

STANDARD OFFER FOR OUTDOOR LIGHTING SERVICE AGREEMENT

1. **PARTIES:** This Agreement is entered into by and between the customer named in Exhibit 1 of this Agreement, hereinafter referred to as "Customer", and the CITY OF LOS ANGELES ACTING BY AND THROUGH THE DEPARTMENT OF WATER AND POWER, hereinafter referred to as "LADWP". Each of LADWP and Customer are hereinafter referred to individually as a "Party" and together as "Parties".
2. **RECITALS:** This Agreement is made with reference to the following:
 - 2.1 Customer desires Outdoor Lighting service from LADWP with the fixture types and quantities listed in Exhibit 1 of this Agreement at the Lighting Address(es) identified in Exhibit 1 of this Agreement.
 - 2.2 LADWP shall not be required to install Outdoor Lighting equipment at locations where, in its judgment, the service may be objectionable to others or where there is unreasonable exposure to accidental or malicious damage.
 - 2.3 The Parties have determined that it is mutually beneficial to enter into this Agreement.
 - 2.4 This Agreement is entered into in accordance with Subsection 676(b) of the Charter of the City of Los Angeles.
3. **AGREEMENT:** In consideration of the foregoing Recitals, which are hereby incorporated herein, and of the mutual benefits, terms, and conditions contained herein, the Parties agree as follows:
 - 3.1 Customer agrees to receive and purchase Electric Service, including Outdoor Lighting service, from LADWP pursuant to the terms and conditions of this Agreement, the Electric Rate Ordinance, the Rules, and the Electric Service Requirements.
 - 3.2 LADWP agrees to provide and sell Electric Service, including Outdoor Lighting service, to Customer pursuant to the terms and conditions of this Agreement, the Electric Rate Ordinance, the Rules, and the Electric Service Requirements.
 - 3.3 Customer and LADWP shall bear their own costs incurred in the implementation of this Agreement in accordance with the terms and conditions of this Agreement.
 - 3.4 In the event of any conflict or inconsistency between or among the terms and conditions of this Agreement, the LADWP Outdoor Lighting Program Rate Calculation Methodology, and the Electric Rate Ordinance, the following order of precedence will govern the interpretation of this Agreement: (i) this Agreement, (ii) the LADWP Outdoor Lighting Program Rate Calculation Methodology, and (iii) the Electric Rate Ordinance.
4. **DEFINITIONS:** The definitions and terms provided in the Electric Rate Ordinance, the Rules, and the LADWP Outdoor Lighting Program Rate Calculation Methodology are incorporated in and made a part of this Agreement by reference. Notwithstanding anything to the contrary, the following terms, when initially capitalized, whether in the singular or plural tense, shall mean:
 - 4.1 **Agreement:** This Standard Offer for Outdoor Lighting Service Agreement entered into by and between Customer and LADWP.
 - 4.2 **Electric Rate Ordinance:** City of Los Angeles Ordinance No. 16843B, passed by the Los Angeles City Council on December 18, 1992, and all amendments, revisions, replacements, and supplements thereof, including, but not limited to, City of Los Angeles Ordinance No. 184133.
 - 4.3 **Electric Service:** As defined in the Rules.
 - 4.4 **LADWP Outdoor Lighting Program Rate Calculation Methodology:** The calculation methodology approved by the Board of Water and Power Commissioners of the City of Los Angeles for use in the Standard Offer for Outdoor Lighting Service Agreement, and all amendments, revisions, and replacements of that calculation methodology.
 - 4.5 **Outdoor Lighting:** Photoelectrically controlled lighting using LADWP-owned fixtures mounted on existing power poles of LADWP's distribution system, on streetlight poles owned by the City of Los Angeles, or on poles owned by Customer.
 - 4.6 **Rules:** The Rules Governing Water and Electric Service adopted by the Board of Water and Power Commissioners of the City of Los Angeles under Resolution No. 56, dated September 8, 1993, and all amendments, revisions, and replacements thereof.
5. **EFFECTIVE DATE AND TERM:** This Agreement shall become effective upon the "Effective Date", which is the date of acceptance and execution by both Parties. Unless terminated earlier in accordance with Section 6 of this Agreement, this Agreement shall remain in full force and effect until the twentieth (20th) anniversary of the Effective Date.
6. **TERMINATION:**
 - 6.1 LADWP may terminate this Agreement at any time prior to its term by giving at least thirty (30) calendar days' advance written notice of such intent.
 - 6.2 Customer may terminate this Agreement immediately upon written notice of such intent or by telephone call to LADWP's Customer Contact Center telephone line (currently 1-800-DIAL DWP) advising LADWP of such intent.
 - 6.3 Notwithstanding the notice requirement of Section 6.1, LADWP may terminate this Agreement immediately upon written notice of such intent should any installed Outdoor Lighting equipment, in its judgment, prove to be objectionable to others or to be unreasonably exposed to accidental or malicious damage.
 - 6.4 Agreement to terminate and termination by Customer shall be executed by any duly authorized representative of Customer.
 - 6.5 Agreement to terminate and termination by LADWP shall be executed by any duly authorized representative of the LADWP Outdoor Lighting program.
 - 6.6 Customer agrees to pay one hundred dollars (\$100) per installed fixture if Customer terminates part or all of the service subject to this Agreement between eight (8) days and one (1) year after installation of all fixtures subject to this Agreement, provided, however, that this payment per installed fixture is not required if LADWP agrees to that Customer's assignment of this Agreement in accordance with Section 17 of this Agreement.
7. **CHARACTER OF SERVICE:**
 - 7.1 Outdoor Lighting service will be unmetered and provided by LADWP using LADWP's streetlight-style or directional fixtures. Such service will be provided only where LADWP deems that the installation will be of a permanent and established character.
 - 7.2 LADWP shall typically install standard Outdoor Lighting equipment and shall operate and maintain all necessary facilities, which shall remain its sole property at all times. Standard Outdoor Lighting equipment includes a streetlight-style or directional luminaire, automatic control, up to one (1) span of secondary conductor if necessary, and a standard support arm up to fifteen (15) feet in length for the streetlight-style luminaire or up to forty-eight (48) inches in length for the directional luminaire. Nonstandard installations are available at LADWP's sole discretion, but Customer must pay the additional cost of such installation in advance.
 - 7.3 Fixtures shall be lighted daily from dusk to dawn. However, LADWP does not guarantee to anyone, or assume responsibility to provide, continuous lighting during such periods. LADWP shall not be liable to Customer or anyone else for damage, loss, or injury resulting from any interruption in lighting service for any reason, including, but not limited to, electric outages, equipment failures, vandalism, disconnection for nonpayment of bills, and negligence. Customer agrees to hold harmless LADWP, the City of Los Angeles, their boards, officers, agents, employees, assigns, successors-in-interest, contractors, and subcontractors therefor. Customer further agrees to hold harmless LADWP, the City of Los Angeles, their boards, officers, agents, employees, assigns, successors-in-interest, contractors, and subcontractors for personal injury, including, but not limited to, bodily injury, or for any property destruction or damage, to Customer or any person or entity acting on Customer's behalf, including, but not limited to, any agent, designee, contractor of any tier, or lessee, in any manner arising from or in connection with this Agreement.
 - 7.4 LADWP shall typically make any necessary repairs or lamp replacement within three (3) working days after being notified of a lighting outage by Customer, but only during regularly scheduled weekday working hours. Customer should call LADWP's Customer Contact Center telephone line (currently 1-800-DIAL DWP) to inform LADWP of any lighting outage.
 - 7.5 Electricity made available for Outdoor Lighting service under this Agreement shall only be utilized for Outdoor Lighting service under this Agreement. Customer shall not connect or seek to connect its electric load to the Outdoor Lighting facilities at the Lighting Address(es) listed in Exhibit 1.
8. **MONTHLY RATES:**
 - 8.1 Unless a preexisting monthly rate is applicable, the monthly rate fixed for the length of this Agreement for each fixture type shall be fixed using the LADWP Outdoor Lighting Program Rate Calculation Methodology. The monthly rate(s) applicable to service subject to this Agreement are listed in Exhibit 1 of this Agreement.
 - 8.2 Customer accounts shall not be totaled under this Agreement.
 - 8.3 Monthly rates shall not be adjusted for outages unrelated to a failure of only Outdoor Lighting equipment, provided, however, bills may be adjusted in accordance with Section 9.1.
9. **BILLING AND PAYMENTS:**
 - 9.1 The bill shall be the sum of (i) the sum of the monthly rates for each fixture type of the service multiplied by the respective fixture quantities and (ii) any other charges pursuant to this Agreement or the Rules, including, but not limited to, any late payment and service restoration charges, provided, however, that the bill shall be adjusted for a particular fixture to exclude the days in excess of three (3) that the fixture was not working if, after the initial notification from Customer to LADWP of such non-functioning fixture, more than three days pass without LADWP restoring the fixture's functionality.
 - 9.2 All bills for Electric Service, including Outdoor Lighting service under this Agreement, are due and payable upon presentation. Payment shall be made in accordance with the Rules.
 - 9.3 Bills and payments shall be transmitted to the following addresses:
 - 9.3.1 If to Customer: to the Customer Contact Person named in Exhibit 1 (or to Customer if no Customer Contact Person named) at the Billing Address stated in Exhibit 1
 - 9.3.2 If to LADWP:

Department of Water and Power of the City of Los Angeles
P.O. Box 51111, Room 424
Los Angeles, California 90051
Attention: Accounts Payable
 - 9.4 LADWP may change, by written notice to Customer, the name or address of the person to receive payments pursuant to this Agreement.
 - 9.5 Customer may change, by written notice to LADWP or by telephone call to LADWP's Customer Contact Center telephone line (currently 1-800-DIAL DWP), the name or address of the person to receive bills pursuant to this Agreement.
10. **RELOCATING, MODIFYING, OR RESTORING INSTALLATIONS:**
 - 10.1 Outdoor Lighting installations subject to this Agreement may be relocated or modified at the request of Customer for an additional charge, payable in advance.
 - 10.2 Outdoor Lighting installations removed or modified at the request of Customer and those removed for delinquent payment, which are subsequently requested by Customer to be restored within one (1) year of the removal or modification, shall be subject to a charge for all such removal, modification, and restoration costs incurred by LADWP, payable in advance of restoration.
11. **NOTICES:**
 - 11.1 Any written notice under this Agreement shall be deemed properly given on the date of delivery if delivered in person or three (3) days after mailing if sent by registered or certified mail, postage prepaid, to the person specified below unless otherwise provided for in this Agreement.
 - 11.1.1 If to Customer: to the Customer Contact Person named in Exhibit 1 (or to Customer if no Customer Contact Person named) at the Billing Address stated in Exhibit 1
 - 11.1.2 If to LADWP:

Department of Water and Power of the City of Los Angeles
111 North Hope Street, Room 956
Los Angeles, CA 90012
Attention: Outdoor Lighting Program Manager
 - 11.2 LADWP may change, by written notice to Customer, the name or address of the person to receive notices pursuant to this Agreement.
 - 11.3 Customer may change, by written notice to LADWP or by telephone call to LADWP's Customer Contact Center telephone line (currently 1-800-DIAL DWP), the name or address of the person to receive notices pursuant to this Agreement.
12. **UNDERSTANDING:** Exhibit 1 is incorporated herein and made a part of this Agreement. This Agreement contains the entire understanding between the Parties with respect to the subject matter hereof, and there are no other promises, terms, conditions, obligations, understandings, or agreements between the Parties with respect thereto. This Agreement supersedes all previous communications, representations, understandings, and agreements, either oral or written, between the Parties with respect to the subject matter hereof.
13. **EFFECT OF SECTION HEADINGS:** Section headings appearing in this Agreement are inserted for convenience only and shall not be construed as interpretations of text.
14. **NONWAIVER:** None of the provisions of this Agreement shall be deemed waived unless expressly waived in writing. Any omission or failure of either Party to demand or enforce strict performance of provisions of this Agreement shall not be construed as a waiver or as a relinquishment of any rights. All provisions and rights shall continue and remain in full force and effect as if such omission or failure had not occurred.
15. **NONDEDICATION OF FACILITIES:** This Agreement shall not be construed as a dedication of any properties or facilities, or any portion thereof, by either Party to each other or the public.
16. **NO THIRD-PARTY BENEFICIARIES:** This Agreement is for the sole benefit of the Parties hereto and shall not be construed as granting rights to any person or entity other than the Parties or imposing on either Party obligations to any person other than a Party.
17. **CUSTOMER ASSIGNMENT OF RIGHTS:** Customer shall not assign any of its rights under this Agreement unless and until (i) LADWP provides prior written consent thereof and (ii) LADWP finds that such assignment would not result in costs to be incurred by LADWP beyond those anticipated under this Agreement with Customer. Any purported assignment in violation of this section shall be null and void and of no force or effect.
18. **SEVERAL OBLIGATIONS:** Except as otherwise required for public entities under California Government Code Section 885 et seq. or any amendments to or replacements of that chapter, the duties, obligations, and liabilities of the Parties are several and not joint or collective. Nothing contained in this Agreement shall be construed to create an association, trust, partnership, or joint venture or to impose a trust or partnership duty, obligation, or liability on or with regard to either Party. Each Party shall be individually and severally liable for its own obligations under this Agreement.
19. **GOVERNING LAW:** This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the State of California and the City of Los Angeles, without regard to conflict of law principles. All litigation arising out of, or relating to, this Agreement shall be brought in a State or Federal court in the County of Los Angeles in the State of California. The Parties irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of California and waive any defense of forum non conveniens. Customer must comply, to the extent applicable, with California law governing claims by or against public entities and presentation of such claims.
20. **ATTORNEY FEES AND COSTS:** Both Parties agree that in any action to enforce the terms of this Agreement that each Party shall be responsible for its own attorney fees and costs.
21. **EXECUTION:** IN WITNESS WHEREOF, the signatories hereto represent that they have read and understood this Agreement and that they have been appropriately authorized to enter into this Agreement on behalf of the Party for whom they sign. This Agreement is hereby executed on the date and year written in Exhibit 1 of this Agreement.

Exhibit 1

Open Vision Account Number

- New Account
- Change of number of light(s)
- Change of information

Lighting Address:

Customer Name:		Facility Type:	
Customer Contact Person if different than above:		Phone:	
Lighting Address:		TG Page:	Area: <input type="checkbox"/> Metro <input type="checkbox"/> VAL <input type="checkbox"/> Wil <input type="checkbox"/> WLA
City:	Zip:	Cross Street:	
Billing Address:		City:	Zip:
Current Account #:			
Installation Crew:		Installation Date:	

Size & Type	Quantity	Monthly Rate per Unit	Total per Size/Type	Remarks
100 DS		\$	\$	
250 DS		\$	\$	
400 DS		\$	\$	
1000 DS		\$	\$	
175 DH		\$	\$	
250 DH		\$	\$	
400 DH		\$	\$	
1000 DH		\$	\$	
85 DL*		\$	\$	
130 DL*		\$	\$	
250 DL*		\$	\$	
357 DL*		\$	\$	
100 CS		\$	\$	
250 CS		\$	\$	
400 CS		\$	\$	
175 CH		\$	\$	
400 CH		\$	\$	
70 CL*		\$	\$	
100 CL*		\$	\$	
140 CL*		\$	\$	

Total Monthly Rates:	\$	NOTE: Sketch with pole number, pole type and other important info <u>must</u> be attached.
Additional Charges:	\$	Description:

LADWP Outdoor Lighting Specialist:	Phone:	Date Visited:
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<p>Customer agrees to pay the rates and charges stated in this Exhibit 1 when due and executes the attached Agreement in accordance with its Section 21</p> <p>Signature: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>City of Los Angeles acting by and through the Department of Water & Power executes the attached Agreement in accordance with its Section 21.</p> <p>Signature: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>
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Legend:
 DS – High Pressure Sodium, Directional Fixture CS – High Pressure Sodium, Cobra Fixture, Streetlight-style
 DH – Metal Halide, Directional Fixture CH – Metal Halide, Cobra Fixture, Streetlight-style
 DL – Light Emitting Diode, Directional Fixture CL – Light Emitting Diode, Cobra Fixture, Streetlight-style

*The wattage of the LED fixtures to serve Customer may vary, although such fixtures shall provide equivalent lumens.