

South Bay Cities Council of Governments

October 24, 2013

To: SBCCOG Board of Directors
From: SBCCOG Steering Committee
Subject: Enterprise Energy Management Information System (EEMIS)
Sub-metering Initiative – El Segundo MOU

BACKGROUND

The Southern California Edison (SCE) sponsored Enterprise Energy Management Information System (EEMIS) program includes funds to install permanent electrical sub-metering for the purpose of measuring interval power consumption for various groups of city buildings. This equipment provides building level electricity consumption data. Suitable locations to install sub-meters are defined by SCE as campuses where multiple stand-alone buildings share a single meter. SCE does not include ultra-small buildings in this initiative as they have deemed that the potential energy savings would not be a cost effective use of rate payer funds given the cost of equipment.

STATUS

Originally, there were 5 potential sub-metering sites identified based on the SCE criteria - Gardena, Torrance, Rolling Hills Estates, Rancho Palos Verdes, and El Segundo. Torrance, Rolling Hills Estates, and Rancho Palos Verdes all declined to participate in sub-meter installations. Gardena has completed a sub-meter installation for the city hall campus through the project. The City of El Segundo sub-meter installation, planned since 2012, is now ready to move forward.

The SBCCOG worked with Gardena to facilitate the installation of the sub-meter using an MOU that covered the full installation cost funded by SCE. The MOU with El Segundo would be slightly different with the SBCCOG providing SCE funds for equipment and part of the installation services and El Segundo funding the remainder of the installation cost. This cost share would be utilized because El Segundo has grant funding from the same SCE source.

Under the proposed MOU with EL Segundo, the SBCCOG will procure the sub-metering equipment and will reimburse El Segundo for a portion of the installation labor cost using SCE funding. The combined cost for the SBCCOG share would not exceed \$25,000 (the previous MOU with Gardena had a not to exceed set at \$30,000). This work scope is expected to be completed by December 31, 2013.

RECOMMENDATION

Recommend that the Board approve the Memorandum of Understanding between the SBCCOG and the City of El Segundo for the Sub-metering equipment and installation pending legal review.

Prepared by David Magarian

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is entered into as of October **XX**, 2013 by and between the City of El Segundo, a California municipal corporation (“City”) and the South Bay Cities Council of Governments, a Joint Powers Authority (“SBCCOG”) hereinafter together occasionally referred to as “the parties.”

RECITALS

- A. SBCCOG seeks to partially fund the City to install sub-meters (the “improvements”) at city facilities for the municipal building campus including City Hall, the Police Headquarters, and the Fire Station to gain a detailed electrical consumption and cost data at the above mentioned city buildings via the Enterprise Energy Management Information System (EEMIS).
- B. Improvements are intended to meter building level data where buildings are currently metered in aggregate. Improvements are not intended to provide metering data for loads within individual buildings.
- C. The parties desire to work collaboratively to gain a greater level of data regarding electricity consumption to better inform future cost effective energy efficiency and cost reduction efforts.
- D. The purpose of this Memorandum of Understanding is to establish commitments and assurances by the parties governing the installation of the improvements so as to satisfy their respective objectives.

NOW, THEREFORE, in consideration of the foregoing, the parties agree as follows:

- 1. Obligations of City.
 - 1.1 City engages a contractor using the city procurement process to install sub-meter equipment designed to connect to the LA County EEMIS system (specific equipment must be approved by the SBCCOG, SCE, and LA County prior to installation).
 - 1.2 The City provides networking connectivity between the sub-meter and the building LAN system.
 - 1.3 The City provides VPN networking connectivity between the building LAN system and LA County ISD. City IT staff interface with LA County to initiate ongoing transfer data from the sub-meter to the EEMIS system as per LA County specifications.
 - 1.4 The city will provide two invoices to the SBCCOG not to exceed \$25,000 in aggregate:

- 1.4.1 City shall provide the SBCCOG with an invoice from the vendor for equipment procurement.
- 1.4.2 City shall invoice the SBCCOG no later than January 15th 2014 for labor costs related to the improvements including work completed for paragraphs 1.1, 1.2, and 1.3.

2. Obligations of SBCCOG

- 2.1 The SBCCOG shall pay the vendor for the equipment procurement referenced in paragraph 1.4.1 within 60 days of receiving the vendor invoice.
- 2.2 The SBCCOG shall reimburse the City for the full labor invoice value referenced in paragraph 1.4.2 within 60 days of receiving the invoice from the City.

3. Term

This MOU shall commence on October 25, 2013 and remain in effect until January 30, 2014 unless extended by written agreement of the parties.

4. Binding Effect

This MOU is binding on the parties in accordance with its terms. The parties signing below represent and warrant that they have the legal authority to bind the party for whom they are signing.

5. Indemnity

Each party agrees to indemnify, defend, and hold harmless the other parties, their officers, agents and employees, from any and all liabilities, claims, or losses of any nature, including reasonable attorneys' fees and costs of suit, to the extent caused by, arising out of, or in connection with, the indemnifying party's negligent or wrongful acts or omissions arising from its respective activities pursuant to this MOU.

6. Governing Law

This MOU shall be governed by the laws of the State of California.

7. Notices.

All notices permitted or required under this MOU shall be in writing, and shall be deemed made when delivered to the applicable party at the following addresses either by first class mail postage prepaid, facsimile or personal delivery:

If to City:

City of El Segundo
350 Main Street
El Segundo, CA 90245
Attention: City Manager

If to SBCCOG:

South Bay Cities Council of Governments
20285 South Western Avenue, Suite 100
Torrance, CA 90501
Attention: Executive Director

8. Entire Agreement

This MOU represents the entire integrated agreement between the parties pertaining to the subject matter hereof and supersedes all prior negotiations, representations or agreements, written or oral, regarding the matters described herein. This MOU may be amended only by a written instrument signed by the parties.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding as of the date and year first written above.

Dated: _____, 2013

CITY OF EL SEGUNDO

By: _____
Greg Carpenter
City Manager

SOUTH BAY CITIES COUNCIL OF
GOVERNMENTS

Dated: _____, 2013

By: _____
Daniel Medina
SBCCOG Chair