

**CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM**

AGENDA DATE: March 14, 2022
PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME AND PHONE NUMBER: Karina Brasgalla (915) 212-1570
Elizabeth Triggs (915) 212-1619

DISTRICT(S) AFFECTED: All Districts

STRATEGIC GOAL: Goal 1: Create an Environment Conducive to Strong, Sustainable Economic Development.

SUBGOAL: Goal 1.1: Stabilize and expand El Paso's tax base.

SUBJECT:

Discussion and action on a resolution that the City Manager be authorized to sign a Memorandum of Understanding between the City, El Paso Chamber, El Paso Electric Company, the University of Texas at El Paso, and General Motors LLC to collaborate and work together on three energy initiatives, including: (i) Electric Vehicle DC Fast Charging deployment for the intra-city region of El Paso; (ii) developing short-interval carbon tracking for approximately thirty local businesses in the El Paso region that would provide insight into carbon reduction strategies; and (iii) deploying one or more microgrid demonstration projects, including but not limited to a proposed project at the El Paso International Airport, that leverages renewable energy and energy storage needs.

BACKGROUND / DISCUSSION:

The City, in partnership with the Chamber, El Paso Electric Company, UTEP's Aerospace Center, and GM will participate in planning and analysis of three projects for the El Paso region: (1) Electric Vehicle DC Fast Charging (EV DCFC) deployment; (2) Short-interval carbon tracking for approximately thirty (30) local businesses; and (3) A technical feasibility study for proposed microgrid projects, including a proposed project at the El Paso International Airport. The three projects will advance the region's clean energy initiatives, ensure equity and inclusion in the region's energy transition, and modernize and achieve increased resiliency of energy infrastructure located within the El Paso region.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? _X_ YES ___ NO

PRIMARY DEPARTMENT: Economic and International Development

SECONDARY DEPARTMENT: El Paso International Airport

*****REQUIRED AUTHORIZATION*****

DEPARTMENT HEAD:

Elizabeth Triggs

(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

RESOLUTION

WHEREAS, the City of El Paso (City) and the El Paso Chamber (EPC) are seeking to advance their clean energy initiatives, ensure equity and inclusion in the region's energy transition, and modernize and achieve increased resiliency of energy infrastructure located within the El Paso region; and

WHEREAS, the City and the EPC recognize that the improved availability of regional electric vehicle charging infrastructure, development of carbon tracking mechanisms, and deployment of microgrids assist the region with advancing those initiatives; and

WHEREAS, the El Paso Electric Company (EPE) and General Motors LLC (GM) have expertise in a variety of areas vital to the success of these projects; and

WHEREAS, UTEP's department of Aerospace and Mechanical Engineering program has faculty advisors and students that would like to participate in educational activities and learnings relative to a potential microgrid project at the El Paso International Airport; and

WHEREAS, the City, EPC, EPE, UTEP, and GM intend to collaborate and work together on three key projects that will advance the region's clean energy initiatives, ensure equitability in the energy transition, and achieve increased resiliency in the El Paso region's energy infrastructure;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

THAT the City Manager be authorized to sign a Memorandum of Understanding between the City, El Paso Chamber, El Paso Electric Company, the University of Texas at El Paso, and General Motors LLC to collaborate and work together on (i) Electric Vehicle DC Fast Charging deployment for the intra-city region of El Paso; (ii) developing short-interval carbon tracking for approximately thirty local businesses in the El Paso region that would provide insight into carbon reduction strategies; and (iii) deploying one or more microgrid demonstration projects, including but not limited to a proposed project at the El Paso International Airport, that leverage renewable energy and energy storage assets.

APPROVED this _____ day of _____ 2022.

(signatures on following page)

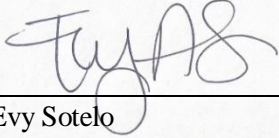
CITY OF EL PASO

Oscar Leeser, Mayor

ATTEST:


Laura D. Prine
City Clerk

APPROVED AS TO FORM



Evy Sotelo
Assistant City Attorney

APPROVED AS TO CONTENT



Elizabeth Triggs, Interim Director
Economic & International Development

MEMORANDUM OF UNDERSTANDING

**Among
The City of El Paso
El Paso Chamber
El Paso Electric Company
The University of Texas at El Paso
General Motors LLC**

This Memorandum of Understanding (this “Agreement” or “MOU”) is entered into as of the _____ day of March 2022, between the City of El Paso, El Paso Chamber (hereinafter referred to as “**EPC**”), El Paso Electric Company (hereinafter referred to as “**EPEC**”), the University of Texas at El Paso (hereinafter referred to as “**UTEP**”) on behalf of its Aerospace Center, and General Motors LLC (hereinafter referred to as “**GM**”). These organizations shall collectively be referred to as the “**Parties**” and individually referred to as a “**Party**.”

Recitals

WHEREAS, the City of El Paso and the EPC are seeking to advance their clean energy initiatives, ensure equity and inclusion in the region’s energy transition for the region, as well as modernize and achieve increased resiliency of energy infrastructure located within their region;

WHEREAS, the City of El Paso and the EPC recognize that improved availability of regional electric vehicle charging infrastructure, carbon tracking mechanisms and deployment of microgrids assist the region with advancing those initiatives;

WHEREAS, the EPEC is a local utility company in the City of El Paso that has expertise in the areas of renewable energy operations and energy services, electricity transmission and distribution operations and distributed energy resources grid management, smart grid applications, and billing and metering;

WHEREAS, UTEP's department of Aerospace and Mechanical Engineering program has faculty advisors and students that would like to participate in educational activities and learnings relative to a potential microgrid project at the El Paso International Airport by helping to develop a digital twin that would support simulation of alternative designs;

WHEREAS, GM has expertise in the areas of smart charging, electric mobility, telematics vehicle data, distributed energy resources, customer experience and customer engagement;

WHEREAS, the City of El Paso, EPC, EPEC and GM intend to collaborate and work together on (i) Electric Vehicle DC Fast Charging (“**EV DCFC**”) deployment for the intra-city region of El Paso; and (ii) developing short-interval carbon tracking for approximately thirty (30) local businesses in the EL Paso region that would provide insight into carbon reduction strategies (“**Carbon Footprint Analysis**”); and the Parties further intend to collaborate and work on deploying one or more microgrid demonstration projects, including but not limited to a proposed project at the El Paso International Airport, that leverage renewable energy and energy storage assets (collectively referred to as the “**Purpose**”).

Agreement

NOW THEREFORE, in consideration of the premises and mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following:

1. Binding Nature.

Except for Section 3, which shall be binding on the Parties in accordance with its terms, this MOU is for discussion purposes, only, and does not constitute a legally binding or enforceable agreement or commitment on any Party, and no Party shall have any obligation or liability until the Parties have executed a definitive agreement relating to the Purpose.

2. Nonbinding Understandings.

a. Anticipated Activities.

- (i) EV DCFC. The City of El Paso, EPC, EPEC and GM (the “**Project Team**”) intend to work together to collaboratively develop analysis to expand the scope of the EV DCFC charging network for the El Paso region, specifically focusing on placement of EV DCFCs in low-income communities to support an equitable transition to electric vehicles. Under this effort, the Project Team anticipates that it will conduct the following:
 - 1) Develop a document outlining an execution plan and roles/responsibilities;
 - 2) Outputs of GM’s vehicle telematics platform “Zeus” will be shared with the City of El Paso to determine the optimal placement of DCFC;
 - 3) Coordinate to create a prioritized list of DCFC locations based on Zeus data and specifically filtered to focus on equity;
 - 4) Informed by the prioritization analysis, and understanding of funding opportunities at the time, the team will provide conceptual layouts/designs and budgetary cost estimates; and
 - 5) Identify risks and a mitigation plan that is closely coordinated with EPEC.
- (ii) Carbon Footprint Analysis. The Project Team intends to coordinate on developing short-interval carbon tracking for approximately thirty (30) local businesses in the EL Paso region that would provide insight into carbon reduction strategies. Under this effort, the Project Team anticipates that it will conduct the following:
 - 1) Deployment of e-meters for the City of El Paso’s Manufacturing Innovation Network; and
 - 2) Collection and analysis of energy data for fleets and building suppliers will be supported by the Project Team.

- (iii) Microgrid Project(s). The Parties intend to enter into a six (6) month feasibility study (the “**Feasibility Study Period**”), which the Parties intend to coordinate to perform a technical feasibility study for microgrids, including a proposed project at the El Paso International Airport, with a specific focus on using novel Vehicle to Grid (V2G) and Vehicle to Building (V2B) functionalities of future electric vehicle fleets. These technologies, along with existing and new renewable generation sources, hydrogen fuel cell technologies, conventional generation technologies, and energy storage will be investigated to inform the conceptual design of microgrids. During the Feasibility Study Period, the Parties anticipate that they will conduct the following:
 - 1) Develop a project scope document which will form the roles and responsibilities of the Parties, collect background information on potential project sites, identify and assess known risks, and define detailed goals and requirements of any potential project;
 - 2) Develop conceptual designs and proposed operating modes, for normal grid-tied operation and emergency outage operation, for potential project sites for any proposed microgrid projects;
 - 3) Define detailed project budgets and cost-sharing opportunities;
 - 4) Develop commercial agreements to enable a transition to the design, construction, and commissioning stage;
 - 5) Coordinate, as needed, to enable the development of a digital twin of the microgrid efforts. This digital twin will provide essential insights into the future design and provide additional confidence in the ultimate deployment of hardware;
 - 6) Contribute resources to define the interconnection processes and other major design considerations for integration of EVs, fuel cells, and other advanced energy and transportation technologies; and
 - 7) Development of future markets for EVs and fuel cells, develop facilities and capabilities to facilitate EVs, hydrogen fuel cell and other advanced mobility technologies research and education.
- b. Definitive Agreements. The Parties anticipate that they would enter into one or more definitive agreements (hereinafter collectively referred to as the “**Definitive Agreements**”) to:
 - (i) Expand the EV DCFC charging network for the El Paso region;
 - (ii) Develop the Carbon Footprint Analysis; and
 - (iii) Deploy one or more microgrid projects.

3. Binding Provisions.

- a. Costs and Expenses. Except as otherwise agreed in writing by the Parties, each Party shall be responsible for all of its costs and expenses associated with actions in furtherance of the Purpose, including without limitation (i) the performance of its obligations under this MOU, (ii) conducting any due diligence investigation, and (iii) drafting and negotiating any definitive agreement relating to the Purpose.
- b. Confidentiality & Publicity. The terms and conditions of this MOU, including any

- discussions in furtherance of the Purpose shall be held as confidential by all Parties. Further, the Parties each agree that they will coordinate with all other Parties prior to making any public disclosure, issuance of any press release, or any other public statement, or otherwise communicate with the media or any governmental entity, concerning this MOU. Notwithstanding the forgoing, no Party shall use any service mark or trademark of any other Party without their prior written consent.
- c. Governing Law. This MOU shall be governed by, and construed and interpreted in accordance with, the laws of the State of Texas, U.S.A., without regard to the conflict of laws principles thereof. Any legal suit, action or proceeding arising out of or related to this MOU shall be instituted exclusively in the state or federal courts of Texas, as applicable, and the Parties irrevocably submit to the exclusive jurisdiction of such courts in any such suit, action, or proceeding, and waive any claim related to venue or lack of personal jurisdiction.
 - d. Agreement Modification. Any modification to the terms of this Agreement shall be valid only if the change is made in a writing signed by authorized representatives of all of the Parties.
 - e. Counterparts. This MOU may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A signed copy of this MOU delivered by e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this MOU, to the extent permitted by the applicable law.
 - f. Entire Agreement. This MOU is the complete agreement of the Parties and supersedes all prior understandings regarding the Purpose.

[Signature Page Immediately Follows]

IN WITNESS WHEREOF, the Parties have caused this MOU to be executed by their duly authorized representatives, effective as of the Effective Date.

CITY OF EL PASO

By: _____

Printed Name: _____

Title: _____

Date: _____

EL PASO CHAMBER

By: _____

Printed Name: _____

Title: _____

Date: _____

EL PASO ELECTRIC COMPANY

By: _____

Printed Name: _____

Title: _____

Date: _____

UNIVERSITY OF TEXAS AT EL PASO

By: _____

Printed Name: _____

Title: _____

Date: _____

GENERAL MOTORS

By: _____

Printed Name: _____

Title: _____

Date: _____