FILED
10-30-12
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ATTACHMENT 1

Exhibit 2

Memorandum of Understanding between SDG&E and Disability Rights Advocates

MEMORANDUM OF UNDERSTANDING

San Diego Gas & Electric Company ("SDG&E" or "the Utility") and Disability Rights Advocates ("DisabRA") (collectively, the "Parties"), enter into this Memorandum of Understanding ("MOU" or "Agreement") resolving all matters at issue between the Parties, arising, now and hereafter, in the matter of the Application of San Diego Gas & Electric Company (U902E) for Approval of its Proposals for Dynamic Pricing and Recovery of Incremental Expenditures Required for Implementation (A.10-07-009).

RECITALS

WHEREAS the Application of SDG&E for Approval of its Proposals for Dynamic Pricing and Recovery of Incremental Expenditures Required for Implementation (A.10-07-009) recognizes the need and provides for comprehensive outreach and education initiatives for small nonresidential and residential customers;

WHEREAS the Customer Outreach and Communication Plan must be designed to address the needs of all people, including people with disabilities;

WHEREAS DisabRA has raised certain issues and suggestions in A.10-07-009 regarding ways the needs of people with disabilities may be addressed in both general and targeted outreach and education solutions;

WHEREAS SDG&E and DisabRA desire to resolve the issues raised by DisabRA without further litigation in the pending proceeding.

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AGREEMENT

THEREFORE, in consideration of the above Recitals and for good cause, the Parties hereby agree as follows:

I. DEFINITIONS

A. Alternative Format

For a person with a Vision Disability, Alternative Formats include various methods of presenting materials that are generally provided in standard print. Alternative Formats include large print (minimum 14 point, sans serif font), Braille, electronic format and/or audio. For a person with a Hearing/Speech Disability, Alternative Formats include use of relay calls and/or TTY devices for telecommunications, and captions and/or sign language incorporated into visual presentations.

B. Community Based Organization or CBO

Community Based Organizations are non-profit organizations within SDG&E's service territory that work with particular communities to provide services. The disability-oriented CBOs with which SDG&E already has an established relationship include: Deaf Community Services of San Diego, San Diego Center for the Blind, Aging and Independent Services, San Diego Regional Center, Access to Independence San Diego, California Council of the Blind (San Diego Chapter), National Federation of the Blind (North San Diego Chapter), Red Cross of San Diego, Disability Rights California (San Diego Regional Office), Elder Help of San Diego, Southern Caregiver Resource Center, United Cerebral Palsy of San Diego, CA Department of Rehabilitation (San Diego District Office), Toward Maximum Independence, Inc., ARC – San Diego Chapter, Californians for Disability Rights (San Diego Chapter),

Employment and Community Options, San Diego Deaf Mental Health Services, San Diego Autism Society, Burn Institute, National Alliance on Mental Illness, Mental Health Systems.

C. CPUC or Commission

The Public Utilities Commission of the State of California

D. Customer Outreach and Communication Plan

The comprehensive outreach and education initiatives to be developed and implemented by SDG&E to inform its residential customers of any dynamic pricing program adopted through the Commission process regarding the pending Application in A.10-07-009.

E. Hearing/Speech Disability

With respect to an individual, any limitation of a person's ability to hear and/or speak that would cause the person to meet the definition set forth in 42 U.S.C. §12102(2)(a) and/or Cal. Gov't Code § 12926(k).

F. Parties

Disability Rights Advocates and San Diego Gas &Electric Company (SDG&E).

G. Targeted Research

Targeted Research consists of strategies for obtaining feedback specifically from within the community of people with Vision Disabilities and Hearing/Speech Disabilities or from agencies that represent these communities, and incorporating feedback from these segments of the population or from these agencies into the Customer Outreach and Communication Plan. Targeted Research may include focus groups, structured interviews, or other comparable methods of seeking feedback.

H. Vision Disability

With respect to an individual, any limitation of a person's ability to see that would cause the person to meet the definition set forth in 42 U.S.C.§ 12102(2)(a) and/or Cal. Gov't Code § 12926(k).

II. TERMS

A. Effect of Agreement

In consideration of the mutual obligations, covenants and conditions contained herein, the Parties agree to the terms of this Agreement. The Parties, by signing this Agreement, acknowledge that they pledge support for Commission approval and subsequent implementation of all the provisions of this Agreement. The Parties agree to perform diligently and in good faith all actions required or implied hereunder. No Party will contest in this proceeding or in any other forum, or in any manner before this Commission, the recommendations contained in this Agreement. The Parties agree that the stated provisions of Commission Rule 12.6 (governing settlement negotiation "Confidentiality and Inadmissibility") apply to and bind the Parties with respect to any and all negotiations regarding and resulting in this Agreement.

B. Entire Agreement

This MOU embodies the entire understanding and agreement of the Parties with respect to the matters described, and it supersedes prior oral or written agreements or understandings among the Parties with respect to those matters.

C. No Precedential Value

The Parties agree that this MOU should not constitute precedent regarding any principle or issue in this proceeding or in any future proceeding.

D. Reasonableness

The Parties agree that this MOU is reasonable and in the public interest.

E. Construction

The Parties agree this MOU shall not be construed against any Party because that Party or its counsel or advocate drafted the provision. This MOU shall be governed by and construed in accordance with California law. Each provision of this MOU shall be interpreted in such a manner as to be valid and enforceable under California law, but if any provision hereof shall be or become prohibited or invalid under any applicable law, that provision shall be ineffective only to the extent of such prohibition or invalidity, without thereby invalidating the remainder of that provision or any other provision hereof.

F. Modification of Agreement

This MOU may be amended or changed only by a written agreement signed by the Parties.

G. Term of Agreement

This MOU is effective upon Commission approval of a final decision in A.10-07-009 adopting a dynamic pricing program for residential customers, through completion of the Customer Outreach and Communication Plan (the "Settlement Term").

H. Integrated Agreement

The Parties intend the MOU to be interpreted and treated as a unified, integrated Agreement. In the event the Commission rejects or modifies the MOU, the Parties reserve their rights to terminate or renegotiate this MOU.

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I. Captions

Captions are included for reference only, and are not intended to affect the meaning of the contents or the scope of this MOU.

J. Compromise of Disputed Claims

The Parties agree that this Agreement represents a compromise of their respective positions. It does not represent the Parties' endorsement of, or agreement with, any or all of the positions of the other parties.

K. Regulatory Approval

The Parties shall use their best efforts to obtain Commission approval of this Agreement. The Parties shall jointly request that the Commission adopt this Agreement in its entirety and without modification as reasonable in light of the record, consistent with law, and in the public interest.

III. DISABILITY OUTREACH AND ACCESSIBLE COMMUNICATION

SDG&E will conduct targeted outreach to the disability community and ensure that its Customer Outreach and Communication Plan provides outreach and educational information in ways that are accessible to customers with disabilities, including Vision and Hearing/Speech Disabilities. In order to do so, SDG&E will take the following actions:

A. Consultant

SDG&E will retain an SDG&E territory-based consultant, mutually agreed to by SDG&E and DisabRA, with expenditures capped at either $20,000 or 80 hours (whichever threshold is met first) to assist in developing effective communication strategies to reach the disability community including through Targeted Research and to provide ongoing support in modifying and implementing appropriate educational and communication efforts. The consultant will maintain this role through the development and implementation process for

any adopted proposal involving residential dynamic pricing or until the expenditure cap is reached. Unless the consultant thinks that a targeted mailing would be inappropriate, the consultant's efforts will include developing a targeted mailing to be sent to all medical baseline customers discussing the way in which any adopted residential pricing program might interact with the needs of medical baseline customers.

B. Preferred Methods of Communication

1. For all SDG&E customers who have previously indicated a preferred format for receiving written material that is generally provided in standard print from SDG&E, including customers on the medical baseline program and other identified customers with disabilities, SDG&E will provide all printed educational and outreach material regarding its residential dynamic pricing program in the customer's preferred format.

2. SDG&E will provide copies of standard print materials regarding its residential dynamic pricing program in Alternative Formats to any customer on request.

3. SDG&E will maintain the capability to respond to customer calls to its customer service center regarding its residential dynamic pricing program using TTY and/or relay services.

In witness whereof, intending to be legally bound, the Settling Parties hereto have duly executed this Agreement on behalf of the parties they represent.

San Diego Gas & Electric Company

By: for Caroline Winn
Caroline Winn

Title: Vice President - Customer Services

Date: 4/7/11

Disability Rights Advocates

By:
Melissa W. Kasnitz

Title: Managing Attorney
Managing Attorney

Date: 4/7/11

(END OF ATTACHMENT 1)