or any other unlawful basis.

### 15. UNDUE INFLUENCE

Consultant declares and warrants that no undue influence or pressure was or will be used against or in concert with any officer or employee of DCE in connection with the award,

terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of DCE will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling DCE to any and all remedies at law or in equity.

16. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

No member, officer, or employee of DCE, nor its designees or agents, and no public official who exercises authority over or responsibilities with respect to the subject of this Agreement during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the services performed under this Agreement.

17. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without DCE's prior written authorization. Consultant, its officers, employees, agents, or sub-consultants, shall not without written authorization from the DCE Task Manager or unless requested by the DCE Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property of DCE. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives DCE notice of such court order or subpoena.

(b) Consultant shall promptly notify DCE should Consultant, its officers, employees, agents, or sub-consultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the work performed thereunder or with respect to any project or property of DCE or its members. DCE retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding. Consultant agrees to cooperate fully with DCE and to provide the opportunity to review any response to discovery requests provided by Consultant. However, DCE's right to review any such response does not imply or mean the right by DCE to control, direct, or rewrite said response.

(c) Consultant covenants that neither it nor any officer or principal of Consultant's firm has any interest in, or shall acquire any interest, directly or indirectly, which will conflict in any manner or degree with the performance of services hereunder. Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed by Consultant as an officer, employee, agent, or subcontractor.

18. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by



a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To DCE: Executive Director  
Desert Community Energy  
73-710 Fred Waring Drive, Suite 200  
Palm Desert, CA 92260

To Consultant: President  
Lift To Rise  
73-710 Fred Waring Drive, Suite 100  
Palm Desert, CA 92260

19. ASSIGNMENT/PERSONNEL

Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of DCE.

Because of the personal nature of the services to be rendered pursuant to this Agreement, there shall be no change in Consultant's Project Manager or members of the project team without prior written approval by DCE.

## 20. MANAGEMENT

DCE's Executive Director shall represent DCE in all matters pertaining to the administration of this Agreement, review and approval of all services submitted by Consultant.

During the term of this Agreement, Consultant shall provide sufficient executive and administrative personnel as shall be necessary and required to perform its duties and obligations under the terms hereof.

## 21. SUBCONTRACTS

Unless expressly permitted in the RFP or the exhibits hereto, Consultant shall obtain the prior written approval of DCE before subcontracting any services related to this Agreement. DCE reserves the right to contract directly with any necessary subcontractors in the unlikely event it becomes necessary.

## 22. LICENSES

At all times during the term of this Agreement, Consultant shall have in full force and effect all licenses required of it by law for the performance of the services described in this Agreement.

## 23. GOVERNING LAW

DCE and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the Riverside County Superior Court, Desert Branch.

Any dispute arising under this Agreement shall first be decided by the DCE Executive Director or designee. Consultant shall give DCE written notice within seven (7) days after any event which Consultant believes may give rise to a claim for an increase in compensation or a change in the performance schedule. Within fourteen (14) days thereafter, Consultant shall supply DCE with a statement supporting the claim. DCE shall not be liable for and Consultant hereby waives any claim or potential claim which Consultant knew or should have known about and which was not reported in accordance with the provisions of this paragraph. Consultant agrees to continue performance of the services during the time any claim is pending. No claim shall be allowed if asserted after final payment.

24. FINAL PAYMENT CERTIFICATION AND RELEASE

DCE shall not be obligated to make final payment to Consultant until Consultant has fully performed under this Agreement and has provided DCE written assurances that Consultant has paid in full all outstanding obligations incurred as a result of Consultant's performance hereunder. All obligations owing by DCE to Consultant shall be deemed satisfied upon Consultant's acceptance of the final payment. Thereafter, no property of DCE shall be subject to any unsatisfied lien or claim arising out of this Agreement.

25. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

26. FORCE MAJEURE

Neither party hereto shall be liable to the other for its failure to perform under this Agreement when such failure is caused by strikes, accidents, acts of God, fire, war, flood, governmental restrictions, or any other cause beyond the control of the party charged with performance; provided that the party so unable to perform shall promptly advise the other party of the extent of its inability to perform. Any suspension of performance by reason of this paragraph shall be limited to the period during which such cause of failure exists.

27. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of Consultant warrants and represents that he/she has the authority to execute this Agreement on behalf of Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

DESERT COMMUNITY ENERGY

By: \_\_\_\_\_  
Sabby Jonathan, Chair

LIFT TO RISE

By: \_\_\_\_\_  
Heather Vaikona, President

“EXHIBIT A”

**SCOPE OF WORK**

**Goal:**

To increase enrollment participation rates in the CARE and FERA low-income programs in Cathedral City, Palm Desert, and Palm Springs over a 2-year period, with progress to be evaluated based on the annual goals listed in Table 1.

**Table 1. Annual goal for increased CARE/FERA enrollment of eligible customers**

		CARE	FERA
<b>Lift to Rise Goals</b>	estimated eligible	2973	3458
	yr.1 20%	595	692
	yr.2 30%	892	1037
	2 yr. total 50%	1487	1729
	Per Month Enrollment Target	124	144

- **TASK ONE: Outreach Plan**

Implement an outreach plan specific to CARE/FERA eligible enrollees in Palm Springs, Cathedral City, and Palm Desert.

- Plan for Outreach:

- Identify key agencies, charitable organizations, faith-based organizations, community-based organizations, and other stakeholders to engage to accomplish the Goal.
    - Implement ideas for best use of outreach tools, social media, events, and other forms of outreach to encourage participation
    - Ensure proposed outreach will enhance DCE brand recognition.
    - Outline strategy for coordination with Southern California Edison and Southern California Gas Company, leveraging their utility resources and communication with customers
    - Provide opportunities for outreach through DCE member agencies (Palm Springs, Cathedral City, and Palm Desert)
    - Coordinate with DCE's Community Advisory Committee and determine how they can assist with CARE/FERA outreach
    - Provide recommendations for other ways to reach and enroll additional eligible customers
    - Provide all program materials in English and Spanish and address the needs of non-English speaking customers
    - Implement outreach strategy for ensuring sustainable ongoing enrollment

- **TASK TWO: Coordinate Application Process**

- Consultant will become capitation contractor or actively seek to enroll new capitation contractors and notify any new capitation contractors of their responsibility to submit applications to SCE.
  - Consultant will determine the best use of the capitation fee collected for each successful application submitted by them.
  - Capitation fees collected by other capitation contractors shall remain with the capitation contractor who submitted the application.
- Consultant will check in with new capitation contractors on a weekly basis to ensure applications are being submitted.

- **TASK THREE: Tracking and Reporting Progress**

Develop and implement strategy/timeline to reach 1-year goal, 2-year goal

- Plan to reach 20% first year (based on Table 1)
  - Develop timeline for year one
  - Coordinate with SCE to track progress on submitted applications
- Plan to reach 30% second year
  - Develop timeline for year two
  - Provide tracking spreadsheet with progress toward goal
- Strategy for beyond 2<sup>nd</sup> year
  - Evaluate effectiveness of outreach program in first 2 years
- Prepare monthly reports for DCE's Community Advisory Committee and DCE Board on progress toward goal
- Two months prior to end of year 1, assess progress toward goal and revise outreach plans as needed
- Submit final report on Program successes, outcomes, suggestions for the future
  - Describe in detail any methods that were successful in increasing number of enrollees
  - Describe in detail any methods that weren't successful in increasing number of enrollees and methods that should be avoided
  - Describe how the successful methods used can be replicated on a larger scale

- **COMPENSATION:**

DCE agrees to pay LTR a guaranteed amount of \$336,000.00.

- On the guaranteed portion, upon receipt of an invoice from LTR, DCE will pay \$28,000.00 for the first month and \$14,000.00 for each subsequent month thereafter for a total amount of \$336,000.00.
- Aside from the guaranteed amount, DCE also agrees to pay LTR, a Performance-Based amount of \$40 per successful enrollment, upon receipt of an invoice and documents verifying the number of successful enrollees from LTR. The Performance-Based portion will only be invoiced on a quarterly basis.
- The Performance-Based portion will be used to reimburse participating non-profit and charitable organizations for signing up CARE/FERA enrollees.

EXHIBIT B

Price Formula		
Guaranteed portion	\$	336,000.00
- Initial Payment	\$	28,000.00
- 22 monthly payments	\$	14,000.00
Performance-based portion	\$	40.00 per enrollee
- paid quarterly		

## EXHIBIT B

**Lift to Rise**  
**CVAG Grant Disbursement Schedule**  
**2019/2020**

Sample Distribution Schedule - Underperforms ***						
Enrollment Schedule				Disbursement Calculation Schedule		
		Enrollments	Balance	Guaranteed	Performance	Balance
Performance	Month 1*	100	100	\$ 28,000.00	\$ -	\$ 28,000.00
	Month 2	100	200	14,000.00	-	42,000.00
Benchmark period 1	Month 3**	100	300	14,000.00	12,000.00	68,000.00
Performance	Month 4	100	400	14,000.00		82,000.00
	Month 5	100	500	14,000.00	-	96,000.00
Benchmark period 2	Month 6	100	600	14,000.00	12,000.00	122,000.00
Performance	Month 7	100	700	14,000.00		136,000.00
	Month 8	100	800	14,000.00		150,000.00
Benchmark period 3	Month 9	100	900	14,000.00	12,000.00	176,000.00
Performance	Month 10	100	1,000	14,000.00		190,000.00
	Month 11	100	1,100	14,000.00		204,000.00
Benchmark period 4	Month 12	100	1,200	14,000.00	12,000.00	230,000.00
Performance	Month 13	100	1,300	14,000.00		244,000.00
	Month 14	100	1,400	14,000.00		258,000.00
Benchmark period 5	Month 15	100	1,500	14,000.00	12,000.00	284,000.00
Performance	Month 16	100	1,600	14,000.00		298,000.00
	Month 17	100	1,700	14,000.00		312,000.00
Benchmark period 6	Month 18	100	1,800	14,000.00	12,000.00	338,000.00
Performance	Month 19	100	1,900	14,000.00		352,000.00
	Month 20	100	2,000	14,000.00		366,000.00
Benchmark period 7	Month 21	100	2,100	14,000.00	12,000.00	392,000.00
Performance	Month 22	100	2,200	14,000.00		406,000.00
	Month 23	100	2,300	14,000.00		420,000.00
Benchmark period 8	Month 24	100	2,400	-	12,000.00	432,000.00
<b>Total:</b>			<b>2,400</b>	<b>\$ 336,000.00</b>	<b>\$ 96,000.00</b>	<b>\$ 432,000.00</b>

\* First two months of guaranteed grant portion will be disbursed up-front to cover initial capital needs.

\*\* Performance benchmark (performed quarterly).

\*\*\* Actual distribution of funds will depend on total enrollments during the grant period.

## EXHIBIT B

**Lift to Rise**  
**CVAG Grant Disbursement Schedule**  
**2019/2020**

Sample Distribution Schedule - Meets Expectations ***						
Enrollment Schedule				Disbursement Calculation Schedule		
		Enrollments	Balance	Guaranteed	Performance	Balance
Performance	Month 1*	125	125	\$ 28,000.00	\$ -	\$ 28,000.00
	Month 2	125	250	14,000.00	-	42,000.00
Benchmark period 1	Month 3**	125	375	14,000.00	15,000.00	71,000.00
Performance	Month 4	125	500	14,000.00		85,000.00
	Month 5	125	625	14,000.00	-	99,000.00
Benchmark period 2	Month 6	125	750	14,000.00	15,000.00	128,000.00
Performance	Month 7	125	875	14,000.00		142,000.00
	Month 8	125	1,000	14,000.00		156,000.00
Benchmark period 3	Month 9	125	1,125	14,000.00	15,000.00	185,000.00
Performance	Month 10	125	1,250	14,000.00		199,000.00
	Month 11	125	1,375	14,000.00		213,000.00
Benchmark period 4	Month 12	125	1,500	14,000.00	15,000.00	242,000.00
Performance	Month 13	125	1,625	14,000.00		256,000.00
	Month 14	125	1,750	14,000.00		270,000.00
Benchmark period 5	Month 15	125	1,875	14,000.00	15,000.00	299,000.00
Performance	Month 16	125	2,000	14,000.00		313,000.00
	Month 17	125	2,125	14,000.00		327,000.00
Benchmark period 6	Month 18	125	2,250	14,000.00	15,000.00	356,000.00
Performance	Month 19	125	2,375	14,000.00		370,000.00
	Month 20	125	2,500	14,000.00		384,000.00
Benchmark period 7	Month 21	125	2,625	14,000.00	15,000.00	413,000.00
Performance	Month 22	125	2,750	14,000.00		427,000.00
	Month 23	125	2,875	14,000.00		441,000.00
Benchmark period 8	Month 24	125	3,000	-	15,000.00	456,000.00
<b>Total:</b>			<b>3,000</b>	<b>\$ 336,000.00</b>	<b>\$ 120,000.00</b>	<b>\$ 456,000.00</b>

\* First two months of guaranteed grant portion will be disbursed up-front to cover initial capital needs.

\*\* Performance benchmark (performed quarterly).

\*\*\* Actual distribution of funds will depend on total enrollments during the grant period.



## EXHIBIT B

**Lift to Rise**  
**CVAG Grant Disbursement Schedule**  
**2019/2020**

Sample Distribution Schedule - Overperforms ***						
Enrollment Schedule				Disbursement Calculation Schedule		
		Enrollments	Balance	Guaranteed	Performance	Balance
Performance	Month 1*	150	150	\$ 28,000.00	\$ -	\$ 28,000.00
	Month 2	150	300	14,000.00	-	42,000.00
Benchmark period 1	Month 3**	150	450	14,000.00	18,000.00	74,000.00
Performance	Month 4	150	600	14,000.00		88,000.00
	Month 5	150	750	14,000.00	-	102,000.00
Benchmark period 2	Month 6	150	900	14,000.00	18,000.00	134,000.00
Performance	Month 7	150	1,050	14,000.00		148,000.00
	Month 8	150	1,200	14,000.00		162,000.00
Benchmark period 3	Month 9	150	1,350	14,000.00	18,000.00	194,000.00
Performance	Month 10	150	1,500	14,000.00		208,000.00
	Month 11	150	1,650	14,000.00		222,000.00
Benchmark period 4	Month 12	150	1,800	14,000.00	18,000.00	254,000.00
Performance	Month 13	150	1,950	14,000.00		268,000.00
	Month 14	150	2,100	14,000.00		282,000.00
Benchmark period 5	Month 15	150	2,250	14,000.00	18,000.00	314,000.00
Performance	Month 16	150	2,400	14,000.00		328,000.00
	Month 17	150	2,550	14,000.00		342,000.00
Benchmark period 6	Month 18	150	2,700	14,000.00	18,000.00	374,000.00
Performance	Month 19	150	2,850	14,000.00		388,000.00
	Month 20	150	3,000	14,000.00		402,000.00
Benchmark period 7	Month 21	150	3,150	14,000.00	18,000.00	434,000.00
Performance	Month 22	150	3,300	14,000.00		448,000.00
	Month 23	150	3,450	14,000.00		462,000.00
Benchmark period 8	Month 24	150	3,600	-	18,000.00	480,000.00
<b>Total:</b>			<b>3,600</b>	<b>\$ 336,000.00</b>	<b>\$ 144,000.00</b>	<b>\$ 480,000.00</b>

\* First two months of guaranteed grant portion will be disbursed up-front to cover initial capital needs.

\*\* Performance benchmark (performed quarterly).

\*\*\* Actual distribution of funds will depend on total enrollments during the grant period.

**Item 6B**

**Desert Community Energy Board  
October 21, 2019**



**STAFF REPORT**

**Subject:**       **Community Advisory Committee Appointments to Fill Vacancies**

**Contact:**       Benjamin Druyon, Management Analyst, Energy & Environmental Resources  
                  ([bdruyon@cvaq.org](mailto:bdruyon@cvaq.org))

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**Recommendation:** Approve three appointees to the Community Advisory Committee to fill vacancies for Cathedral City and Palm Springs.

**Background:** At the June 17 meeting, the Board appointed members to the Community Advisory Committee (CAC). The appointments made to the Advisory Committee include a diverse group of individuals totaling 12 members. These members were notified of their appointment by email. Individuals who were not appointed were also notified.

The first meeting of the CAC was held on July 11. Given the summer schedule, not all members were able to attend but there was a good turnout. A Community Advisory Committee Orientation Manual was prepared and distributed to members prior to the meeting. An overview of Community Choice Aggregation and introduction to Desert Community Energy was presented at the meeting. This presentation prompted questions and a good discussion among the members about the benefits and opportunities for DCE. As directed by the Board, the CAC also discussed the CARE/FERA program. The second meeting of the CAC was scheduled for October 17 but was cancelled because the notice of the meeting was not publicly posted 72 hours prior, which is a requirement of the Brown Act. The next meeting date has not yet been determined but staff is working on a date that will accommodate a majority of the members. At the next meeting, the committee will be given a brief overview of CCA's, for those that weren't there for the first meeting and to reinforce DCE's goals and objectives. Lift To Rise will also be introduced to the committee as the consultant selected to implement the CARE/FERA Enhanced Enrollment program. The Committee will discuss ways they can support the CARE/FERA program in coordination with Lift to Rise and DCE staff. Staff will also provide the CAC with a brief overview of DCE's consultants and their respective roles.

Regarding meeting times, staff conducted a Doodle Poll to determine a regular meeting date that works for all members. The majority of members selected the third Thursday of the month with a meeting time from 5:30-6:30pm.

As reported at the September 16 DCE Board meeting, there were three vacancies in the CAC, two for Cathedral City and one for Palm Springs. Staff re-opened the application process and notified Cathedral City and Palm Springs of the vacancies. Two applications were received for Cathedral City, Shelley Kaplan and Elmer Diaz. Staff received no new applications from Palm Springs, but revisited applications that were originally submitted with the formation of the CAC. The application from John Goins was recommended by a Palm Springs staff person and two Councilmembers. On October 17, one other candidate from Cathedral City, Patrick Dixon, informed staff that he would be unable to continue being a member of the CAC which leaves one vacancy for Cathedral City.

The recommendation is for the Board to approve appointees Shelley Kaplan and Elmer Diaz for Cathedral City and John Goins for Palm Springs to fill the vacant seats on the Community Advisory Committee. The applications submitted by these three individuals are attached for your review.

**Fiscal Analysis:** Staff support for the Community Advisory Committee will be provided by CVAG as part of its contract with Desert Community Energy.

**Attachments:**

1. Candidate Summaries

**DESERT COMMUNITY ENERGY  
COMMUNITY ADVISORY COMMITTEE APPLICATIONS**

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**Applicant:** Elmer Diaz

**City:** Cathedral City

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**Section 1: Contact Information**

**Home Zip Code:** 92234

**Work Zip Code:** 92211

**Employer:** International Brotherhood of Electrical Workers

**Occupation:** Organizer

**Section 2: Qualifications**

**Community.** *Involvement in local community / experience with community outreach:*

My experience in community outreach has been organizing job fairs, informing local school districts about job opportunities in the electrical and renewable energy industry, and currently serving on the Cathedral City Planning Commission.

My experience in working with disadvantaged communities is outreach to continuation schools, local Native American Indian tribes, and rural and unincorporated areas of Riverside County. I also advocate electrical resources to Coachella Valley electrical contractors.

**Advocacy.** *Experience in advocacy, including advisory committees, commissions, or similar:*

I have been a part of my organization's bylaws and negotiations committee, IBEW Local 440. I currently sit on Cathedral City's Planning Commission.

**Energy.** *Experience / expertise in energy field:*

I have ten years working in the electrical industry. I graduated from a five year state accredited apprenticeship program with experience in planning and development of infrastructure including commercial, industrial and renewable energy projects.

**Other.** *Relevant skills / knowledge / experience bring to the Committee:*

I read, write and speak fluent Spanish.

California State certified General Electrician #165500.

State of Nevada licensed Photovoltaic Installer #LV-4315

Certified by Occupational Safety Councils of America (OSCA) in Principles of Petroleum Refining, Refinery Safety Overview, and Safety as it Pertains to Crafts.

OSCA- #606672

**Section 3: Commitment**

*Why are you interested in serving on the Committee? What would you like to achieve?*

I am interested in serving on this committee because I would like representation for my community in all aspects of the Desert Community Energy Utility.

*Are you able to commit to attend as many meetings as possible?* Yes

*List any potential conflicts of interest.* None.

**DESERT COMMUNITY ENERGY  
COMMUNITY ADVISORY COMMITTEE APPLICATIONS**

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**Applicant:** Shelley Kaplan

**City:** Cathedral City

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**Section 1: Contact Information**

**Home Zip Code:** 92234

**Work Zip Code:** 92234

**Employer:** Retired

**Occupation:** Retired

**Section 2: Qualifications**

**Community.** *Involvement in local community / experience with community outreach:*

Former City Council Member, Chair Senior Center Board, Chair Vector Control Board, Chair Boston Edison Consumer Advisory Council, Treasurer Rogerson Communities (housing for low and moderate income seniors)

**Advocacy.** *Experience in advocacy, including advisory committees, commissions, or similar:*

See above

**Energy.** *Experience / expertise in energy field:*

Former Chair of DCE Board

**Other.** *Relevant skills / knowledge / experience bring to the Committee:*

Excellent budget background, previous purchase of utilities ask part of career

**Section 3: Commitment**

*Why are you interested in serving on the Committee? What would you like to achieve?*

I would like to see DCE implemented in all 3 Coachella Valley Cities

*Are you able to commit to attend as many meetings as possible?* Yes

*List any potential conflicts of interest.* None

**DESERT COMMUNITY ENERGY  
COMMUNITY ADVISORY COMMITTEE APPLICATIONS**

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**Applicant:** John Goins

**City:** Palm Springs

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**Section 1: Contact Information**

**Home Zip Code:** 92264

**Work Zip Code:** 92264

**Employer:** GBGB Media

**Occupation:** Owner

**Section 2: Qualifications**

**Community.** *Involvement in local community / experience with community outreach:*

Past member of Palm Springs, Palm Desert and Desert Business Association Chambers of Commerce.

**Advocacy.** *Experience in advocacy, including advisory committees, commissions, or similar:*

Palm Springs Sustainability Commissioner, Oakland Landmarks Preservation Advisory Board Member

**Energy.** *Experience / expertise in energy field:*

8 years of academic and government sustainability research including efficiency in green buildings , developing residential energy codes, the energy/water nexus and more.

**Other.** *Relevant skills / knowledge / experience bring to the Committee:*

Experience teaching academic seminars

**Section 3: Commitment**

*Why are you interested in serving on the Committee? What would you like to achieve?*

I think my experience with building energy use and sustainability will be useful to the Committee. I'm also a person of color, and brings those perspectives to the Committee.

*Are you able to commit to attend as many meetings as possible?* Yes

*List any potential conflicts of interest.* None

## **ITEM 6C**

### **Desert Community Energy Board October 21, 2019**



#### **STAFF REPORT**

**Subject:** DCE Program Launch and Activities Update

**Contact:** Katie Barrows, Director of Energy & Environmental Resources  
([kbarrows@cvaq.org](mailto:kbarrows@cvaq.org))

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**Recommendation:** Information only.

**Background:** The following is a summary of some of the actions and activities that have occurred since the September meeting.

**Current Status:** As described at the September meeting, DCE staff have been working with Southern California Edison (SCE) to resolve issues related to DCE's launch schedule and SCE's major upgrade to its billing software planned for spring 2020. As reported at the September meeting, an agreement between SCE and DCE was signed on August 12, 2019 that would provide for DCE to begin serving customers in September 2020. SCE filed the necessary advice letter with the CPUC on August 22, 2019. SCE has recently notified DCE that they expect a delay in the launch of their new billing system, which may provide an opportunity for DCE to launch earlier in 2020. Information from SCE is still pending as of the date of this staff report so staff will provide a verbal update on October 21.

**Launch Timing** – Once the launch date for Palm Springs is confirmed, staff will work with SCE, Palm Springs staff, and our partners to ramp up for that effort. Beyond community outreach efforts, the specific pre-launch activities require approximately six months. Letters to all Palm Springs customers will need to go out 60 days in advance of the launch date.

**Community Advisory Committee.** The Community Advisory Committee will hold their second meeting on Thursday, October 17 at 5:30 pm as described under item 6B. An update on that meeting will be provided to the Board on October 21.

**Community Outreach:** Community outreach and engagement efforts will begin to ramp up especially if the launch date moves to earlier in 2020. Staff has revised and updated our outreach strategy. It will be discussed with the Community Advisory Committee at their October meeting to get their input and suggestions. An update on plans for outreach this fall and going forward will be provided to the DCE Board at a future meeting. Updates to the DCE website ([www.DesertCommunityEnergy.org](http://www.DesertCommunityEnergy.org)) have recently been made to reflect the 2020 launch in Palm Springs and to refresh the information and messages about DCE and Community Choice Energy. DCE outreach materials and messaging will need to be updated where appropriate. City-specific messaging will be developed. We will work with city staffs to update links to Desert Community Energy's website and DCE information will be developed for city newsletters. Key stakeholders and large commercial customers in Palm Springs will be contacted individually to let them know about DCE and answer any questions they may have about their account.

**Fiscal Analysis:** No Impact

**ITEM 7A**

**DESERT COMMUNITY ENERGY BOARD  
FY2019-2020 ATTENDANCE RECORD**

<b>Voting Members</b>	<b>JUL</b>	<b>AUG</b>	<b>SEP</b>	<b>OCT</b>	<b>NOV</b>	<b>DEC</b>	<b>JAN</b>	<b>FEB</b>	<b>MAR</b>	<b>APR</b>	<b>MAY</b>	<b>JUNE</b>
City of Cathedral City	✓	*	✓									
City of Palm Desert		*	✓									
City of Palm Springs	✓	*	✓									
<b>Non-Voting Member</b>												
City of Desert Hot Springs		*										

Ex Officio / Absent  
No Meeting

\*



**DESERT COMMUNITY ENERGY  
UNAUDITED BALANCE SHEET  
FROM JULY 1, 2019 TO SEPTEMBER 30, 2019**

**ASSETS**

River City Bank

- Operating Account	5,365.38
- Money Market Account	3,081,769.88
- ICS Account	1,291,104.63
- Lockbox Account	2.00

Total Cash	4,378,241.89
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Deposits/Bonds

- CPUC	100,000.00
- CA ISO	500,000.00

Total Deposits/Bonds	600,000.00
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**TOTAL ASSETS**

	4,978,241.89
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**LIABILITIES**

Accounts Payable

	0.00
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**TOTAL LIABILITIES**

	0.00
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**FUND BALANCE**

Fund Balance

	4,978,241.89
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**TOTAL LIABILITIES AND FUND BALANCE**

	4,978,241.89
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**DESERT COMMUNITY ENERGY**  
**UNAUDITED STATEMENT OF REVENUES,**  
**EXPENDITURES, AND CHANGES IN FUND**  
**BALANCES**  
**JULY 1, 2019 TO SEPTEMBER 30, 2019**

**REVENUES**

Electricity Sales	0.00
Other Revenue	0.00
Investment Income	24,427.16
<b>TOTAL REVENUES</b>	<b>24,427.16</b>

**EXPENDITURES**

Cost of Electricity		
Electricity Purchase	0.00	
Low Carbon Settlement	0.00	
Renewable Energy Credit Settlement	0.00	
Market Charges	0.00	
Total Cost of Electricity		0.00
Accounting / Bank Services		259.67
Legal Services		0.00
Professional Services		
- LSL, CPAs	2,880.00	
Total Professional Services		2,880.00
Consultants		
- Donald D. Dame	1,242.50	
- White Rabbit Group	800.00	
Total Consultants		2,042.50
Postage		0.00
Printing		0.00
Interest Expense		0.00
<b>TOTAL EXPENDITURES</b>		<b>5,182.17</b>
Excess of Revenues over Expenditures		19,244.99
Fund Balance - Beginning of the Year		4,958,996.90
Fund Balance - End of the Year		4,978,241.89