City of Corpus Christi and AEP Texas
Streetlight Installation Agreement
LED Conversion Project

AEP Texas and The City of Corpus Christi have mutually agreed to implement a mass change-out of existing streetlights, and replace them with new LED street lighting options offered through AEP Texas' Tariffs. Each streetlight identified, will be replaced with an LED light of equivalent wattage range, as noted in the attached chart.

It is AEP Texas' intent to start installations in **August 2021**. This will allow time to order the required lights, schedule appropriate resources and plan other operations associated with the project.   At the suggestion of the City, AEP Texas will focus on a mass change-out along Ocean Drive. If procurement of inventory or scheduling of resources become an issue due to unforeseen circumstances or weather concerns, AEP Texas will advise the City and resume the project as soon as it is reasonably able to do so. All work shall be completed by **December 2022**.

The Corpus Christi LED Conversion project will involve the installation of 523 lights in 2021 and 2022 if necessary. The charge to change out each light is $137.86 per light. AEP Texas will provide the City with an invoice for $**72,100.78** ($137.86 x 523 lights) to be payable 30 days prior to commencement of the project. The $137.86 covers the cost of the average undepreciated value of existing non-LED light fixtures. Should AEP Texas incur additional installation costs, the City shall be advised, beforehand and grant the additional payment approval prior to the streetlight installations. Please note that no lights shall be scheduled for installation until AEP Texas receives payment.

AEP Texas will hold periodic meetings with the City to provide an update on the status of the project and discuss any issues that arise.

The City acknowledges that AEP Texas does not provide street lighting design services, and that AEP Texas will only place replacement LED lights where instructed by City, to the extent it can do so consistent with Good Utility Practice.   City further acknowledges that the color and light pattern of replacement LED street lights may be different from the light pattern of Customer's existing streetlights. The City recognizes that AEP Texas will conduct its operations in a prudent manner and maintain open communication with the city throughout the course of this project.

In the event that either party defaults in its performance under this Agreement, the other party may terminate the agreement by providing the defaulting party with notice in writing of the default, and providing 14 days for the defaulting party to correct such default. If the defaulting party does not correct the default within the 14 day period, the Agreement shall be terminated and the non-defaulting party is released from any obligations under the Agreement yet to be performed as of the date of termination. If the Agreement is terminated prior to completion, AEP Texas shall be entitled to payment in full for all LED lights installed through the date of termination, and the City shall be entitled to a refund of any advanced funds that remain unused by AEP Texas as of the date of termination.

This Agreement shall be construed in accordance with the laws of the State of Texas. In the event of a contractual dispute hereunder, the parties do hereby AGREE and STIPULATE that VENUE shall lie in Nueces County, Texas, and such venue shall not be contested or disputed.

In the event it shall become necessary for any party hereto to file a lawsuit to enforce this Agreement or any provision herein, the party prevailing in such action shall be entitled to recover, in addition to all other remedies or damages, reasonable attorneys' fees incurred in prosecuting or defending such lawsuit.

Acknowledgement for City of Corpus Christi:

By: _____

XXXX, City Manager   Date:_____
City of Corpus Christi
Authorized Signer

Acknowledgement for AEP Texas Inc.:

By: ___*Julio Reyes*_____

Julio Reyes, Vice President   Date: _____
External Affairs
Authorized Signer

                    Attest:

                    _____
                    XXXX, City Secretary