

**CITY OF HOLLYWOOD
INTEROFFICE MEMORANDUM**

TO: Mayor and Commissioners **DATE:** March 28, 2018
FROM: Douglas R. Gonzales, City Attorney
SUBJECT: Proposed LED Lighting Agreement with Florida Power and Light for the conversion of 5,788 FPL owned and maintained street lights

I have discussed the above Agreement with the participating Department/Office, and the proposed general business terms and other significant provisions are as follows:

- 1) Department/Division involved – Public Works
- 2) Type of Agreement – LED Lighting Agreement
- 3) Method of Procurement (RFP, bid, etc.) – n/a
- 4) Term of Contract
 - a) initial – 10 years
 - b) renewals (if any) – yes, automatic successive five year periods
 - c) who exercises option to renew – automatic unless terminated by parties.
- 5) Contract Amount – no cost for the conversion. City’s expected utility expenses should be reduced by approximately \$13,000.00 annually. (City’s utility cost is based upon the current effective lighting rate schedule on file with the Florida Public Service Commission (FPSC), or any successive lighting rate schedule approved by FPSC.
- 6) Termination rights – Yes, either party may terminate by providing written notice not less than 90 days before the expiration of the initial 10 year term, or any extension thereof
- 7) Indemnity/Insurance Requirements – n/a
- 8) Scope of Services – FPL agrees to convert 5,788 FPL owned street lights to LED lighting and furnish the electric energy necessary for said lighting system.
- 9) Other significant provisions - (a) FPL, will at the request of the City, relocate lighting facilities covered by this agreement, if provided sufficient right-of-ways or easements to do and locations requested are consistent with clear zone right-of-way setback requirements. The City shall be responsible for the payment of all costs associated with its relocation request; (b) in the event that the lighting facilities covered by this agreement are removed, either at the request of the City

or through termination or breach of the agreement, the City shall be responsible for paying to FPL an amount equal to the fixture, pole, and conductor charges for the period remaining on the current term of service plus cost for removal; and (c) this agreement is subject to FPL's Electric Tariff, including but not limited to the General Rules and Regulations for electric service.

cc: Wazir A. Ishmael, Ph.D., City Manager