ANALYSIS

This ordinance grants an electrical transmission franchise to Sierra Solar Greenworks, LLC, a Delaware Limited Liability Company ("Franchisee"), to conduct and transmit electricity beginning on May 28, 2015, and terminating on June 11, 2049. The base annual fee payable to the County of Los Angeles by Franchisee will be determined according to a formula contained in Section 2 of this franchise ordinance. Franchisee will pay a one-time granting fee of five thousand dollars ($5,000).

MARK J. SALADINO
County Counsel

By Carole B. Suzuki

CAROLE B. SUZUKI
Deputy County Counsel
Public Works Division

CBS:gjv

Requested: 01/20/15
Revised: 03/03/15

ORDINANCE NO. 2015-0010F

An ordinance granting an electrical transmission franchise to Sierra Solar Greenworks, LLC, a Delaware Limited Liability Company, beginning on May 28, 2015, and terminating on June 11, 2049.

The Board of Supervisors of the County of Los Angeles ordains as follows:

SECTION 1. Franchise Term; Grant.

The franchise is granted to Sierra Solar Greenworks LLC, a Delaware Limited Liability Company ("Franchisee"), and its successors and assigns, beginning on May 28, 2015, the effective date of this franchise, and terminating on June 11, 2049, to construct, operate, maintain, renew, repair, change the size of, and remove or abandon in place, any electrical transmission system, consisting of conduits, manholes, vaults, cables, wires, switches, communications circuits and other equipment, appliances, and appurtenances necessary and appropriate for cable circuit crossings, and for the purpose of conducting and transmitting electricity and electrical energy for light, heat, and power purposes, and for any and all other purposes for which electricity can be used for Franchisee's operations in connection with its solar-photovoltaic power generating facility in the vicinity of 120th Street West and West Avenue I, on, along, upon, in, under, or across those highways as defined in Section 16.36.080 of the Los Angeles County Code dedicated to public use within the unincorporated territory of the County of Los Angeles ("County Highway"), State of California, identified as 110th Street West from West Avenue I to the center line of West Avenue J, as more

particularly shown on Exhibit A, attached hereto and made a part hereof ("Franchise Area").

SECTION 2. Consideration; Payment of Fees.

A. All fees set forth in this ordinance shall be made payable to the County of Los Angeles ("County"), c/o Department of Public Works, P.O. Box 1460, Alhambra, California 91802-1460.

B. Granting Fee. As consideration for the franchise granted, Franchisee shall pay the County a one-time granting fee of five thousand dollars ($5,000) within thirty (30) days after the adoption of this ordinance.

C. Annual Franchise Fee. As additional consideration for the franchise granted, Franchisee shall pay annually on or before May 28 ("Anniversary Date") of each calendar year, in advance, during the term of the franchise, to the County in lawful money of the United States, a franchise fee computed annually ("Annual Franchise Fee"). The Annual Franchise Fee shall be calculated based on the County Highway space occupied by Franchisee's facilities at the rate of three dollars ($3) per linear foot. For purposes of calculating the Annual Franchise Fee, it is agreed that Franchisee's facilities will occupy a total of five thousand four hundred forty-two (5,442) linear feet of County Highway. The Annual Franchise Fee for the first year shall be sixteen thousand three hundred twenty-six dollars ($16,326).

D. Annual Adjustments Based on Consumer Price Index. Every year this franchise is in full force and effect, the Annual Franchise Fee for the current twelve (12) month period shall be increased, effective on the Anniversary Date, based on changes

in the Consumer Price Index for All Urban Consumers for the Los Angeles-Riverside-Orange County California region, as published by the United States Department of Labor, Bureau of Labor Statistics ("Index"), to determine the Annual Franchise Fee for the next twelve (12) months.

The Annual Franchise Fee shall be calculated by multiplying the then-current Annual Franchise Fee by a fraction, the numerator of which shall be the Index for the month ending ninety (90) days prior to the upcoming Anniversary Date ("Current Index") and the denominator shall be the Index for the month ending ninety (90) days prior to the previous Anniversary Date ("Previous Index"). The formula for calculation is shown below:

Current Annual Franchise Fee x [Current Index/Previous Index] = New Annual Franchise Fee.

If the described Index is no longer published and a substitute index is adopted by the Bureau of Labor Statistics, then Franchisee and the County shall accept such substituted index for future Annual Franchise Fee calculations. If no such government index is offered as a replacement, the County shall, at its sole discretion, determine the indexes to be used. In no event shall the Annual Franchise Fee be less than the previous year's Annual Franchise Fee.

E. Additional Fees and Assessments. In addition to the foregoing Annual Franchise Fee, Franchisee shall also pay all applicable County fees and assessments related to construction and operation in the Franchise Area. Franchisee shall also pay any applicable fees provided in the Los Angeles County Code, including, but not limited

to, administrative fees, processing fees, permit fees, late charges, accrued interest, and penalties required in connection with the franchise. These fees may be charged at the then-current applicable rates.

F. The County reserves the right to change its method of calculating fees and the amount thereof, not more frequently than once every five (5) years, if the Board of Supervisors ("Board") determines after a public hearing that good cause exists for such change, and such change is not in conflict with the laws of the State of California.

G. Late Payments. In the event Franchisee fails to make full payment of any of the payments provided for herein on or before the dates they are due, Franchisee shall pay a late charge of ten percent (10%) of the amount due, said ten percent (10%) being due thirty (30) days after the date payments are due. The ten percent (10%) has been set by both parties hereto as liquidated damages in recognition of the difficulty in affixing actual damages from a breach of said time of performance requirement.

In the event full payment of any rate, payment, or fee, including the ten percent (10%) late charge, is not received within sixty (60) days after the due date, an assessment of interest shall accrue on the unpaid balance at one percent (1%) per month beginning on the sixty-first (61st) day after the due date.

SECTION 3. Indemnification and Insurance.

Franchisee shall meet the following indemnification and insurance requirements:

A. Indemnification. Franchisee shall indemnify, defend, and hold harmless the County and its special districts, elected and appointed officers, employees, and agents ("County's Agents") from and against any and all liability and expense, including

claims and lawsuits relating to or arising from the County's grant of this franchise and for injuries or damages of any nature whatsoever, including but not limited to bodily injury, death, personal injury, or property damage, including property of Franchisee, pollution liability, environmental compliance, defense costs, attorney's fees, and workers' compensation benefits, based upon, arising from, or relating to either: (1) Franchisee's use of the franchise and the operations or the services provided by Franchisee, its employees, agents, servants, receivers, contractors, subcontractors, successors, or assignees ("Franchisee's Agents") in connection with this franchise; and (2) any acts or omissions of Franchisee, Franchisee's Agents, or any person in connection with activities or work conducted or performed pursuant to this franchise. Franchisee shall also indemnify, defend, and hold harmless the County and the County's Agents, from and against any and all pollution liability, contamination, or environmental degradation liability, including any and all expenses, claims, and lawsuits for injuries or damages of any nature whatsoever, defense costs, attorney's fees, and workers' compensation benefits, arising from or relating to any threatened, actual, or alleged discharge, dispersal, release, or escape of any substance into or upon any person, thing, or place, including the land, soil, atmosphere, man-made structure, and/or any above or below ground watercourse or body of water, in connection with or related to this franchise. Franchisee shall not be obligated to indemnify the County and the County's Agents for liability and expense arising from the sole negligence of the County or the County's Agents.

B. Insurance. Without limiting Franchisee's indemnification of the County or the County's Agents, Franchisee shall provide and maintain at its own expense during the term of this franchise, the following programs of insurance. Such programs and evidence of insurance shall be satisfactory to the County, and shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County.

1. Certificate(s), Declaration page(s), Endorsements or other evidence of coverage satisfactory to the County shall be delivered to the County on or before the effective date of this franchise, and on or before the expiration date of each term of insurance. Such certificates or other evidence shall:

a. Specifically identify this franchise ordinance.

b. Clearly evidence all insurance required in this franchise ordinance.

c. Contain the express condition that the County is to be given written notice by registered mail at least thirty (30) days in advance of any modification, non-renewal, cancellation, or termination of any program of liability insurance, and at least thirty (30) days in advance of any modification, non-renewal, cancellation, or termination of any program of workers' compensation or other insurance required by this section.

d. Include a copy of the additional insured endorsement to the liability policies, adding the County and the County's Agents as insureds for all activities arising from this franchise.

e. Show Franchisee's insurance as primary to the County's insurance and self-insurance programs. This may be evidenced by adding a statement to the additional insured endorsement required in subsection (d) stating, "It is further agreed that the insurance afforded by this policy is primary to any insurance or self-insurance programs maintained by the additional insureds, and the additional insureds' insurance and self-insurance programs are excess and non-contributing to Named Insured's insurance."

2. Upon request by the County, Franchisee shall provide the County with a copy of its effective policy of insurance providing coverage pursuant to the terms of this franchise.

3. Insurance is to be provided by an insurance company with an A.M. Best rating of not less than A:VII, unless otherwise approved by the County.

4. Franchisee agrees to release the County and the County's Agents and waive its rights of recovery against them under the insurance policies specified in this franchise ordinance.

5. Liability: Such insurance shall be endorsed naming the County of Los Angeles and the County's Agents as additional insureds, and shall include, but not be limited to:

a. Commercial General Liability insurance written on a commercial general liability form (ISO policy form CG00 01, or its equivalent, [including any umbrella policy] unless otherwise approved by the County), with limits of not less than five million dollars ($5,000,000) per occurrence, fifteen million dollars

($15,000,000) policy aggregate, and fifteen million dollars ($15,000,000) products/completed operations aggregate.

i. If written on a claims-made form, such insurance shall be endorsed to provide an extended reporting period of not less than two (2) years following termination or cancellation of this franchise.

b. Comprehensive Auto Liability insurance (written on ISO policy form CA 00 01, or its equivalent, unless otherwise approved by the County), endorsed for all owned, non-owned, and hired vehicles with a limit of not less than one million dollars ($1,000,000) per occurrence.

c. Environmental Impairment Liability insurance, which insures liability for environmental impairment, including cleanup costs, endorsed for "Sudden and Accidental" contamination or pollution. Such coverage shall be in an amount and form to meet all applicable state and federal requirements and, in all events, such coverage shall not be less than five million dollars ($5,000,000) per occurrence.

i. If written with an annual aggregate limit, the policy limit shall be three (3) times the above-required occurrence limit.

ii. If written on a claims-made form, such insurance shall be endorsed to provide an extended reporting period of not less than two (2) years following termination or cancellation of this franchise.

6. Workers Compensation: A program of workers' compensation insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California. Such policy shall be endorsed to waive subrogation against

the County for injury to Franchisee's employees. In all cases, the above insurance shall include Employers Liability insurance with coverage of not less than:

a. Each accident: one million dollars ($1,000,000).

b. Disease-policy limit: one million dollars ($1,000,000).

c. Disease-each employee: one million dollars ($1,000,000).

C. Franchisee shall furnish the County within thirty (30) days of the adoption of this ordinance, and within thirty (30) days of the expiration date of each term of insurance, with evidence of insurance coverage, as required by Section 3.B. to the satisfaction of the County for each of said policies certified by Franchisee's insurance agent, or by the company issuing the policy.

D. The types and amounts of said insurance coverage shall be subject to review and adjustment by the County, at the County's sole discretion, at any time during the term of the franchise. In the event of such adjustment, Franchisee agrees to obtain said adjusted insurance coverage, in type(s) and amount(s) as determined by the County, within thirty (30) days after written notice from the County.

E. Failure on the part of Franchisee to procure or maintain the required insurance, or to provide evidence of current insurance, shall constitute a material breach of the terms of this franchise upon which the County may immediately terminate or suspend this franchise.

F. It is the obligation of Franchisee to provide evidence of current insurance policies. No franchise operations shall commence until Franchisee has complied with

the provisions of this Section 3, and the franchise shall be suspended during any period that Franchisee fails to obtain or maintain the insurance required hereunder.

SECTION 4 . Security/Bond.

A. Security Requirements/Faithful Performance Bond.

1. Within one (1) year following the adoption of this ordinance and, in all events, prior to construction of Franchisee's facilities within the Franchise Area, Franchisee shall provide to the County a faithful performance bond in the sum of not less than one hundred seven thousand and three hundred dollars ($107,300) payable to the County of Los Angeles, executed by a corporate surety licensed to transact business as a surety in the State of California, and acceptable to the County. Such bond shall be conditioned upon the faithful performance by Franchisee of the terms and conditions of this franchise and shall provide that, in case of a breach of any condition of this franchise, the County shall recover for its loss, up to the full amount of the penal sum of the bond, as liquidated damages. Such amount shall be payable to the County by the principal and surety(ies) of the bond.

2. Every year that this franchise is in full force and effect, the amount of the faithful performance bond for the current twelve (12) month period shall be increased by one and one-half percent (1.5%) on or before the Anniversary Date in advance of the next franchise year.

3. Throughout the term of the franchise, Franchisee shall maintain the faithful performance bond in the amount required herein. Within ten (10) business days after receipt of notice from the County that any amount has been withdrawn from the

bond as provided in this section, Franchisee shall restore the bond to the full amount required herein.

4. The faithful performance bond shall be maintained in full effect for one (1) year following the date of the County's approval pursuant to the franchise of any sale, transfer, assignment, or other change of ownership of the franchise or Franchisee, or following the date of expiration or termination of the franchise. The County may release said bond prior to the end of the one (1) year period upon satisfaction by Franchisee of all the obligations under the franchise.

B. Alternative Security.

1. The County, in its sole discretion, may accept alternative security to meet the above bonding requirements in the form of an irrevocable letter of credit, certificate of deposit, or a cash deposit in the form of a Passbook Savings Account acceptable to County as an alternative to a faithful performance bond to guarantee the performance of Franchisee's obligations under this franchise. Such alternative security shall be made payable to the County of Los Angeles and shall be deposited to the satisfaction of the County.

2. The types and amounts of the performance bond or alternative security coverage shall be subject to review and adjustment by the County, at the County's sole discretion, at any time during the term of the franchise. In the event of such adjustment, Franchisee agrees to provide the adjusted coverage, in type(s) and amount(s) as determined by the County, within thirty (30) days after written notice from the County.

C. No franchise operations shall commence until Franchisee has complied with the requirements of this section.

SECTION 5. Transfers and Assignments.

A. Franchisee shall not sell, transfer (including stock transfer), exchange, assign, lease or divest themselves of the franchise or any part thereof (each of which is hereinafter referred to as an "Assignment") to any other person or entity ("Transferee") except with the written consent of the Director of Public Works ("Director"), or his/her designee, and after payment of a transfer fee as detailed in Section 5.G. No such consent shall be required for any Assignment of the franchise in trust or by way of mortgage, deed of trust, pledge, or hypothecation with all or part of Franchisee's other property for the purpose of securing any indebtedness of Franchisee; provided that Franchisee shall provide the County at least ten (10) days' prior written notice of such Assignment in trust, mortgage, deed of trust, pledge or other hypothecation, including the name and address of the assignee, pledgee, mortgagee or otherwise benefitted party. Except as provided in Section 5.E, a merger will not be deemed an Assignment of the franchise.

B. Franchisee shall give notice to the County of any pending Assignment, except as excluded in Section 5.E, and shall provide all documents required by the County as set forth in Section 5.F. Consent to any such Assignment shall only be refused if the County finds that Franchisee is in noncompliance with the terms and conditions of the franchise and/or that the proposed Transferee, as applicable, is lacking in experience and/or financial ability to meet the franchise obligations. Consent shall be

conditioned upon the completion of the Assignment on the terms and conditions set forth in the Assignment documents delivered to the County, the assumption by the Transferee, as applicable, of all Franchisee's covenants and obligations under the franchise, and all information provided to the County under Section 5.F, below, being true and correct as of completion of the Assignment. Upon receipt of such consent from the County, Franchisee may proceed to consummate the Assignment.

C. Franchisee shall deliver to the County within thirty (30) days after the effective date of any Assignment, a certified copy of the duly executed instrument(s) which officially evidence(s) such Assignment. If such duly executed instrument(s) is (are) not delivered to the County within thirty (30) days after the effective date of such proposed Assignment, or if the conditions to consent by the County have not been met, then the County may notify Franchisee and the proposed Transferee that the Assignment is not deemed approved by the County. The County may determine that the Assignment has no force or effect or that the franchise is forfeited.

D. As a condition to granting consent to such Assignment, the County may impose, by ordinance, such additional terms and conditions upon the proposed Transferee which the Board deems to be in the public interest. Nothing contained herein shall be construed to grant Franchisee the right to complete an Assignment except in the manner aforesaid. This section applies to any Assignment, whether by operation of law, by voluntary act of Franchisee, or otherwise.

E. Notwithstanding the foregoing, shareholders, partners, and/or any other person or entity owning an interest in Franchisee may transfer, sell, exchange, assign,

or divest themselves of any interest they may have therein. However, in the event that any such sale, transfer, exchange, assignment, divestment, or other change, including a merger, is effected in such a way as to give majority control of Franchisee to any person or persons, corporation, partnership, or legal entity other than the person or entity with the controlling interest in Franchisee on the effective date of the franchise or the effective date of the last approved Assignment, consent thereof shall be required as otherwise provided in this section.

F. Upon notice by Franchisee of any proposed Assignment, the proposed Transferee shall submit an Assignment application to the County, which shall contain at a minimum:

1. Identification of the proposed Transferee, which indicates the corporate or business entity organization, including the submission of copies of the corporate or business formation papers (e.g., articles of incorporation and by-laws, limited partnership agreements, operating agreements), and the names and addresses of any parent or subsidiary of the proposed Transferee(s), or any other business entity owning or controlling the proposed Transferee in part or in whole.

2. A current financial statement, which has been audited by a certified public accountant demonstrating conclusively to the satisfaction of the County that the proposed Transferee has all the financial resources necessary to carry out all of the terms and conditions of the franchise. The financial statement shall include a balance sheet, profit and loss statement for at least the three (3) most recent years, and a

statement of changes in financial position; however, if the proposed Transferee has been in existence for less than three (3) years, then for such period of existence.

3. A copy of the proposed agreement of sale, letter of understanding, or other documentation which details the proposed Assignment.

4. Other information which may be required by the County to assess the capability of the proposed Transferee to operate and maintain the franchise.

G. The transfer fee shall be the actual costs to process the proposed Assignment application, including any consultant's fees incurred by the County to assist in evaluating the application, but in no event less than two thousand five hundred dollars ($2,500) and referred to as the minimum transfer fee. The minimum transfer fee will be submitted with the proposed Assignment application. Additional monies owed shall be due and payable prior to final determination of the request by the County.

SECTION 6. Relocation of Facilities.

A. If any of the facilities constructed, installed, or maintained by Franchisee pursuant to this franchise on, along, upon, in, under, or across the County Highway are located in a manner which prevents or interferes with the change of grade, traffic needs, operation, maintenance, improvement, repair, construction, reconstruction, widening, alteration, or relocation of the County Highway, Franchisee shall remove and relocate any such facility at no expense to the County, or any applicable cities or other public entities, within the time required by the County, upon receipt of a written request from the County to do so.

B. If Franchisee neglects or fails to remove and relocate its facilities, within the time required by the County after receipt of any such notice, Franchisee shall be solely responsible for, and shall reimburse the County, city, and other applicable public entities, any and all additional costs or expenses incurred by the County, city, and other applicable public entities, due to, or resulting from, such delay and/or failure to remove and relocate Franchisee's facilities. Failure to remove such facilities within the time required by the County may constitute a breach of this franchise in the sole discretion of the County.

C. The County reserves the right for itself, and for all cities and public entities which are now or may later be established, to lay, construct, repair, alter, relocate and maintain subsurface or other facilities or improvements of any type or description on, along, upon, in, under or across the County Highway over which the franchise is granted.

SECTION 7. Removing or Abandoning Facilities.

A. Removal. Franchisee must remove all of Franchisee's facilities located within the Franchise Area within one hundred eighty (180) days of the expiration or other termination of the franchise, and shall restore the Franchise Area to its former state at the time such facilities are removed, as near as may be, so as not to impair its usefulness, unless the County agrees that the facilities can be abandoned in place as set forth in Section 7.B, below.

B. Abandonment. Upon application from Franchisee, the County may give Franchisee permission to abandon, without removing, any facility laid, constructed,

operated, or maintained under this franchise. The Director shall determine whether abandonment may be effected without detriment to the public interest and under what conditions such proposed abandonment may be effected. Within thirty (30) days of the Director's determination granting the request to abandon its facilities, Franchisee shall apply for a permit in compliance with the requirements of the applicable provisions of the County Highway Ordinance in Division 1 of Title 16 of the Los Angeles County Code, or any successor or amended provisions ("County Highway Ordinance") and commence work authorized by the permit within sixty (60) days of permit issuance.

SECTION 8. Conditions of Franchise Grant; Suspension, Forfeiture, and/or Termination Grounds and Procedure.

A. This franchise is granted upon each and every condition contained in this ordinance, including such conditions as are incorporated by reference herein.

B. Any neglect, failure, or refusal to comply with any of the conditions of this franchise shall constitute grounds for the suspension, forfeiture and/or termination thereof. The Board, prior to any suspension or termination of the franchise, shall give to Franchisee not less than thirty (30) days' notice in writing of any default. If Franchisee does not within the noticed period begin the work of compliance to cure the default, or after such beginning does not prosecute the work with due diligence to cure the default, the Board may hold a hearing at which Franchisee shall have the right to appear and be heard, and thereupon the Board may determine whether such conditions are material and essential to the franchise and whether Franchisee is in default with respect thereto and may declare the franchise suspended or terminated. Notice of the hearing shall be

given to Franchisee by certified mail not less than thirty (30) days before said hearing. The franchise may only be suspended or terminated by the Board after a hearing.

SECTION 9. Construction, Operation, and Maintenance.

A. All facilities, constructed, laid, operated, or maintained under the provisions of this franchise shall be constructed, laid, operated, or maintained in accordance with and conforming to all the ordinances, codes, rules, and regulations now or hereafter adopted or prescribed by the Board and all applicable local, state and federal laws and regulations.

B. Franchisee shall not commence any construction, excavation or encroachment work under the franchise until it has obtained any permit or authorization required by the Los Angeles County Code, including, but not limited to, the County Highway Ordinance, except in cases of emergency affecting public health, safety or welfare, or the preservation of life or property, in which case Franchisee shall apply for such permit not later than the next business day.

C. The work of constructing, laying, replacing, repairing, or removing facilities authorized under the provisions of this franchise on, along, upon, in, under, or across the County Highway in the Franchise Area shall be conducted with as little hindrance as practicable to the use of the highway for purpose of travel; and as soon as the constructing, laying, replacing, repairing, or removing of any of said facilities is completed, all portions of the highway which have been excavated or otherwise injured thereby shall be placed in as good condition as the same was before constructing, laying, replacing, repairing or, removing of the facilities, to the satisfaction of the County.

D. The County reserves the right for itself, and for all cities and public entities which are now or may be later established, to improve the surface of any highway over which the franchise is granted.

E. If the County constructs or maintains any storm drain, sewer structure, or other facility or improvement under or across any facility of Franchisee maintained pursuant to this franchise, Franchisee shall provide, at no expense to the County, such support as shall be reasonably required to support, maintain, and protect Franchisee's facility.

F. Franchisee shall provide information regarding the positive location (normally by potholing) of the facilities laid and/or constructed under this franchise, at no cost to the County, within twenty-one (21) days of the request of the County.

G. If any portion of any highway shall be damaged by reason of defective facilities laid or constructed under this franchise, Franchisee shall, at its own expense, repair any such defect and put such highway in as good condition as it was before such damage was incurred, to the satisfaction of the County. If Franchisee neglects or fails to repair such damage after receipt of any such notice, or if such damage constitutes an immediate danger to public health and safety requiring the immediate repair thereof, Franchisee shall be solely responsible for, and shall reimburse the County, city, and other applicable public entities, any and all additional costs or expenses incurred by the County, city, and other applicable public entities, due to, or resulting from, such damage.

SECTION 10. Notices.

Unless stated otherwise herein, any notices to be given or other documents to be delivered by either party may be delivered in person, by private courier, or deposited in the United States mail to the party for whom intended as follows:

To County: Attention: Survey/Mapping & Property Management Division
County of Los Angeles Department of Public Works
P.O. Box 1460
900 South Fremont Avenue
Alhambra, California 91802-1460

AND

Executive Office of the Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

To Franchisee: Attention: Operations
Sierra Solar Greenworks LLC
c/o sPower
2749 East Parley's Way, Suite 310
Salt Lake City, Utah 84109

SECTION 11. County Franchises.

This franchise is granted pursuant to the provisions of Division 3, Franchises, of Title 16, Highways, of the Los Angeles County Code, the provisions of which are incorporated herein by reference, and as Division 3 of Title 16 may be amended hereafter and/or in any successor provisions. In the event the provisions of this franchise conflict with the provisions of Division 3 of Title 16, and/or with any successor provisions, the provisions herein shall control. Without limiting the generality of the

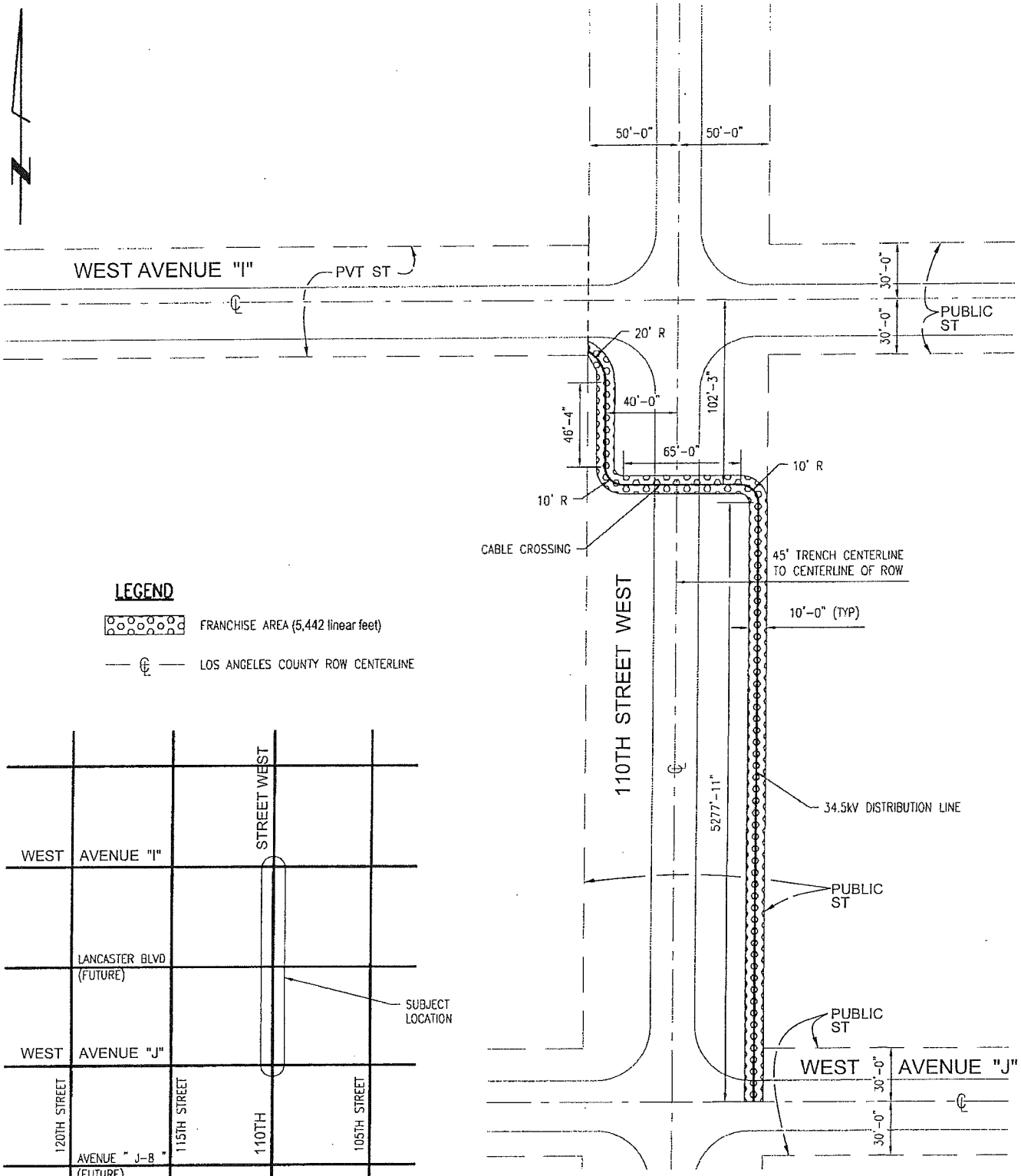
foregoing, Section 16.44.050 of the Los Angeles County Code is superseded by this ordinance.

SECTION 12. Franchise Operative Date.

The operative date of this franchise shall be May 28, 2015.

[SRASOLGRNFRNCSCC]

REV	REVISIONS	DATE	DRN	DSGN	CKD	APPD
D	ISSUED FOR REVIEW	11/17/2014	BJA	JRC	BJH	BJH
C	ISSUED FOR REVIEW	09/29/2014	BJA	JRC	BJH	BJH
B	ISSUED FOR REVIEW	09/16/2014	BJA	JRC	BJH	BJH
A	ISSUED FOR REVIEW	09/09/2014	BJA	JRC	BJH	BJH



DSGN	JRC	09/05/2014	
DRN	BJA	09/05/2014	
CKD	BJH	09/08/2014	
SCALE:	NTS		
FOR 8.5x11 DWG ONLY			

POWER ENGINEERS

S-POWER

SIERRA SOLAR GEN-TIE

EXHIBIT A

JOB NUMBER 134540

REV D

DRAWING NUMBER A

REFERENCE DRAWINGS

S-Power Exhibit.dwg

SECTION 13. This ordinance shall be published in The Daily Commerce a newspaper printed and published in the County of Los Angeles.

Mike Antonovich
Mayor

ATTEST:

Patrick Ogawa
Acting Executive Officer -
Clerk of the Board of Supervisors
County of Los Angeles

I hereby certify that at its meeting of April 28, 2015 the foregoing ordinance was adopted by the Board of Supervisors of said County of Los Angeles by the following vote, to wit:

	Ayes		Noes
Supervisors	Hilda Solis	Supervisors	None
	Mark Ridley-Thomas		
	Sheila Kuehl		
	Don Knabe		
	Michael D. Antonovich		

Effective Date: May 28, 2015

Operative Date: May 28, 2015

Patrick Ogawa
Acting Executive Officer -
Clerk of the Board of Supervisors
County of Los Angeles

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

PATRICK OGAWA
Acting Executive Officer
Clerk of the Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM:
MARK J. SALADINO
County Counsel

By _____
Richard D. Weiss
Chief Deputy County Counsel

S:\Ordinances\County Counsel\2015\2015-0010F