

**SITE LICENSE AGREEMENT FOR SOLAR PHOTOVOLTAIC AND BATTERY  
ENERGY STORAGE SYSTEM (“SYSTEM”) *{Revision 1}***

**AGREEMENT NUMBER:** \_\_\_\_\_  
(Licensee)

**FOR THE LICENSED AREA LOCATED AT**  
(SITE) \_\_\_\_\_, (CITY) \_\_\_\_\_, CA, (ZIP) \_\_\_\_\_

**DATED:** \_\_\_\_\_, 20\_\_\_\_

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## SITE LICENSE AGREEMENT

This SITE LICENSE AGREEMENT (“SLA”) is dated \_\_\_\_\_, 20\_\_, for reference purposes only and is by and among the Judicial Council of California (the “Judicial Council”) and \_\_\_\_\_ (“Licensee”). The Parties agree as follows:

### WITNESSETH:

**WHEREAS**, the State of California (“State”) owns the fee simple title to certain real property located at \_\_\_\_\_, in the City \_\_\_\_\_, County of \_\_\_\_\_, State of California (the “Site”) which operates as the \_\_\_\_\_ (“Court”); and

**WHEREAS**, pursuant to the Trial Court Facilities Act of 2002 (SB 1732), and specifically Government Code section 70391, the Judicial Council is empowered by the California Legislature to “exercise full responsibility, jurisdiction, control, and authority as an owner would have over trial court facilities” and is thereby authorized to enter into this License; and

**WHEREAS**, Licensee desires to obtain, and the Judicial Council desires to provide, a non-exclusive revocable license (the “License”) to use a designated area of the Site (the “Licensed Area”) to install, construct, maintain, and operate the System, which area is more fully defined and described in Exhibit B; and

**WHEREAS**, upon completion of construction of the System, as more specifically described in Exhibit C, Licensee desires to sell, and the Judicial Council desires to purchase, Electricity; and

**WHEREAS**, Licensee and the Judicial Council have this same date entered into the SPPA for the provision of Electricity by Licensee to the Judicial Council, which SPPA is attached as Exhibit D; and

**NOW, THEREFORE**, in consideration of the above recitals and mutual promises set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

### 1. EXHIBITS, DEFINITIONS, AND COMPLIANCE WITH SPPA

#### 1.1. Exhibits. The following is a list of Exhibits to this SLA:

Exhibit A – Definitions

Exhibit B – Depiction of Licensed Area

Exhibit C – Technology Description

Exhibit C-1 – Minimum Requirements

Exhibit C-2 – O&M Services

- Exhibit D – Solar Power Purchase Agreement (SPPA)
- Exhibit E – Licensee Access Procedures
- Exhibit F – Design and Installation Process and Milestone Schedule
- Exhibit G – Prevailing Wage Certification
- Exhibit H – Prevailing Wage and Labor Requirements
- Exhibit I – As-Built Drawings and Other Technical Documents and Specifics
- Exhibit J – General Installation Requirements
- Exhibit K – Minimum Structural Requirements
- Exhibit L – Form of Lender Estoppel Certificate for Financing
- Exhibit M – Form of Judicial Council Estoppel Certificate
- Exhibit N – Reserved
- Exhibit O – Licensee Certifications
- Exhibit P – Transaction Fees
- Exhibit Q – Internal Background Check Policy
- Exhibit R – Judicial Council Tool Control Policy
- Exhibit S – Judicial Council Trenching / Utility Resources Relocation Provisions
- Exhibit T – Contract Termination Schedule

*Exhibit U – California Air Resources Board Certification*

- 1.2. Definitions.** Except as specifically provided to the contrary in this SLA, or unless the context clearly requires otherwise, the capitalized terms in this SLA (including any exhibits, attachments, and appendices) shall have the meanings set forth in Exhibit A.
- 1.3. Compliance with SPPA, including Remedies.** The SPPA is hereby incorporated by reference into this SLA. In particular, any default by Licensee or Licensee’s subcontractors, as applicable, under the SPPA, shall be deemed a default by Licensee under this SLA, and the provisions in the SPPA regarding the Parties’ default, termination, and remedies shall also apply to this SLA. Should any provision, term, or requirement in this SLA be in conflict with any provision, term, or requirement in the SPPA, this SLA shall be controlling.

## 2. TERM

- 2.1. Term.** The Initial Term shall commence on the Effective Date and continue for a period of \_\_\_\_\_ (\_\_\_) years after the Commercial Operation Date, unless terminated earlier pursuant to the provisions in this SLA. The “Termination Date” is the date on which this SLA terminates. In the event of termination of the SPPA, this SLA shall be deemed to terminate as of the same date. The Parties may agree to up to three (3) additional terms of five (5) years each (an “Additional Term” and, together with the Initial Term, the “Term”).
- 2.2. No Post-Termination Use Right.** This SLA shall terminate as of the Termination Date without any further notice thereof by the Judicial Council, and Licensee shall have no right to use the Licensed Area after the Termination Date except as expressly provided in this SLA, including but not limited to section 11.1.

## 3. GRANT OF LICENSE AND PERMITTED AND PROHIBITED USE

- 3.1. Permitted Use and Maintenance of Licensed Area.** The Judicial Council grants to Licensee, and its agents, employees, subcontractor(s), and authorized successors and assigns (collectively the “Permittees,” each a “Permittee”) a non-exclusive and revocable limited license (the “License”) to enter upon and use the Licensed Area, together with the right of ingress and egress to and from, under, over, and across the Licensed Area, for the construction, maintenance, and operation of the System for the production and transmission and inversion of solar PV generated Electricity under the provisions of this SLA and the SPPA and for no other use or purpose (the “Permitted Use”). In no event shall Licensee’s Permitted Use of the Licensed Area upon which a System is located interfere in any way with Court’s ingress and egress to and from and ongoing use of the parking and driveway areas within the Licensed Area.

Licensee shall maintain the Licensed Area, or cause the Licensed Area to be maintained, in a commercially reasonable manner, at its sole expense, in order to maximize the functionality of the System. Notwithstanding the foregoing, Licensee may not remove any trees without the Judicial Council’s prior written approval. Licensee shall have no expectation of the Judicial Council’s maintenance of the Licensed Area for vegetation management.

- 3.2. No Judicial Council Warranties.** Licensee acknowledges that the Judicial Council has not made any statements or representations or warranties regarding the Licensed Area’s fitness, including existing conditions of any improvements or underground utility locations and subsurface ground conditions, for the Permitted Use, and Licensee agrees that it is not relying upon any statement or representation or warranty by the Judicial Council or any third party regarding the Licensed Area, the fitness of the Licensed Area for the Permitted Use or any other matter. Licensee acknowledges and accepts the Licensed Area in “As-Is Where-Is” condition. Licensee has had an opportunity to inspect the Licensed Area and every aspect thereof and represents to the Judicial Council that the Licensed Area is in a condition acceptable to Licensee for the Permitted Use.



- 3.3. Licensee Waiver.** The Judicial Council hereby expressly disclaims and Licensee hereby waives all implied warranties regarding the Licensed Area including, without limitation, any warranty of merchantability or warranty of fitness for a particular use or purpose and accepts the Licensed Area, “As-Is, Where-Is.”

**Licensee hereby initials this section to verify this waiver.**

Initials

- 3.3.1. Lead-based Paint Disclaimer.** Except as disclosed by the Judicial Council, Licensee, by acceptance of this SLA, is hereby notified and informed and shall assume that the Licensed Area contains lead-based paint. Licensee shall be prepared to perform localized abatement in the Licensed Area. Licensee accepts the Licensed Area in its “As-Is, Where-Is” condition and shall hold harmless, indemnify, and defend the State, the Judicial Council, and Court, their officers, agents, and employees from all liability, damages, claims which may occur to any real or personal property or persons by the presence of any lead-based paint currently in or at the Licensed Area. If lead-based paint containment and/or removal will be required as a result of Licensee’s installation of the System, Licensee shall not install the System until all lead-based paint containment and/or removal work is performed and certified as completed by a licensed lead-based paint Licensee approved by the Judicial Council in accordance with Article 3.11. Licensee shall submit copies of the certification of completion of any and all lead-based paint work to the Judicial Council pursuant to the Notice provisions in section 16.1 prior to the installation of the System at the Licensed Area.

**If checked by the Judicial Council, Licensee hereby initials this section to verify its agreement with this provision.**

Initials

- 3.3.2. Asbestos Disclaimer.** Except as disclosed by the Judicial Council, Licensee, by acceptance of this SLA, is hereby notified and informed and shall assume that the Licensed Area contains asbestos. Licensee shall be prepared to perform localized abatement in the Licensed Area. Licensee accepts the Licensed Area in its “As-Is Where-Is” condition and shall hold harmless, indemnify, and defend the State, the Judicial Council, and the Court, their officers, agents, and employees from all liability, damage, losses, and claims which may occur to any real or personal property or persons by the presence of any asbestos currently in or at the Licensed Area. If asbestos containment and/or removal will be required as a result of Licensee’s installation of the System, Licensee shall not install the System until all asbestos containment and/or removal work is performed and certified as completed by a licensed asbestos contractor approved by the Judicial Council in accordance with Article 3.11. Licensee shall

submit copies of the certification of completion of any and all asbestos work to the Judicial Council pursuant to the Notice provisions in section 16.1 prior to the installation of the System.

**If checked by the Judicial Council, Licensee hereby initials this section to verify this indemnity and agreement.**

Initials

**3.3.3. Licensee Remediation.** If subsurface conditions, material, lead, or asbestos is found that was not disclosed by the Judicial Council to Licensee before the Effective Date, the Parties agree that Licensee shall be responsible for such remediation and work shall be considered an Additional Project Expense as listed in the SPPA. If remediation is required, then the milestone dates set forth for design and construction in Exhibit F, shall be adjusted for the time required by Licensee to complete the remediation. Provided however, such time adjustment shall not excuse Licensee from the requirement in section 3.3 of the SPPA to meet the 3-year PTO deadline and maintain System eligibility for NEM 2.0.

**3.4. Limitation on Use.** Licensee and Permittees shall use the Licensed Area for the Permitted Use only. Licensee shall not permit or suffer any other use of the Licensed Area or any part thereof by parties or persons other than Permittees, or provide the System for the use by parties or persons other than Permittees without first obtaining the Judicial Council's prior written consent. No change or Alteration to the Licensed Area, System, or Permitted Use may be made by Licensee without the prior written approval of the Judicial Council and the SPWB.

**3.5. Prohibited Uses.** Licensee shall not use or allow the Licensed Area to be used for any improper, immoral, or unlawful purposes, nor shall Licensee cause, maintain, or permit any nuisance in, on, or about the Licensed Area. Licensee will not use or allow the Licensed Area to be used for any purpose inconsistent with the Permitted Use or other terms of this SLA or the SPPA. Licensee will comply with all policies, rules, and regulations (collectively the "Regulations") adopted by the Judicial Council for the Licensed Area. Such Regulations shall include, but not be limited to, any laws, regulations, policies, or orders pertaining to the Covid-19 pandemic, as well as the prohibition against the possession or use of firearms, liquor, or illegal drugs. Any violation of said Regulations may be grounds for immediate termination of this SLA and the SPPA, and removal of Licensee; Licensee shall have the right to remove the System pursuant to section 11.1 of this SLA. Upon such removal of the System, Licensee shall have no further right to use the Licensed Area and the Judicial Council shall not have any obligation to pay Licensee Actual Damages.

**3.6. Permittees Access.** Permittees' access to the Licensed Area shall be subject to access procedures as set forth in Exhibit E (License Access Procedures). Only Permittees shall be permitted access to the Licensed Area; provided that Lender and its employees and agents (all as agents of Licensee) shall have access to the Licensed Area once during

each calendar year to inspect the System, subject to the same access requirements as Licensee.

- 3.7. License Area Signage and Lighting.** Licensee shall not erect or install any signage or exterior lighting within the License Area without the prior written approval of the Judicial Council which shall be at the sole discretion of the Judicial Council.
- 3.8. Security.** Licensee shall at all times keep the Licensed Area and all areas of construction and operation adequately secured for safety and security purposes. Licensee shall coordinate with Judicial Council and the Court and comply with all Site security requirements when accessing the Licensed Area as provided in this SLA. Licensee hereby acknowledges that neither the Judicial Council nor the Court shall have any obligation whatsoever to provide guard services or other security measures for the benefit of Licensee. Licensee assumes all responsibility for the protection of Permittees, the System, and other personal property of Licensee and of Licensee's subcontractor(s), agents, and invitees from acts of third parties.
- 3.9. No Interference/Quiet Enjoyment.** Licensee shall ensure that use of the Licensed Area for the Permitted Use will not obstruct or interfere with the Judicial Council's or Court's use of the Licensed Area, the Site, the Facility, or the rights of any other occupants of the Licensed Area, the Site, or the Facility. Licensee will not injure or annoy any occupants of the Licensed Area, the Site, or the Facility. Such interference shall constitute a default of this SLA. In the event interference occurs, Licensee agrees to take all reasonable steps necessary to eliminate such interference as promptly as possible upon written notice thereof by the Judicial Council. The Judicial Council reserves to itself all rights in the Licensed Area, including but not limited to, the right to construct, reconstruct, modify, or make alterations to the Licensed Area, so long as the exercise of such retained rights do not unreasonably interfere with the Permitted Use.
- 3.10. Applicable Laws and Regulations.** All activities conducted by Licensee pursuant to this SLA shall be in compliance with all Applicable Laws and shall be conducted at Licensee's own cost and expense. Interpretation and enforcement of the terms of this SLA and the SPPA shall be governed by California law. Any contract entered into by Licensee for work to be performed pursuant to this License shall incorporate this section and shall require that subcontractors comply with all Applicable Laws.
- 3.11. Hazardous Material.**
- 3.11.1. General.** Licensee agrees to comply with all Applicable Laws pertaining to the use, storage, transportation, and disposal of Hazardous Material at the Licensed Area. Licensee shall indemnify, defend, and hold harmless the State, the Judicial Council, and the Court, including their officers, agents, representatives, and employees from any and all liabilities and costs (including any and all sums paid for settlement of claims, litigation, expenses, attorneys' fees, consultant and expert fees) of whatever kind or nature, known, or unknown, resulting from any violation of Applicable

Laws caused by Licensee or Licensee's representatives. In addition, Licensee shall reimburse the Judicial Council for any and all costs related to investigation, clean up and/or fines incurred by the Judicial Council for non-compliance with Applicable Laws that are caused by Licensee or Licensee's representatives. The Judicial Council reserves the right to inspect the Licensed Area for purposes of verifying compliance with Applicable Laws.

**3.11.2. Cutting, Patching, and Repairing.** Prior to any cutting or removing of existing materials, Licensee must ensure that a hazardous material survey has been completed on all materials disturbed by cutting or removing activities. Refer to section 3.11.3 Hazardous Materials for additional detail. By starting cutting or patching operations, the Licensee acknowledges completion of hazardous material survey results, completion of abatement requirements prior to cutting or removing, acceptance of existing conditions, and the responsibility to restore the cut and patched area to match the original conditions.

- (i) Licensee is responsible for all cutting, fitting, or patching required to complete the work or to make its parts fit together properly.
- (ii) The cutting work shall be executed by methods that will avoid damage to surrounding areas and provides proper surface conditions to receive patching, repairing, and finish work.
- (iii) Surfaces shall be refinished to match adjacent finishes. For continuous surfaces, refinish to nearest intersection; for an assembly, refinish entire unit.
- (iv) Licensee is responsible for providing supports to assure structural integrity of the surroundings, devices, and methods to protect other portions of the surroundings from damage.
- (v) Licensee must not cut or otherwise alter the work of the Judicial Council or any other Licensee except with the written consent of the Judicial Council.

**3.11.3. Hazardous Material Treatment.** Prior to performing any work that would disturb the existing conditions (i.e., cutting, removing, etc.), the Licensee shall complete a hazardous material survey on all Hazardous Material that will be disturbed prior to the performance of the scope of work. The Licensee will be required to comply with the Judicial Council's Asbestos Management Plan and Hazardous Materials Management Process. The Licensee will review all test results prior to performing work. The Licensee will be responsible for soliciting and contracting with a licensed abatement contractor to perform abatement

of hazardous material present in accordance with all regulatory requirements.

- (i) Licensee must comply with all federal, State, County and local laws, statutes, ordinances, and other regulations covering the use, storage, transportation, and disposal of any Hazardous Materials on the Project and must obtain all permits and pay all fees and taxes related thereto for all services and materials required to perform the Project.
- (ii) Prior to commencing work to install the System, Licensee must submit to the Judicial Council three (3) copies of a list of all Hazardous Materials expected to be used in the System or its installation. Licensee must keep a copy of the list at the Site. This list must include but not be limited to any cleaners, solvents, paints, or explosive charges used in the installation of the System. Licensee must submit one (1) copy of OSHA Safety Data Sheet (“SDS”) for each material listed and must advise every person at or near the Site of these materials, of proper handling, and of proper action in case of accident or exposure.
- (iii) Licensee must safely contain and store all its Hazardous Material, and in the event of spill or discharge, must immediately notify all required federal, State, County, and local agencies including the fire department. Licensee must protect personnel from exposure and provide treatment as necessary.
- (iv) Licensee must immediately advise the Judicial Council of any potentially Hazardous Material encountered at the Site and must take all necessary action to prevent exposure of personnel until the material is identified and proper action can be taken.
- (v) Licensee must not store or use any Hazardous Material near air intakes or doors and windows serving persons on or off the Site without proper protection and safeguards to prevent exposure.
- (vi) Licensee must exercise all required precautions and safeguards in the storage, use and disposal of Hazardous Materials. Nothing in this Article 3.11, “Hazardous Material,” relieves Licensee of responsibility for compliance with all applicable laws and statutes, or other provisions of this Agreement, particularly Licensee’s responsibility for damage and preservation of life and property.
- (vii) The Licensee will be responsible for soliciting and contracting with a licensed abatement contractor to perform abatement of Hazardous Material present in accordance with all regulatory requirements.

**3.11.4. Prohibited Hazardous Substance or Materials.** Licensee is prohibited from, and will prohibit its Subcontractor(s), and their Subcontractor(s) from bringing onto the Site or using in the installation of the System, any Hazardous Material including, but not limited to, asbestos, asbestos containing material or product, polychlorinated biphenyls (PCB), lead contaminated material, or any substances that are regulated by any governmental entity.

- (i) Should the Licensee be required to utilize hazardous materials in the installation of the System it shall notify the Judicial Council of its need to do so, and the Licensee shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities regarding the storage and/or use of explosives or other hazardous materials or equipment necessary for the installation of the System.
- (ii) Licensee must comply with all federal, State, County, and local laws, statutes, ordinances, and other regulations covering the use, storage, transportation, and disposal of any Hazardous Material on the Site, and must obtain all permits and pay all fees and taxes related thereto for all services and materials required to construct, install, operate, or maintain the System.
- (iii) Licensee must exercise all required precautions and safeguards in the storage, use and disposal of Hazardous Material. Nothing in this Article 3.11, “Hazardous Material,” relieves Licensee of responsibility for compliance with all applicable laws and statutes, or other provisions of this Agreement, particularly Licensee’s responsibility for damage and preservation of life and property.
- (iv) Licensee agrees to comply with Judicial Council’s Asbestos Management Plan and Hazardous Materials Management Process.

**3.12. Violation of Law.** Licensee shall immediately suspend any use of the System upon notice by the CPUC, CEC, or any governmental authority having jurisdiction over any of Licensee’s activities under this SLA which constitutes notice of an alleged violation of any Applicable Laws until the violation, if any, is corrected and the applicable governmental authority determines that the violation is corrected. Licensee shall immediately notify the Judicial Council regarding any alleged violation. Failure of Licensee to immediately suspend use of the System and/or to notify the Judicial Council in accordance with this provision after receiving a notice of a violation of any Applicable Laws or violations posing a risk to public health or safety may be grounds for termination by the Judicial Council of this SLA with no obligation to pay Actual Damages to Licensee under this SLA; provided, however; Licensee shall have the right to remove the System as provided in this SLA.

**3.13. No Infringement.** Licensee represents and warrants that Licensee’s installation and operation of the System shall not infringe upon any third party’s intellectual property or other proprietary rights. In addition, Licensee shall pay all royalties and license fees which may be required for the methodology, techniques, and for other intellectual property in connection with the System. Licensee shall indemnify the State and the Judicial Council against and defend all suits or claims for infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary or contractual rights and shall defend and hold the State and the Judicial Council harmless from loss, expense, claim, or cost on account thereof.

**3.14. Air Quality – Dust Control Plan.** If applicable, Licensee must develop and implement a Dust Control Plan for dust control during pre-construction, construction, and post-construction activities including maintenance activities. The plan must identify sources of dust and measures to control the dust from those sources. The plan must also identify methods to control dust migration from the work and staging areas, including all unpaved roadways servicing the construction site and Licensed Area. Adherence to the Dust Control Plan is a requirement for the entire Term of the SLA. The plan must comply with local air pollution control district requirements, including approval by or notification to the local authority, if required. On-site activities are not to commence until the Dust Control Plan has been submitted and accepted by the Judicial Council and the Licensee is prepared to implement the measures in the Dust Control Plan. The Licensee must designate a person or persons to monitor and record dust control measures during on-site activities that cause dust and maintain daily records that shall be submitted to the Judicial Council upon request. Licensee shall be responsible for any costs, including any fees or charges, imposed by any air quality regulatory authority in relation to Licensee’s work under this SLA.

**3.15. California Air Resources Board.** *Licensee shall comply and shall require its subcontractors, if any, to comply with the California Air Resources Board (“CARB”) In-Use Off-Road Diesel-Fueled Fleets requirements (Title 13 CCR sections 2449, 2449.1 and 2449.2) as applicable. Licensee shall execute and require every applicable subcontractor to execute the CARB Certification (Exhibit U). Licensee shall provide copies of all executed certifications to the Judicial Council.*

**4. LICENSEE NON-ENCUMBRANCE IN FACILITY, SITE AND LICENSED AREA, SUBORDINATION**

**4.1. Non-Encumbrance and Subordination to Senior Security Documents.** Licensee shall not encumber the Facility, the Site, or the Licensed Area. Licensee acknowledges and understands that this SLA and all rights of Licensee under this SLA are subject and subordinate to all existing leases, easements, rights of way, declarations, restrictions, or other matters of record and all existing agreements of the State, SPWB, and/or the Judicial Council with respect to the Facility, the Site, or the Licensed Area. All rights of control, use, occupancy, and enjoyment of the Licensed Area by Licensee, as provided in this SLA, are subordinate and subject to the rights, covenants, and obligations of the State, SPWB, and the Judicial Council as set forth in any Senior

Security Documents. Upon request by Licensee, a copy of the Senior Security Documents will be provided to Licensee by the Judicial Council within a reasonable time period.

**4.2. Licensee Personal Property Security Interest.** Licensee agrees and acknowledges that the State owns the fee simple title to the Licensed Area and that this SLA and the License granted herein are not real property interests but are personal property interests that Licensee may transfer and assign with the express written approval of the Judicial Council and the SPWB as provided herein. Licensee shall make all Lenders, or parties to any financing transaction, or equity holders aware that pursuant to section 5.3, only with the prior written consent of the Judicial Council and the SPWB, may the personal property interests created by this SLA and the SPPA be given or pledged as a security, and that any such pledge or security is subordinate to the Senior Security Documents as provided in section 4.1. Any loan or other System financing agreements to be entered into by Licensee and any assignments of such agreements shall require that the Lender or equity financing beneficiary execute a Lender Estoppel Certificate within ten (10) Business Days of request by the Judicial Council or the SPWB substantially in the form of Exhibit L certifying, among other things, that the loan or other System financing agreements are subordinate to the Senior Security Documents. In addition, any Uniform Commercial Code (UCC) filing or other security filing by a Lender shall attach the executed Lender Estoppel Certificate.

**4.3. No Lien in Licensed Area.** Nothing in this SLA or the SPPA shall constitute a mortgage, charge, assignment, transfer, pledge, lien, or encumbrance upon the Licensed Area, the Site, or the Facility. If this SLA or the SPPA were ever construed or deemed to create any such lien or encumbrance, then:

**4.3.1.** This SLA and the SPPA shall be junior and subordinate to the Senior Security Documents; and

**4.3.2.** Any term or condition of this SLA relating to any right, title, or interest in the Licensed Area or System or any insurance, eminent domain, or other proceeds or benefits derived therefrom shall be in all respects junior and subordinate to, and subject to the terms of, the Senior Security Documents.

## **5. SLA AND SYSTEM ASSIGNMENT AND FINANCING**

**5.1. SLA Assignment.** Except as otherwise provided in this section 5, the rights, duties, and obligations of Licensee under this SLA shall not be assignable by Licensee in whole or in part without the written consent of the Judicial Council upon such reasonable terms and conditions that the Judicial Council may require. The Judicial Council's consent to one assignment shall not be deemed consent to any subsequent assignment. No such assignment shall relieve Licensee of its obligations under this SLA unless the Judicial Council has agreed otherwise in writing, and the predecessor Licensee shall remain jointly and severally liable hereunder unless the Judicial Council has agreed otherwise



in writing regarding the assignment. For purposes of this section 5, the sale, assignment, transfer, or disposition, directly or indirectly, of any type which results in a change of control of Licensee shall be deemed an assignment of this SLA. Change of control shall be as defined in common law, and may be the result of a single or multiple related transactions which result in the cumulative transfer in a twelve (12) month period of more than fifty percent (50%) of the voting stock or equity interests of Licensee. The following transactions or events shall not constitute an assignment that is subject to the Judicial Council prior written approval:

- 5.1.1.** To an Affiliate of Licensee provided that the assignee shall produce a Certificate of Status from the Secretary of State and business formation documents demonstrating and confirming assignee's Affiliate status.
- 5.1.2.** The sale of shares of a publicly traded company in an open market transaction.

**5.2. Judicial Council Approval.** Licensee acknowledges that the Judicial Council is relying upon the unique expertise and capability of Licensee. Any assignment of this SLA shall be subject to the Judicial Council's written approval, which approval shall not be unreasonably withheld. Licensee shall provide the Judicial Council with sixty (60) calendar days' written notice of each proposed assignment that requires the Judicial Council's approval. Licensee must include in such notice supporting documentation sufficient to demonstrate to the reasonable satisfaction of the Judicial Council that such proposed assignee has both the financial capacity and the technical and managerial ability to perform the duties and obligations required under this SLA at a level equal to or exceeding Licensee's ability (an entity having such capacity and ability is a "Qualified Purchaser"). If the Judicial Council determines in its reasonable judgment that those standards are satisfied, the Judicial Council shall approve such proposed assignment. In the event the Judicial Council determines in its reasonable judgment that standards are not satisfied, the Judicial Council shall promptly give Licensee written notice of the Judicial Council's determination and Licensee shall be prohibited from making such assignment. The Judicial Council shall notify Licensee within thirty (30) calendar days after the Judicial Council's receipt of Licensee's notice of a proposed assignment as to whether or not the Judicial Council approves the proposed assignment.

**5.3. System Financing**

- 5.3.1.** Within sixty (60) calendar days of the Effective Date, Licensee shall submit to the Judicial Council and the SPWB evidence of pending or planned financing sought by Licensee to be secured by the System. In addition, prior to any refinancing or restructuring of the financing arrangements, Licensee shall comply with the requirements of this SLA.
- 5.3.2.** Any financing to be secured by any personal property interest in the SLA or the SPPA shall be subject to approval by the Judicial Council and the SPWB, which approval shall not be unreasonably withheld. The Judicial

Council and the SPWB shall use reasonable efforts to complete its review and approval of the proposed form of financing within thirty (30) days of receipt of the details of the planned financing. As a part of the submittal, Licensee shall submit an executed Lender Estoppel Certificate. If the Judicial Council or the SPWB do not approve such financing for any reason, this SLA and the SPPA may be cancelled by the Judicial Council or Licensee if Licensee is unable to resolve the concerns for the disapproval; the canceling Party must notice the other Party or Parties in writing within thirty (30) calendar days of the notice of disapproval of the financing transaction in order for cancellation to be effective.

- 5.4. Collateral Assignment.** The Judicial Council and the SPWB acknowledge that Licensee may be financing the acquisition and installation of the System with financing accommodations from one or more Lenders and that Licensee's obligations under the financing documents may be secured by, among other collateral, a pledge or collateral assignment of Licensee's rights under this SLA and a first security interest in the System subject to subordination to Senior Security Documents as set forth in section 4. Licensee may assign its interest in the System, including Licensee's rights under this SLA, as security for loans or financing of the System including a System Lease with a System Lessor, subject to the requirements of section 4.1 of this SLA. The Judicial Council and the SPWB, as applicable, will work in good faith with Licensee and Lender to agree upon the documentation that may be required in connection with the financing. If a Lender requests additional or different terms and conditions, the Judicial Council and the SPWB, agree to consider such requests in good faith, but neither the Judicial Council, nor the SPWB is obligated to agree to any newly proposed terms and conditions contrary to the provisions in section 4 of this SLA if the Judicial Council or the SPWB, each in its sole judgment, determines that such changes are detrimental to the Judicial Council or the SPWB.
- 5.5. Judicial Council Consent and Estoppel Certificate.** The Judicial Council shall, upon not less than thirty (30) calendar days prior written request by Licensee or Licensee's Lender, execute, acknowledge, and deliver to Licensee or to Licensee's Lender a Judicial Council Estoppel Certificate substantially in the form of Exhibit M.
- 5.6. Licensee's Default Under Financing Agreements.** Licensee agrees to request any Lender to notify the Judicial Council in writing of any default of Licensee under any agreement with Lender regarding the System. If the Lender notifies the Judicial Council that an event of default under the System Lease or other financing agreement has occurred and that the Lender has elected to exercise its rights and remedies thereunder or under any of the related security documents, then, upon the exercise of such rights and remedies, the Lender or Qualified Purchaser may become the Substitute Licensee and this SLA will remain in full force and effect, subject to Lender or Qualified Purchaser expressly acknowledging in writing that (i) it is assuming all rights, duties, and obligations of Licensee under this SLA and (ii) it agrees to cure all of Licensee's defaults under this SLA existing at the time such Substitute Licensee assumes the rights, duties, and obligations of Licensee under this SLA and provided further that the Lender

or Qualified Purchaser has included in such notice supporting documentation sufficient to demonstrate to the reasonable satisfaction of the Judicial Council that it has both the financial capacity and the technical ability to perform the duties and obligations required under this SLA at a level equal to or exceeding Licensee's ability. The Judicial Council shall notify the Lender or Qualified Purchaser, as applicable, and Licensee of the Judicial Council's determination as to whether the proposed Substitute Licensee satisfies the requirements of this section within thirty (30) calendar days of the Judicial Council's receipt of all the required supporting documentation.

If the Judicial Council determines in its reasonable judgment that those standards are satisfied, the Judicial Council shall approve such proposed Substitute Licensee for the remaining Term and on the same terms and conditions contained in this SLA.

In the event that Judicial Council determines in its sole reasonable judgment that the proposed Substitute Licensee does not have the financial capacity or the technical ability to perform the duties and obligations required under this SLA, or if the proposed Substitute Licensee has failed to satisfy requirements (i) and (ii) in this section, the Judicial Council shall promptly give the Lender written notice of the Judicial Council's determination and Lender and Licensee shall be prohibited from making such assignment.

## 6. OWNERSHIP OF SYSTEM

- 6.1. **Title to System.** Subject to Judicial Council's right to acquire the System upon Licensee's default, Licensee, System Lessor, or their permitted assigns with respect to the System, shall at all times retain title to and be the legal and beneficial owner of the System, including the right to any tax credits available under federal or State law. The Judicial Council and Licensee, acknowledge and agree that the System shall remain the personal property of Licensee, System Lessor, or their permitted assigns and shall not attach to or be deemed a part of, or fixture to, the Licensed Area or Site; and that the System shall at all times retain the legal status of personal property. The System shall be clearly marked and identified by Licensee as being the personal property of Licensee, System Lessor, or their permitted assigns.
- 6.2. **Filings.** Licensee shall be entitled to file one or more precautionary UCC filing(s) in such jurisdictions as it deems appropriate with respect to the System in order to protect its rights in the System. Any filing to perfect or provide notice of the security interest in the System shall confirm that the System is personal property and is not a fixture to the Licensed Area or Site, and shall comply with the provisions in section 4 of this SLA, including but not limited to executing and delivering a Lender Estoppel Certificate substantially in the form of Exhibit L.
- 6.3. **Security Interests in System.** The Judicial Council acknowledges and agrees that Licensee may grant or cause to be granted to Lender a security interest in the System and Licensee's rights under this SLA as expressly provided in this SLA. Any security

interest in the System shall not create any security interest in the Site or Licensed Areas and shall be subject to the terms and conditions of this SLA.

- 6.4. No Fixture.** In no event shall the System be deemed a fixture. Neither the Judicial Council nor anyone claiming by, through, or under the Judicial Council have any rights in or to the System at any time under the Senior Security Documents except as otherwise provided in this SLA.
- 6.5. No Recording.** Licensee shall not record this SLA or any memorandum of SLA or short-form thereof.
- 6.6. Existing Liens.** The Judicial Council is not aware of any existing lease, mortgage, security interest, or other interest in or lien upon the Facility, the Site, or the Licensed Area that could attach to the System as an interest adverse to Lender's security interest therein or System Lessor's ownership thereof.

## 7. DESIGN REQUIREMENTS; CONDITIONS PRECEDENT

- 7.1. General.** Licensee shall at its sole cost and expense, design, build, install, own, maintain, and operate the System in compliance with this SLA and Applicable Laws. Licensee shall construct, install, and complete the System and all related matters in accordance with this SLA and the Judicial Council's approved System design and Construction Documents as set forth in sections 7 and 8 of this SLA. Licensee may make Minor Field Changes provided the Judicial Council is notified in advance of such changes.
- 7.2. CEQA Compliance.** Licensee shall comply with all California Environmental Quality Act ("CEQA"), Public Resources Code section 21000 et seq., mitigation requirements applicable to the activities undertaken pursuant to this SLA as directed by the Judicial Council.
- 7.3. System Requirements**

**7.3.1. Compliance.** Licensee agrees that the System shall be designed to comply with all applicable California building and electrical codes and standards, CSI Tier One Standards, and California Public Utility Rule 21 in accordance with the State's permit process at Licensee's cost. System design and Construction Documents shall expressly state and identify the applicable building and electrical codes and standards. System design and Construction Documents submitted by Licensee must include, but shall not be limited to, the following:

- System schematics
- Single line electrical diagram
- Electrical Interconnection Point schematics
- Electrical Interconnection Point single line electrical diagram

- Interconnection Agreement
- Construction plans (electrical, architectural, structural, civil, mechanical, lighting, etc.)
- Building information modeling (as necessary or required)
- On-site construction management
- Structural calculations (required)
- Analysis of the existing roofing system if roof mounted systems
- List of equipment and materials schedule
- Receipt and storage of materials, equipment, and freight
- Construction schedule
- Geotechnical report / foundation recommendations as applicable
- Site clean-up
- As-Built Drawings
- Title 24 Calculations as applicable

**7.3.2. Electric Power.** Electricity from the System must be provided at 60 Hertz and at the appropriate voltage for electrical interconnection to the Facility voltage service level, which will be established by the Judicial Council. The System components must comply with all standards relevant to the operation and installation of solar photovoltaic equipment by UL or other nationally recognized testing facility. Modules, inverters, and components must be certified to UL 1703 and as required by the CSI incentive program and/or the CEC. Inverters must comply with all applicable requirements including but not limited to the following:

- IEEE 929-2000, “Recommended Practice for Utility Interface of Photovoltaic Systems”;
- UL Subject 1741, “Standard for Static Inverters and Charge Controllers for use in Photovoltaic Power Systems”; and
- Any and all requirements as listed by the CSI incentive program, Utility or the CEC for the installation and interconnection of Systems.

Other codes that will apply include, but are not limited to:

- ANSI C12.1-2008; (electricity metering)
- ASME PTC 50 (solar PV performance)
- ANSI Z21.83 (solar PV performance and safety)
- NFPA 70 (electrical components)

- Institute of Electrical and Electronics Engineers standard (“IEEE”) 1547 (interconnections)

**7.4. Permits.** Licensee is responsible at its sole cost to obtain all permits necessary for the construction, maintenance, and operation of the System. Licensee shall provide the Judicial Council with PDF electronic copies of all permits, approvals, and conditions issued by applicable federal, State, and local governmental entities, including the Utility as provided in section 7.8 of this SLA.

**7.5. System Design and Plan Approval**

**7.5.1. Schematic Design.** Licensee shall submit System outline specifications in sufficient detail to convey an initial indication of the design of the System with regard to the Licensed Area and Site, the materials to be used in construction, and the types of mechanical, electrical, and structural systems to be utilized for approval by the Judicial Council within thirty (30) calendar days of the Effective Date. The Judicial Council shall review the System outline specifications within ten (10) Business Days and respond to Licensee. Once approved by the Judicial Council, the System outline specifications shall become a part of the Project Manual.

**7.5.2. Construction Documents.** Licensee shall submit 95% Construction Documents within thirty (30) calendar days from the later of (i) the Judicial Council’s approval of the schematic design of the System or (ii) completion of the CEQA process. The Construction Documents shall address System constraints and specifications that are deemed to be necessary and shall incorporate the requirements of the CEQA review. The Judicial Council will review the Construction Documents for compliance with Applicable Laws and this SLA and notify Licensee in writing within thirty (30) Business Days of submittal as to whether or not the Judicial Council approves the submittals. If the Judicial Council does not approve the submittals, the Judicial Council’s written notice shall specify the deficiencies. The Judicial Council’s approval of the Construction Documents shall not be unreasonably withheld or delayed.

**7.5.3. Final Judicial Council Review.** Changes to System schematic design and Construction Documents required by the Judicial Council shall be submitted to Licensee and Licensee shall incorporate such changes into the System schematic design and Construction Documents and return such documents to the Judicial Council within thirty (30) calendar days of Licensee’s receipt of the Judicial Council’s required changes. Provided Licensee has made all required changes, the Judicial Council shall complete its review and approval of Construction Documents within thirty (30) calendar days from receipt of the revised documents. The Judicial Council reserves the right to require Licensee use the contractor of Judicial Council’s choice for any roof membrane penetrations. Deadlines

in this section may be extended as necessary, by the Judicial Council, to accommodate required approvals from State Fire Marshal, or in case of County or City-owned building, if Licensee is required to get permit(s) or other approval(s) from the municipal Building Department or other applicable authority having jurisdiction in addition to Judicial Council approval.

**7.5.4. Professional Engineers.** Licensee understands that all System design, structural and civil Construction Documents, and engineering calculations must be submitted under the authority of a duly licensed professional engineer(s) certified to practice in the State, and who is a professional engineer in good standing. Licensee further understands and agrees to retain a duly licensed professional electrical engineer(s) in good standing certified to practice in the State. System design, construction documents, and engineering calculations submitted to the Judicial Council for review without the appropriate professional engineering stamp will not be reviewed and will be returned to Licensee as incomplete and insufficient System documentation. All structural drawings must be signed by licensed structural engineer.

**7.6.** Reserved

**7.7. Transaction Fees.** Licensee shall pay to the Judicial Council Transaction Fees as provided in Exhibit P.

**7.8. Form of Submittals.** All documents, drawings and other submittals required under either section 7 or section 8 of this SLA shall be submitted to the Judicial Council electronically with an electronic signature. Prior to System start-up, Licensee shall supply the Judicial Council with one electronic copy and one hard copy of all Component Product Data and Component Operation and Maintenance manuals. The information shall be sufficient for the Judicial Council to evaluate and ensure appropriate O&M is being completed over the life of the System. Examples of components include solar panels, conduit, inverter, net metering equipment, etc. Project as-builts that detail location of all above and underground utilities and components shall be submitted within thirty (30) days of System start-up.

**7.9.** Associated Agreements

**7.9.1. Interconnection Agreement(s).** Licensee shall be solely responsible for all costs of negotiating and executing NEM interconnection agreement(s) with the Utility and for all costs of interconnecting the System with the Utility. Licensee shall reimburse the Judicial Council for any and all out of pocket costs the Judicial Council incurs in connection with those activities.

**7.9.2. Operations and Maintenance.** Licensee shall operate and maintain the System, or shall cause the System to be operated and maintained, in a

commercially reasonable manner throughout the Term in accordance with all the provisions in the SPPA and as set forth in Exhibit C-2. If the System is roof-mounted, Licensee shall, at its sole cost and expense, examine and perform repairs to the reasonable satisfaction of Judicial Council to ensure that the warranty for the roof is not invalidated and to ensure that the roof remains watertight.

**7.9.3. Specific Operations and Maintenance Requirements for the battery energy storage systems (“BESS”).** The Licensee will oversee the operations and maintenance of the BESS as part of their contracted service. Operations and Maintenance services should include:

- (i) An annual preventive maintenance cleaning and inspection:
  - (a) Cleaning should clear any current or potential blockages in the ventilation system, enclosure interior and exterior, and heat sinks.
  - (b) Inspections should involve checking for electrical issues, enclosure leaks, and communication system integrity.
- (ii) Monthly performance reports which should provide the following:
  - (a) Cycles per month, used to track performance-based incentive progress.
  - (b) Charge and discharge ratios, used to track parasite loads for the BESS.
  - (c) State of charge health used to track the battery cell health and indicate if replacement batteries are needed.
  - (d) Typical daily operations for that month, should include a visual for an average day at the Site for that month plotting building load, solar, and battery production. This can be useful for finding load shifting opportunities or other savings in the future.
- (iii) Requirement for a 72-hour service for battery faults/notifications or battery outage. This is a requirement for the Licensee or their maintenance provider to send a tech out to the Site within 3 days of a battery error or outage to diagnose the System and create a plan to address the issue and make the repairs in a timely manner.
- (iv) Licensee should plan to perform year 10 battery refresh/replacement within the scope of the contracted SPPA electricity kWh rate as



needed to maintain an 85% of nameplate or greater maximum state of charge.

**7.9.4. Other Agreements.** Within thirty (30) calendar days after the Effective Date, Licensee shall provide the Judicial Council copies of all forms of other agreements including but not limited to Interconnection Agreements, rebate agreements, or other required agreements which Licensee anticipates that it will require the Judicial Council to execute in order to effectuate the purpose of this SLA. Such copies shall be delivered as provided in section 7.8 of this SLA. The Judicial Council shall notify Licensee no later than thirty (30) calendar days after it receives the forms of agreements as to whether the agreements are acceptable to the Judicial Council or the Judicial Council will require amendment. If the Judicial Council requires an amendment, the Judicial Council will provide written notice as to the form of required amendment within such thirty (30) calendar day period. The final agreements submitted to the Judicial Council for execution shall not deviate materially from, or impose any obligations on the Judicial Council beyond those approved forms of agreements, and the Judicial Council will not unreasonably withhold its signature on such final agreements in compliance with this section.

## **8. SYSTEM CONSTRUCTION AND INSTALLATION**

**8.1. Judicial Council Approval.** No construction or installation by Licensee or its subcontractor(s) shall be permitted to begin until:

**8.1.1.** The Judicial Council has approved the final Construction Documents and specifications;

**8.1.2.** Licensee has satisfied all the conditions precedent necessary to commence construction including, but not limited to, all “DEVELOPMENT” tasks listed in Exhibit F; and

**8.1.3.** The Judicial Council has issued a Notice to Proceed which notice will occur within five (5) Business Days after the conditions in 8.1.1 and 8.1.2 have been satisfied.

**8.2. Construction Start Date.** Licensee shall start construction of the System within ten (10) calendar days after receipt of the Judicial Council’s Notice to Proceed. Licensee shall provide written notice to the Judicial Council of the date that Licensee commences construction at the Site (the “Construction Start Date”) and shall diligently pursue construction until the System’s completion. If Licensee has not commenced substantial construction activities within sixty (60) calendar days after Licensee’s receipt of the Notice to Proceed, either Party may terminate this SLA by written notice to the other Party. In the event of such notice by either Party, this SLA shall terminate, the Judicial Council shall retain any Transaction Fee paid or due as of the date of such termination

notice, Licensee shall comply with section 11.1 and neither Party shall have any further obligation to the other Party.

- 8.3. Completion of System.** The Parties agree that the COD must occur no later than three hundred sixty-five (365) calendar days (“the Guaranteed Completion Date”) after the Judicial Council’s issuance of the Notice to Proceed unless otherwise agreed to by the Parties in writing.
- 8.4. Extensions of Dates.** In the event of a Force Majeure, the Construction Start Date and the Guaranteed Completion Date shall be extended pursuant to the provisions in section 14.4 of this SLA provided that Licensee exercises its best efforts to mitigate any delay caused by such Force Majeure. The Construction Start Date and the Guaranteed Completion Date may also be extended by the mutual written agreement of the Parties.
- 8.5. Liquidated Damages for Delay.** If the COD has not occurred by the Guaranteed Completion Date, Licensee shall pay the Judicial Council as liquidated damages the amount of three hundred dollars (\$300) for each calendar day (or part day) after the Guaranteed Completion Date until such time that the COD occurs. If COD has not occurred within ninety (90) calendar days of the Guaranteed Completion Date, the Judicial Council reserves the right to terminate this SLA by written notice to Licensee. The Judicial Council shall retain any Transaction Fee paid or due as of the date of such termination notice, and Licensee shall comply with section 11.1 and neither Party shall have any further obligation to the other Party. This section shall in no way excuse Licensee from the requirement in section 3.3 of the SPPA to meet the 3-year PTO deadline and maintain System eligibility for NEM 2.0.
- 8.6. Notice of Commercial Operation Date (COD).** Licensee shall notify the Judicial Council in writing no less than ten (10) Business Days and no more than fifteen (15) Business Days before the date on which Licensee expects the COD to occur. Licensee shall give the Judicial Council written notice of the actual COD within twenty-four (24) hours after its occurrence. Licensee warrants that the System As-Built Drawings will be fully consistent with all documentation previously approved by the Judicial Council as of the COD. The COD establishes when Licensee may begin to sell Electricity to the Judicial Council under the SPPA.
- 8.7. Punch List.** The Judicial Council shall have fifteen (15) Business Days after receiving notice that the COD has occurred to inspect the Licensed Area and the System for compliance with all design and Construction Documents. The Judicial Council shall present Licensee with a list of any deficiencies found by the Judicial Council together with a punch list of tasks to be completed post-COD that relate to the Licensed Area, including but not limited to tasks related to cleanliness, safety, security, accessibility, Utility service, and noise. Licensee shall have thirty (30) calendar days after Licensee’s receipt of the Judicial Council’s notice to correct any deficiencies and to complete the tasks on said punch list. If Licensee fails to correct any deficiency or complete the tasks on the punch list within such thirty (30) calendar day period, the price for all Electricity delivered to the Judicial Council post COD shall be 85% of the price per kWh that would

otherwise be applicable under the SPPA until such time as all tasks are completed to the Judicial Council's reasonable satisfaction.

- 8.8. Project Manual.** Within fifteen (15) Business Days of COD, Licensee shall provide a complete Project Manual to the Judicial Council in a format set forth in section 7.8 of this SLA. Licensee shall subsequently notify the Judicial Council of any changes to the Project Manual within ten (10) Business Days of such change.
- 8.9. Alterations.** Upon approval by the Judicial Council of the System design and Construction Documents, Licensee shall have no right to change the approved design and Construction Documents or to make Alterations to the System without receiving prior written approval of the Judicial Council, except for Minor Field Changes pursuant to section 7.1. Prior to undertaking any Alterations, Licensee shall submit to the Judicial Council detailed and complete plans and specifications for the proposed Alterations. In its sole discretion, the Judicial Council may waive the requirement for detailed plans upon Licensee's demonstration that the proposed Alteration consists solely of modification or replacement of like-kind equipment. The Judicial Council shall not unreasonably delay or withhold written approval of Licensee's proposed Alteration. However, as a condition to consenting to the Alterations, the Judicial Council may impose reasonable requirements, including the requirement that Licensee provide the Judicial Council with payment and performance bonds or other financial assurance that the alterations will be completed and the cost of the Alterations will be paid when due, and reimbursement of any costs incurred by the Judicial Council in responding to Licensee's request. Any such Alterations shall be performed in accordance with all Applicable Laws, including any and all necessary permits and approvals by the Judicial Council. Licensee agrees to provide the Judicial Council with sufficient advance notice of any proposed Alterations to allow the coordination and approval by the Judicial Council of the construction schedule for such Alterations.
- 8.10. Inspection of System.** The Judicial Council's inspections of the System during construction shall be allowed in accordance with section 15.1. In no event shall the Judicial Council inspections of the System be interpreted as making the Judicial Council responsible for, and Licensee acknowledges that the Judicial Council is not responsible for, the design or construction of the System.
- 8.11. As-Built Drawings.** Licensee shall deliver to the Judicial Council As-Built Drawings following completion of the System installation and prior to the COD in a format set forth in section 7.8 of this SLA. The As-Built Drawings will reflect the final installed System. Licensee understands that As-Built Drawings are required to be submitted for the purpose of full and complete compliance with the applicable provisions of this SLA. In the event Licensee fails to provide acceptable As-Built Drawings with forty-five (45) calendar days after the COD, then the Judicial Council may contract for provision of such As-Built Drawings and shall deduct the cost thereof from any sums otherwise due to Licensee.

- 8.12. System Design and Installation Process and Milestones.** The System design and installation process and milestone schedule is set forth in Exhibit F. The purpose of Exhibit F is to provide a milestone schedule of the System Development and the Installation and Construction documentation and technical review processes and the responsible Parties.
- 8.13. No Judicial Council Responsibility.** In no event shall the Judicial Council’s review or approval of the design and Construction Documents or any other submittals by Licensee in accordance with this SLA be interpreted as making the Judicial Council responsible for, and; Licensee acknowledges that the Judicial Council is not responsible for, any aspect of the design, construction or operation of the System.
- 8.14. Licensee Liability for Damage to Facility or Site.** Licensee, its agents, employees, assigns, and Licensees shall be liable for any damages caused to the Judicial Council’s Facility or the Site arising from Licensee’s use thereof.
- 8.15. System Additions.** During the Term of this SLA, the Judicial Council may, at its sole option and in its sole discretion, notify Licensee that it desires additional solar power generating capacity to be installed upon negotiated pricing terms and conditions similar to those of the existing SPPA and this SLA. The Judicial Council and Licensee shall meet and confer to determine the amount of additional solar power generating capacity which Licensee believes can be technically and economically installed. In the event that the Judicial Council and Licensee agree that additional solar power generating capacity can be installed, the SPPA and this SLA will be amended to reflect the installation and operation of the additional solar power generating capacity. The Judicial Council reserves the right in its sole discretion to pursue other suppliers of renewable power generating capacity at the Site and Licensee has no exclusive option or right to provide such additional renewable power generating capacity.
- 8.16. Prevailing Wage.** For construction and installation of the System, Licensee and its subcontractor(s) shall pay the rate of wages for regular, overtime, and holiday work plus employer payments for all benefits generally prevailing in the locality in which the work is to be performed, as determined by the State Department of Industrial Relations. This requirement shall include all crafts, classifications, or types of workmen used at the Licensed Area at the point of delivery of Licensee, or Licensee’s subcontractor(s), for the assembly and installation of the System including the materials at the Licensed Area under this SLA. Licensee shall comply with all Applicable Laws governing the payment of prevailing wage as identified in the California Labor Code and Applicable Laws. Licensee shall certify that it will comply with Applicable Laws related to prevailing wage using the form attached hereto as Exhibit G. Licensee shall require that all contracts for construction let pursuant to this License shall incorporate the prevailing wage provisions set forth in Exhibit H.

## 9. INSURANCE

- 9.1. No Judicial Council Obligation to Insure.** The Judicial Council is not responsible for and will not maintain insurance covering the System and Licensee will make no claim of any nature against the Judicial Council by reason of any damage to the property of Licensee in the event of damage or destruction by fire or other cause.
- 9.2. Licensee's Insurance Obligations.** Licensee shall procure and maintain for the duration of this SLA insurance against all claims for injuries to persons or damages to property which may arise from the installation, construction, maintenance, and operation of the System or the Permitted Use. This insurance shall meet the following requirements:
- 9.2.1.** Any insurance company used by Licensee shall be acceptable to the Judicial Council. In any event, insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII. If self-insured, Licensee must demonstrate to the satisfaction of the Judicial Council that such insurance is acceptable.
  - 9.2.2.** Licensee shall furnish the Judicial Council with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Judicial Council as a condition of the issuance of the Notice to Proceed. The Judicial Council reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.
  - 9.2.3.** All coverage shall be in force during the Term of this SLA. If the insurance expires during the Term, Licensee shall immediately provide a new current certificate showing that it has in place all insurance policies required in this section 9.2 or may be declared in default of this SLA. The Judicial Council reserves the right to withhold all payment for Electricity until the default is cured to the satisfaction of the Judicial Council. Renewal insurance certificates must be tendered to the Judicial Council at least ten (10) Business Days prior to the expiration of the previous insurance certificate. This new insurance shall be in accordance with the terms of this SLA.
  - 9.2.4.** Insurance policies shall contain a provision stating that coverage will not be cancelled without thirty (30) calendar days' prior written notice to the Judicial Council.
  - 9.2.5.** In the event Licensee fails to keep in effect at all times the specified insurance coverage, the Judicial Council may, in addition to any other remedies it may have, terminate this SLA upon the occurrence of such event, subject to the provisions of this SLA.

**9.2.6.** The insurance coverage required herein shall not in any way limit the liability of Licensee, its officers, agents, partners, or employees.

**9.3. Minimum Scope of Insurance.** Coverage shall be at least as broad as:

- Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001)
- Insurance Services Office Form Number CA 0001 covering Automobile Liability, code 1 (any auto)
- Workers' Compensation Insurance if required by the State and Employer's Liability Insurance
- Property insurance, Fire and Extended Coverage Form
- Pollution Liability

**9.4. Minimum Limits of Insurance.** Licensee shall maintain limits no less than:

**9.4.1.** General Liability (including operations, products, and completed operations): \$2,000,000 per occurrence, \$4,000,000 annual aggregate for bodily injury, personal injury, and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Project/location or the general aggregate limit shall be twice the required occurrence limit. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal & advertising injury, and liability assumed under an insured contract. The policy shall not include exclusion for property damage resulting from explosion, collapse, or underground hazard. The products and completed operation liability coverage shall extend for a period of not less than three (3) years past the acceptance of the Project, or termination of the SLA, whichever is later. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Licensee and/or Permittee's limit of liability.

**9.4.2.** Automobile Liability: \$1,000,000 per accident for bodily injury and property damage combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired, and non-owned motor vehicles.

**9.4.3.** Pollution Legal Liability: For operations with a limit no less than \$2,000,000 per claim or occurrence and \$4,000,000 aggregate per policy period of one year. This policy shall include coverage for bodily injury, property damage personal injury, and environmental site restoration, including fines and penalties in accordance with applicable EPA or state regulations. If the services involve lead-based paint or asbestos

identification/remediation, the Pollution Liability policy shall not contain lead-based paint or asbestos exclusions.

**9.4.4.** Employer's Liability: Licensee shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Contract. Employer's liability limits of \$1,000,000 are required. The insurer waives any right of recovery the insurer may have against the State because of payments the insurer makes for injury or damage arising out of the work done under contract/permit with the State.

**9.4.5.** Property Insurance: Fire and Extended Coverage against all risks of loss to any improvements or betterments, at full replacement cost with no coinsurance penalty provision.

**9.5. Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions must be declared to the Judicial Council in a written notice by Licensee. If the Judicial Council determines that such deductibles or self-insured retentions are not appropriate, the Judicial Council shall so notify Licensee in writing within thirty (30) calendar days of Licensee's submittal to the Judicial Council. Subject to the Judicial Council's approval, Licensee shall either (i) reduce or eliminate such deductibles or self-insured retentions as respects the Judicial Council, its officers, officials, and employees or (ii) shall provide a financial guarantee satisfactory to the Judicial Council guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

**9.6. Subcontractor(s).** Licensee shall include all subcontractor(s) as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor(s) to Licensee for review and approval by the Judicial Council. All coverages for subcontractor(s) shall be subject to all of the requirements stated herein and each subcontractor(s) shall further agree to indemnify, defend and hold the Judicial Council harmless including reasonable attorney's fees and costs.

**9.7. Earthquake.** Licensee is hereby notified that the Judicial Council does not have coverage for earthquake damage. The Judicial Council assumes no responsibility or liability whatsoever for any damage or destruction to the System or to any property or persons under the control or direction of Licensee including any Lender and any subcontractor(s) or agents of Licensee or Lender that may result from an earthquake.

**9.8. Other Insurance Provisions**

**9.8.1.** Acceptance of certificates of insurance by the Judicial Council shall not limit Licensee's liability under this SLA.

**9.8.2.** The Commercial General Liability and Commercial Automobile Liability insurance required by this Agreement must contain, or be endorsed to contain, the following provisions:

- (i) The State, Judicial Council, SPWB, the Court, the County, and their respective judicial officers, officers, officials, employees, and agents of those entities, are to be named as additional insured with the same type and amount of coverage as the Licensee.
- (ii) For any claims related to this SLA, Licensee's insurance coverage shall be primary insurance as respects the State, SPWB, Judicial Council, the Court, the County, and their respective judicial officers, officers, officials, employees, and agents. Any insurance or self-insurance maintained by the State, SPWB, Judicial Council, the Court, the County, and their respective judicial officers, officers, officials, employees, and agents shall be excess of Licensee's insurance and shall not contribute to it.
- (iii) Licensee shall waive any right of recovery or subrogation they may have against the State, Judicial Council, the Court, the County, and the judicial officers, officers, officials, employees, and agents of those entities.
- (iv) Coverage shall not be extended to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under subdivision (b) of section 2782 of the Civil Code.
- (v) In the event Licensee does not comply with these insurance requirements, in addition to reserving the right to terminate this SLA, the Judicial Council may, at its option, provide insurance coverage to protect the Judicial Council. Licensee shall pay the cost of the insurance and, if prompt payment is not received by the insurance carrier from Licensee, the Judicial Council may pay for the insurance from the SPPA sums otherwise due Licensee.
- (vi) If the State, SPWB, Judicial Council, Court, or County is damaged by the failure of Licensee to provide or maintain the required insurance, Licensee shall pay the State, SPWB, Judicial Council, Court, or County for all such damages.
- (vii) Licensee's obligations to obtain and maintain all required insurance are non-delegable duties under this SLA.

## 10. JUDICIAL COUNCIL OBLIGATIONS

- 10.1. General.** The Judicial Council will maintain in good working order and available at all times, its connection and service contract(s) with the Utility so that the Judicial Council can, upon any suspension or interruption of Electricity, obtain electricity from the Utility. All obligations of the Judicial Council under section 10 shall be subject to the



right of the Judicial Council to issue a shut-down order to the System in accordance with the provisions in the SPPA.

- 10.2. Notice of Damage.** The Judicial Council shall promptly notify Licensee of any matter it is aware of pertaining to any damage to or loss of the use of the System or that could reasonably be expected to adversely affect the System.
- 10.3. Liens.** The Judicial Council shall not directly or indirectly cause, create, incur, assume, or suffer to exist any liens on or with respect to the System or any interest therein. If the Judicial Council breaches its obligations under this section, it shall immediately notify Licensee in writing, shall promptly cause such lien to be discharged and released of record without cost to Licensee. Nothing in this section 10.3 shall change, alter, or modify the provisions in section 4.
- 10.4. Estoppel Certificate.** The Judicial Council shall, upon not less than thirty (30) calendar days' prior written request by Licensee or Lender, execute, acknowledge, and deliver to Licensee or to Lender, an Estoppel Certificate substantially in the form of Exhibit M, which may be relied upon by any Lender or prospective Lender.
- 10.5. No Relocation Assistance.** Except as specifically provided to the contrary elsewhere in this SLA, the Parties agree that no relocation payment or relocation advisory assistance under Applicable Laws will be sought or provided in any form as a consequence of this SLA. Licensee also acknowledges that Licensee, its employees, subcontractors, subordinates, or assignees are not entitled to any relocation payment or relocation advisory assistance due to their use and occupancy of the Licensed Area. In the event an assignment of this SLA is permitted pursuant to the terms herein, Licensee shall incorporate the provisions in this section 10.5 into each assignment. Failure to do so may make Licensee liable for any damages and costs resulting from claims for relocation payments from its assignees.

## **11. REMOVAL OF SYSTEM AND RESTORATION OF LICENSED AREA**

- 11.1. System Removal and Licensed Area Restoration.** Licensee shall, at its sole cost, within sixty (60) calendar days after the expiration or any earlier termination of this SLA, remove the System from the Licensed Area, restore the Licensed Area to its pre-installation condition (except for System mounting pads in roof-mounted installations, and ordinary wear and tear) and peaceably and quietly leave, surrender, and yield the Licensed Area to the Judicial Council. Upon written request by Licensee within this sixty (60) calendar-day period, the Judicial Council may, within its sole discretion, extend the time allowable for Licensee to vacate the Licensed Area and remove the System. Upon completion of Licensee's removal of the System and completion of restoration of the Licensed Area, the Judicial Council shall inspect the Licensed Area to determine that the Licensed Area is restored and returned in accordance with this section. If the Judicial Council determines that Licensee has not removed the System or restored the Licensed Area in an adequate or timely manner in accordance with this section, the Judicial Council, shall have the right to draw on any and all security as

specified in section 11.2 below and may treat the System as abandoned personal property.

- 11.2. Security for System Removal.** No less than three (3) years prior to the expiration of the Term, Licensee shall provide the Judicial Council with the estimated cost to remove the System and restore the Licensed Area in accordance with section 11.1. Licensee and the Judicial Council shall then meet and confer within thirty (30) calendar days after such estimated cost is provided to resolve any concerns regarding such removal and the estimated cost. If necessary, after taking those concerns into account, the estimated cost will be revised which shall then constitute the final estimated cost to restore the Licensed Area. Within thirty (30) days of agreeing on the final estimated cost of restoration, Licensee shall notify the Judicial Council in writing that it will either (i) provide payment and performance bonds covering such final estimated cost or (ii) establish a cash escrow account subject to approval of the Judicial Council of the escrow instructions for accessing the account with an acceptable financial institution into which payments under the SPPA shall be deposited by the Judicial Council in an amount equal to five percent (5%) of the estimated cost of such restoration until the balance in such escrow account reaches the estimated cost of restoration. The escrow account shall serve as the security for the restoration of the Licensed Area, and such funds shall be released to Licensee when the Licensed Area has been restored as provided in section 11.1. In the event Licensee fails to fulfill its obligations under section 11.1, the Judicial Council shall have the right to either make claim on the payment and performance bonds or apply the funds in the escrow account as necessary for the purposes of removing the System and restoring the Licensed Area. The remaining balance in the escrow account, if any, shall be released to Licensee upon removal of the System and restoration of the Licensed Area. Interest on the escrow account shall be retained in the escrow account for the benefit of whichever Party is entitled to the funds in the escrow account. In the event the Judicial Council purchases the System upon termination and Licensee is not in default under this SLA, the balance of the escrow account shall be paid to Licensee upon the Judicial Council's purchase.
- 11.3. End of Term; Judicial Council Purchase Option.** The Judicial Council shall have an option to purchase the System and any Alterations, materials, spares, tools, supplies, and equipment or any portions of the System at the end of the Term of this SLA at a price agreed upon with Licensee, or if the Parties are unable to agree within ninety (90) days before expiration of the Term of this SLA, at fair market value as determined by a third party and accredited nationally recognized appraiser of solar photovoltaic systems reasonably selected by the Judicial Council. The Judicial Council shall give notice of its intent to enter negotiations for exercise of this option at least one hundred eighty (180) calendar days before expiration of the Term of this SLA.
- 11.4. Judicial Council Option to Retain System on Licensee default.** In the event that (i) this SLA is terminated by the default of Licensee, or (ii) Licensee is in default under its security agreements(s) with the Lender or System Lessor and Lender or System Lessor exercises remedies thereunder, and in either case, the Lender elects to not take actions that would allow the Judicial Council, within one hundred eighty (180) calendar

days after the Judicial Council has ceased receiving Electricity from the System as a consequence of the foregoing, to receive Electricity generated by the System on the terms set forth in this SLA or the SPPA, then Judicial Council may treat the System as abandoned and may either require Licensee to undertake removal and restoration in accordance with section 11.1 or, if Licensee fails to so remove the System from the Licensed Area, retain the System for its own use free and clear of any claims by Licensee, Lender or System Lessor.

**11.4.1.** Licensee agrees to require that any Lender or System Lessor agree directly with the Judicial Council that the System shall be deemed abandoned under the circumstances described in section 11.1.

**11.4.2.** Licensee shall provide in any financing agreement secured by the System that on such abandonment pursuant to this section 11.4, the Lender or System Lessor, as applicable, shall deliver to the Judicial Council documents of clear title, free of all claims and encumbrances, as a condition of sale.

**11.4.3.** In the event the Lender or System Lessor for any reason fails to deliver clear title and exclusive right of possession of the System within six (6) months of the date of any abandonment, the Judicial Council shall be authorized to take possession and control of the System and to retain a replacement Licensee to resume operations of the System free and clear of any claims by Licensee, Lender, or System Lessor.

**11.5. Clear Title.** At the termination of this SLA, or in the event of a breach of the terms of this SLA or the SPPA by Licensee and termination of this SLA by the Judicial Council, Licensee shall execute and deliver to the Judicial Council within thirty (30) calendar days written confirmation of the termination of any and all UCC filings affecting the Licensed Area. If Licensee fails or refuses to deliver such confirmation, a written notice by the Judicial Council documenting this failure shall, after ten (10) Business Days from the date of delivery of said notice, be conclusive evidence of such termination against Licensee and all persons claiming any interest in the Licensed Area under this SLA. Upon written request by the Judicial Council, Licensee shall deliver a quitclaim deed in recordable form disclaiming any right, title, or interest in the Licensed Area under this SLA within ten (10) Business Days from the date of delivery of said request.

## **12. PURCHASE OPTION, RIGHT OF FIRST OFFER AND FIRST REFUSAL**

**12.1. Judicial Council Purchase Option.** The Judicial Council shall have an option to purchase the System and any Alterations, materials, spares, tools, supplies, and equipment or any portions of the System after the sixth, tenth, fifteenth and twentieth year of operation at a price agreed upon with Licensee, or if the Parties are unable to agree within ninety (90) days, at fair market value as determined by a third party and accredited nationally recognized appraiser of solar photovoltaic systems reasonably selected by the Judicial Council. The Judicial Council shall give notice of its intent to

enter negotiations for exercise of this option at least one hundred eighty (180) calendar days before the end of the sixth, tenth, fifteenth and twentieth year of operation respectively.

- 12.2. Right of First Offer and First Refusal.** If, at any time during the Term Licensee desires to sell the System to a third party, Licensee shall first offer to sell the System to the Judicial Council (“First Offer Notice”). The Judicial Council shall have sixty (60) calendar days after receipt of the First Offer Notice to submit an offer to Licensee to purchase the System. If the Judicial Council fails to make an offer within the sixty (60) calendar day period, Licensee shall have the right to sell the System to a third party. If, at any time during the Term, Licensee receives a bona fide offer from any person or entity other than a parent or subsidiary of Licensee to purchase all or any part of the System, which offer Licensee would accept, Licensee shall, before accepting such offer, (i) send to the Judicial Council a true copy of the proposed offer; (ii) notify the Judicial Council of the intention of Licensee to accept the offer if the System is not purchased by the Judicial Council (“First Refusal Notice”); and (iii) offer the System for sale to the Judicial Council under the same terms and conditions in the proposed offer. The Judicial Council shall have sixty (60) calendar days after receipt of the proposed offer and First Refusal Notice to notify Licensee it will purchase the System on the terms and conditions in the proposed offer, subject to obtaining the necessary Judicial Council authorizations. For purposes of this section the sale of the System includes the sale of fifty percent (50%) or more of the stock or ownership interest of any entity that owns, directly or indirectly, the System.
- 12.3. Judicial Council’s Failure to Exercise its Right of First Refusal.** The Judicial Council’s failure to notify the owner of the System within the said sixty (60) calendar day period shall thereby waive the Judicial Council’s right of first refusal in that instance, but not as to any subsequent offer, and the owner of the System then may sell the System to the offering party, provided that said sale is (i) on the same terms and conditions in Licensee’s notice to the Judicial Council, (ii) for not less than the price set forth in the offer to the Judicial Council, (iii) conditioned on the offering party’s agreement to be bound by all terms of this SLA, including the Judicial Council’s right of first offer and first refusal, and (iv) otherwise in conformance with the conditions of assignment as provided in this SLA.
- 12.4. Judicial Council Acceptance.** If the Judicial Council notifies Licensee that, conditioned upon obtaining the necessary authorizations, it will accept the proposed offer, then the Judicial Council shall have one hundred twenty (120) calendar days from the date of said notification to satisfy said authorizations. If the Judicial Council fails to satisfy the condition in the preceding sentence within the one hundred twenty (120) calendar day period, then Licensee may sell the System to the offering party, conditioned upon meeting the conditions specified in section 12.3. If the Judicial Council obtains the necessary authorizations within the one hundred twenty (120) calendar day period, then the closing of the purchase shall take place as provided in the offer but no later than one hundred twenty (120) calendar days after the date of such authorizations.

- 12.5. Assignment of Licensee Contracts to Judicial Council.** If the Judicial Council exercises its right pursuant to sections 12.1 or 12.2, the Judicial Council may elect to take legal assignment of any or all contracts, purchase orders, and other contractual rights related to the System. In such event, Licensee shall as a condition to receiving payments under this SLA, execute and deliver any or all documents and take all steps, including legal assignment to Judicial Council of any and all contracts, purchase orders, and other contractual rights related to the System as the Judicial Council may require for the purpose of fully vesting in the Judicial Council the rights and benefits of Licensee under such contracts in order that the Judicial Council may operate the System. Licensee shall notify the Judicial Council of any or all such contracts and Licensee hereby warrants that all such contracts are or shall be assumable by the Judicial Council at the Judicial Council's option. In addition, Licensee shall require that any and all warranties and guarantees related to the System are assumable at the Judicial Council's option.
- 12.6. System Lessor.** The initial sale or transfer of the System to a System Lessor at any time up to ninety (90) calendar days after the Commercial Operation Date shall not constitute a sale for the purposes of the Judicial Council's right of first offer or right of first refusal. If the System Lessor desires to sell all or a part of the System any time after the expiration of the period specified in the preceding sentence, then Judicial Council shall have a right of first offer and right of first refusal as provided in section 12.

### **13. DEFAULTS AND REMEDIES**

**13.1. Events of Default.** A default includes the following:

- 13.1.1.** The failure by a Party to make any payment required under this SLA by the Due Date and if not cured by payment within one hundred eighty (180) calendar days after receiving notice from the other Party that payment is past due. Provisions regarding defaults of payment required under the SPPA shall be governed by the terms of the SPPA.
- 13.1.2.** Any representation or warranty made by a Party to this SLA proves to have been false or misleading in any material respect when made or if such is a condition that is required to remain true in all material respects during the Term of this SLA, if not cured within fifteen (15) Business Days after written notice from the other Party.
- 13.1.3.** The failure by Licensee to perform any obligation set forth in this SLA (other than the events that are otherwise specifically covered as a separate event of default), and such failure is not cured within thirty (30) calendar days or other such period as specified in this SLA after receipt of written notice of default from the Judicial Council; or in the event of a default which cannot be cured within such thirty (30) calendar day period, if Licensee has not commenced and diligently prosecuted such cure within thirty (30) calendar days of written notice and thereafter and diligently

prosecuted to cured such default within sixty (60) calendar days after receipt of written notice of default from the Judicial Council.

- 13.1.4.** Material damage of the System by the Judicial Council necessitating uninsured repair costs for which Licensee is not reimbursed by the Judicial Council within one hundred eighty (180) calendar days after presenting the Judicial Council with documentation establishing such costs.
  - 13.1.5.** The Judicial Council denying Licensee reasonable access to maintain and operate the System which results in decreased electricity production or other uncompensated damage to Licensee, and the Judicial Council fails to compensate Licensee within one hundred eighty (180) calendar days of being invoiced for the loss.
  - 13.1.6.** A termination of the SPPA as a consequence of a default by the Judicial Council (which shall constitute a default by the Judicial Council hereunder) or Licensee (which shall constitute a default by Licensee hereunder).
  - 13.1.7.** A Party makes an assignment or any general arrangement for the benefit of creditors; files a petition or otherwise commences, authorizes, or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy or similar law for the protection of creditors, or has such petition filed against it and such petition is not withdrawn or dismissed within twenty (20) Business Days after such filing; otherwise becomes bankrupt or insolvent (however evidenced); or is unable to pay its debts as they fall due.
  - 13.1.8.** An event of default by the Judicial Council pursuant to any Senior Security Document that results in Licensee losing such access or other rights under this SLA as are reasonably necessary for Licensee to operate and maintain the System and continue to perform their obligations, and exercise their rights, under the SPPA or this SLA.
- 13.2. Notice of Default.** The non-defaulting Party shall provide the defaulting Party written notice of any alleged default hereunder, and such notice shall describe the alleged default. If Licensee is the defaulting party, Licensee shall be responsible for giving any Lender a copy of the notice of default; Licensee's failure to give such notice to any Lender shall not invalidate non-defaulting Party's notice of default.
- 13.3. Remedies for Default.** A Party may terminate this SLA if the other Party is in default of this SLA and such default is not cured within the periods specified in section 13.1. Except as expressly stated otherwise in this SLA, the rights and remedies granted to the Parties pursuant to this SLA shall be the sole and exclusive remedies for a failure of a Party to perform its obligations hereunder.

**13.4. The Judicial Council's Remedies.** If Licensee's default continues uncured following notice of default as required by this SLA, the Judicial Council, along with all other rights and remedies they may have, shall have the specific following remedies:

**13.4.1. Offset.** The Judicial Council shall have the right to offset any amounts due to the Judicial Council under this SLA or the SPPA, as applicable, against any amounts that the Judicial Council may otherwise owe to Licensee as applicable.

**13.4.2. Judicial Council Termination of SLA.** The Judicial Council shall have the right to terminate this SLA pursuant to section 14.1. Upon the Judicial Council's written notice of termination, all of Licensee's rights in the Licensed Area shall terminate. Termination shall not relieve Licensee from the obligation to pay any sum then due to the Judicial Council or from any claim for damages previously accrued or then accruing against Licensee or for the costs to remove and remediate the Licensed Area as provided in section 11.1. Upon any termination of this SLA under this subsection 13.4.2, Licensee shall execute such documents as the Judicial Council may request to (i) memorialize the termination of this SLA; (ii) release of the Judicial Council from all further obligations under this SLA; and (iii) extinguish Licensee rights and interest in the Licensed Area.

**13.4.3. Recovery of Damages.** The Judicial Council shall be entitled to sums equal to the amount necessary to compensate the Judicial Council for all damages caused by Licensee's failure to perform Licensee's obligations under this SLA including any detriment which in the ordinary course of events would be likely to result from Licensee's failures.

**13.4.4. System Removal.** Promptly after notice of termination, Licensee shall fulfill its obligations in accordance with section 11.1 hereof.

**13.4.5. Actions Regarding Licensee.** In the event of default by assignee of Licensee or any successor to Licensee in the performance of the terms hereof, the Judicial Council may proceed directly against Licensee without the necessity of exhausting remedies against such assignee.

**13.4.6. Judicial Council's Option to Retain System on Licensee Default.** If Licensee defaults on either this SLA or the SPPA and fails to cure the default as provided by the terms of the respective agreement, the Judicial Council has the option to obtain clear title and exclusive possession of the System pursuant to section 11.4, above.

**13.5. Lender's Rights.** The Judicial Council shall not take any action to terminate this SLA because of any default or breach by Licensee if any Lender, within thirty (30) calendar days after service of written notice that the Judicial Council (while not yet electing its

remedies) believes it may terminate this SLA for such default, shall give the Judicial Council written notice that Lender shall:

- 13.5.1.** Cure such default if the same can be cured by the payment or expenditure of money required to be paid under this SLA.
- 13.5.2.** In the case of a default that cannot be cured unless and until the Lender has obtained possession, diligently pursue actions to obtain possession of the System (including possession by receiver) and to cure such default; that Lender shall not be required to continue such foreclosure proceedings if Licensee has in the meanwhile cured such default.
- 13.5.3.** If such default is not curable under the foregoing subsections 13.5.1 and 13.5.2, shall institute and complete judicial or non-judicial foreclosure proceedings, or otherwise acquire Licensee's interest hereunder with due diligence, and keep and perform all of the covenants and conditions of this SLA, including those requiring the payment or expenditure of money by Licensee, until such time as Lender shall have acquired Licensee's interest in the System and this SLA.
- 13.5.4.** Have the right, but not the obligation, at any time prior to termination of this SLA to pay any amounts due hereunder, to effect any insurance, to pay any taxes and assessments, to make any repairs, improvements, or to do any other act required of Licensee hereunder to prevent termination of this SLA. All payments so made, and all things so done and performed by any Lender shall be as effective to prevent a termination of this SLA as the same would have been if made, done, and performed by Licensee instead of Lender.
- 13.5.5.** If any Lender is prohibited by any process or injunction issued by any court or by reason of any action by any court having jurisdiction of any bankruptcy or insolvency proceeding involving Licensee or by an automatic stay thereunder from commencing or prosecuting foreclosure or any unlawful detainer action, the time specified in section 13.5 for terminating this SLA shall be extended for the period of such prohibition; provided that Lender shall have fully cured any default of Licensee which it is obligated to cure under this SLA. In the event that Lender fails or refuses to comply with the conditions of this subsection, the Judicial Council shall then and thereupon be released from the covenant of forbearance contained in this subsection.
- 13.5.6.** Upon Lender's acquisition or possession of the System by foreclosure or by transfer or assignment pursuant to or in lieu of foreclosure, the Judicial Council agrees to substitute the Lender or Lender's nominee as the Substitute Licensee, provided that in the Judicial Council's sole reasonable judgment, Lender or Lender's nominee, as the case may be,



has satisfied all of the conditions and requirements applicable to Lender or Lender's nominee meeting the requirements to be the Substitute Licensee under section 5.6 of this SLA. This SLA shall continue in full force and effect for the remainder of the Term hereof and shall be on the same terms and conditions contained in this SLA.

If in the Judicial Council's sole reasonable judgment, Lender or Lender's nominee does not satisfy one or more of the requirements in section 5.6, the Judicial Council shall give Lender or Lender's nominee written notice of such determination by the Judicial Council which notice shall describe the deficiencies. Lender or Lender's nominee shall have sixty (60) calendar days after the receipt of such notice from the Judicial Council to cure the deficiencies noted by the Judicial Council. In the event Lender or Lender's nominee does not comply with the provisions of this subsection within such sixty (60) calendar day period, the Judicial Council may terminate this SLA without further obligation to Licensee, Lender or Lender's nominee.

**13.6. Licensee's Remedies.** If any default by the Judicial Council shall continue uncured following notice of default as required by this SLA, Licensee's sole remedies are the following:

**13.6.1. Licensee's Termination of SLA.** Except as specifically provided otherwise in this SLA, if the Judicial Council defaults under this SLA, Licensee shall have the right to terminate this SLA immediately in writing. In that event, termination under this subsection shall not relieve the Judicial Council from the obligation to pay any sum then due to Licensee or from any claim for damages previously accrued or then accruing against the Judicial Council. Upon any termination of this SLA under this section 13.6.1, the Judicial Council shall execute such documents as Licensee may request to memorialize the termination and to release Licensee from the terms and conditions of this SLA.

**13.6.2. Termination Damages.** If Licensee elects to terminate this SLA due to the Judicial Council's default, Licensee shall fulfill its obligation under section 11.1 of this SLA and thereafter the Judicial Council shall pay Licensee Actual Damages.

## **14. EARLY TERMINATION**

### **14.1 Judicial Council's Early Termination Rights**

**14.1.1 Before Construction.** If prior to Licensee's commencement of construction of the System, the Judicial Council determines there are easements, covenants, conditions, restrictions, or any other liens or encumbrances that would materially impair or prevent the installation, operation, maintenance, or removal of the System, the Judicial Council

may terminate this SLA upon written notice to Licensee and no Party shall be deemed in default by such action and no Party shall have any further obligation to the other Parties. Judicial Council shall not be liable for any costs previously incurred by the Licensee.

**14.1.2 General.** The Judicial Council may terminate this SLA for any reason, upon fifty (50) calendar days written notice to Licensee with a copy to any Lender whose name and contact information has been provided by Licensee to the Judicial Council. In the event the Judicial Council terminates this SLA pursuant to this section none of the Parties shall be in default solely as a result of the Judicial Council's election to terminate hereunder, and Licensee shall, upon the Judicial Council's request, fulfill its obligations under section 11.1. Provided that Licensee was in compliance with this SLA at the time of the Judicial Council's notice as provided above and Licensee continues to be in compliance with this SLA through the completion of its obligations under section 11.1 hereof, the Judicial Council shall within sixty (60) calendar days of the Judicial Council's acceptance of Licensee's performance of its obligations under section 11.1 pay Licensee its Actual Damages. No Actual Damages shall be due if the Parties mutually agree to the Judicial Council's purchase of the System at such price as may be agreed between them based on the fair market value of the System and as consented to by the Lender.

**14.1.3** Upon termination of this SLA for default of the Judicial Council, Licensee shall remove the System at its cost and restore the Licensed Area to its original condition, less normal wear and tear, pursuant to section 11.1 of this SLA. After Licensee has removed the System and restored the Licensed Area, the Judicial Council shall pay Licensee Actual Damages within sixty (60) calendar days of the Judicial Council's acceptance of the removal of the System and restoration of the Licensed Area.

**14.2 Licensee Early Termination Rights.** Licensee may terminate this SLA at any time prior to the Commercial Operation Date on thirty (30) calendar days written notice to the Judicial Council if Licensee determines that the System cannot be built as planned or that its construction and operation would not be economically viable for Licensee including Licensee's determination that the installation of the System is not economically viable. In the event that Licensee terminates this SLA pursuant to this section, no Party shall be in default solely as a result of Licensee's election to terminate hereunder, and Licensee shall fulfill its obligations under section 11.1 of this SLA and Judicial Council shall not pay Actual Damages, and the Judicial Council shall not refund any Transaction Fee already received.

**14.3 Early Termination Due to Force Majeure.** If a Force Majeure occurs, the affected Party shall promptly provide written notice to the other Party describing the nature of the event; the length of time it is expected to continue; and efforts (planned or under way) to overcome the effects of the event. The Parties shall cooperate in good faith to

overcome the effects of the Force Majeure. The obligations of each Party shall be suspended for the continuance of any inability to perform caused by a Force Majeure, but for no longer period. If a Force Majeure prevents a Party from performing its obligations under this SLA and such event continues for more than three hundred sixty-five (365) calendar days, each Party may terminate this SLA and no Party shall be in default.

**14.4 Permanent Shutdown of the Facility.** If during the Term, through no fault of Licensee and for reasons other than a Force Majeure, the System is permanently shut down due to the Judicial Council's renovation, destruction, or closure of the Facility, the following provisions shall apply:

**14.4.1 Notification.** The Judicial Council shall notify Licensee as soon as possible but in no event less than one hundred twenty (120) calendar days prior to the planned permanent Facility shutdown that will result in the shutdown of the System. The Judicial Council shall provide written notice to Licensee indicating whether or not the Judicial Council desires to relocate the System.

**14.4.2 Relocation.** The Judicial Council and Licensee agree to negotiate in good faith to find an alternative location where Licensee can relocate the System and from which Licensee can provide Electricity to the Judicial Council in conformance with this SLA and the SPPA. If Licensee and the Judicial Council can agree on such new location and if Licensee and the Judicial Council agree that such new location has sufficient solar insolation to meet its EEP and GEP in this SLA, then this SLA shall be amended by the Parties to substitute the alternative location as the Licensed Area, subject to the approval by the SPWB, and the Judicial Council shall pay reasonable costs associated with relocation of the System.

**14.4.3 No Adequate Alternative Site.** If the Judicial Council and Licensee cannot locate an alternative site that meets the requirements of subsection 14.4.2 but can mutually agree upon an alternative location which is inferior to the Licensed Area for purposes of solar installation, then the Judicial Council and Licensee shall attempt to negotiate in good faith an adjustment in the Price to compensate for the alternative location such that Licensee receives payments comparable to what it would have received from the System at the original Licensed Area. If the Judicial Council and Licensee mutually agree to such change in Price, then the Parties shall amend all relevant terms in this SLA, subject to approval by the SPWB, and Licensee shall proceed to relocate the System (or as much of System as practical) to the new location. If the Parties agree to such relocation, the Judicial Council shall pay for the reasonable costs for Licensee to relocate the System. The Judicial Council shall reimburse

Licensee for the period of temporary System shutdown prior to relocation in accordance with the provisions in the SPPA.

**14.4.4 Termination due to Permanent Shutdown of the Site.** If, within seventy-five (75) calendar days prior to date that the Judicial Council will commence the permanent Facility shutdown for reasons set forth in section 14.4, the Judicial Council and Licensee have not agreed upon an alternative location for the System, Licensee shall remove the System pursuant to section 11.1 of this SLA. After completion of such removal, the Judicial Council will pay Licensee Actual Damages and neither Party shall otherwise have any further obligation to the other Party.

**14.5 Funding Availability.** All payment obligations of the Judicial Council under this SLA, the SPPA, or any related agreement, are subject to appropriation by the State Legislature. It is mutually agreed that if the State Legislature does not appropriate sufficient funds, the obligations of the Judicial Council under this SLA, the SPPA, or related agreement, shall be suspended during the continuation of such non-appropriation event or amended to reflect any reduction of appropriated funds. A non-payment by the Judicial Council required under this SLA or the SPPA due to the State Legislature not appropriating funding shall not be an event of default.

## 15. GENERAL TERMS AND CONDITIONS

**15.1. Inspections.** The Judicial Council shall be permitted access to inspect the System upon twenty-four (24) hours' prior written notice to Licensee. The Judicial Council personnel must be accompanied by personnel of Licensee during any non-emergency inspection of the System, unless Licensee agrees in writing to waive its right to accompany the Judicial Council personnel on all non-emergency inspections. This requirement in no way prohibits the Judicial Council from inspecting any and all portions of the Site and Licensed Area at any time.

**15.2. Mechanic's Lien / Stop Notices – Removal of Liens.** Licensee shall not cause or permit any liens to attach or to be placed upon or encumber the Site, Licensed Area or Facility, or permit the filing of a stop notice against the Judicial Council, arising from or resulting out of any work performed by Licensee or its contractor(s). If any such lien attaches, or stop notice is filed, Licensee agrees to cause the lien and/or stop notice to be removed within ten (10) Business Days of notification thereof by the posting of a stop notice release bond or lien release bond, payment of the lien and/or stop notice lien or otherwise. If Licensee fails to remove the lien within this time period, in addition to its other remedies under this SLA, the Judicial Council may undertake to cause such lien and/or stop notice to be removed and charge to Licensee any costs and expenses incurred in connection with the removal of said Lien. Licensee agrees to hold harmless, defend and indemnify the State, the Judicial Council and Court against all costs and expenses (including reasonable attorneys' fees and court costs at trial and on appeal) incurred in discharging and releasing any such lien and/or stop notice. The Judicial Council may

record a Notice of Non-Responsibility and shall provide a copy of such to Licensee when recorded.

- 15.3. Protection of Facility, Site and Licensed Area.** Licensee shall not do or permit to be done anything which will invalidate any fire, extended coverage, or other insurance policy covering the Facility, the Site, or the Licensed Area, the State or the Judicial Council's interest in the Facility, the Site, or the Licensed Area, or that will violate any warranty for the Facility, the Site, the Licensed Area, or roof if the System is roof-mounted. Licensee shall comply with all Applicable Laws and Regulations, and recommendations of the Judicial Council or the State, including without limitation any risk management department or office or any other department or office performing a similar function.
- 15.4. Facility Re-roofing (if roof-mounted System).** If the System will be installed on a roof, the System shall be designed and installed such that it can be easily removed from the roof without damaging the existing roofing system or the solar generation System. It must also be installed in compliance with CALIFORNIA TRIAL COURT FACILITIES STANDARDS 2020 DIVISION TWO: TECHNICAL CRITERIA 11.C Building Elements: Exterior Construction.
- 15.5. Losses/Damages.** The State and the Judicial Council will not be responsible for losses or damage to personal property, equipment, or materials of Licensee at the Licensed Area. Licensee will hold harmless the State, the Judicial Council, and the Court from any such losses or damages. All losses by Licensee at the Licensed Area shall be reported immediately to the Judicial Council upon discovery by Licensee.
- 15.6. Health and Safety.** Licensee shall take all necessary and reasonable safety precautions and shall comply with all Applicable Laws pertaining to the safety of persons and real and personal property at or on the Licensed Area and the operation of the System. Licensee shall immediately report to the Judicial Council any death, loss time injury, or property damage to the Judicial Council's property that occurs within the Facility, the Site, the Licensed Area, or as part of Licensee's operation of the System.
- 15.7. Judicial Council System Repair Costs.** If the Judicial Council damages the System as a result of Judicial Council's operations, maintenance, repairs, or renovations of the Licensed Area, and for reasons other than an event that constitutes a Force Majeure, the Judicial Council shall reimburse Licensee's reasonable costs to repair the damage to the System to the extent such damage is not covered by Licensee's insurance as required in section 9 of this SLA. If, in its sole opinion, Judicial Council deems the costs to repair the System are unreasonable, then the Judicial Council may elect to terminate this SLA and Licensee shall remove the System in accordance with section 11.1 and the Judicial Council shall pay Licensee Actual Damages.
- 15.8. Damage Covered by Insurance.** If during the Term, the System is wholly or partially destroyed or damaged by an event covered by insurance or required to be covered by insurance under this SLA, the Licensee shall use the proceeds of such insurance to

restore the System to its original capacity. If Licensee reasonably determines that it is not economically feasible to restore the System after such loss event, Licensee shall give the Judicial Council written notice of such determination as soon as practical. In that case, this SLA shall be terminated, and the Judicial Council shall have no obligation to pay Actual Damages except as provided immediately below. Upon receipt of such notice of election by Licensee to terminate this SLA and abandon the System, the Judicial Council shall have the option to take title to the System at no cost. In such event, the insurance proceeds shall be paid in the following order of priority:

- 15.8.1.** First, to pay for the reasonable costs to remove the damaged System and restore the Licensed Area to its original condition as of the Effective Date save for normal wear and tear, as provided in section 11.1. If the insurance proceeds are insufficient, or there are no insurance proceeds as provided in this SLA to cover the costs to restore the Licensed Area, Licensee shall be responsible for removing the System and restoring the Licensed Area at Licensee's sole cost to its original condition as of the Effective Date save for normal wear and tear, as provided in section 11.1.
  - 15.8.2.** Second, to Licensee, the amount equal to Actual Damages as of the date immediately preceding the casualty event minus the amount paid to remove the System pursuant to section 11.1.
  - 15.8.3.** Third, any remaining insurance proceeds shall be distributed fifty percent (50%) to Licensee and fifty percent (50%) to the Judicial Council.
- 15.9. Condemnation.** In the event that the whole or any portion of the System or Licensed Area is acquired or condemned by any authority or sold in lieu thereof, the Judicial Council agrees to notify Licensee immediately of such condemnation or sale.
- 15.9.1** If Licensee or the Judicial Council, in its own reasonable judgment, determines that it cannot continue to satisfy the terms and conditions in this SLA as a consequence of such condemnation or sale, either Party shall within thirty (30) calendar days of the Judicial Council's notice give the other Party written notice of its intent to terminate the SPPA.
  - 15.9.2** The entire award in any such condemnation proceeding or sale shall be and remain the property of the Judicial Council, and Licensee hereby fully waives and relinquishes any right to seek an award or participate in the condemnation proceeding except and to the extent provided in subsections 15.8.3 and 15.8.4, below.
  - 15.9.3** If either Party gives a termination notice as provided in subsection 15.9.1 and if the condemnation specifies a value or allocation attributable to the System, such amount shall be paid to Licensee and this SLA shall terminate with no further obligation on either Party other than Licensee's obligation to remove the System as provided in section 11.1.

**15.9.4** If the condemnation does not specify a value or allocation to the System, the Parties agree that the terms set forth in section 15.8 of this SLA shall apply as if the condemnation or sale were the same as an insured loss event and the proceeds from the condemnation shall be allocated in accordance with section 15.8 of this SLA except that any excess that would be paid to Licensee under subsection 15.8.3 shall be paid one hundred percent (100%) to the Judicial Council. This SLA shall terminate with no further obligation on either Party other than Licensee's obligation to remove the System as provided in section 11 hereof.

**15.10. Limitation on Liability and Licensee Indemnification.** The Judicial Council and State shall not be liable for any debts, liabilities, settlements, liens, or any other obligations of Licensee or its heirs, successors, or assigns. Licensee shall indemnify, defend, and hold harmless the Judicial Council and State, the Court, and their judicial officers, officers, agents, and employees from and against any claims, damages, or expenses, including an amount equal to reasonable attorneys' fees, and liabilities arising out of or in any way connected with this SLA for claims, damages, expenses, or liabilities for loss or damage to any property, or for any death or injury to any person or persons in proportion to and to the extent that such claims, damages, expenses, or liabilities arise from the negligence or willful acts or omissions of Licensee, or its officers, agents, employees, assigns, and successors.

## **16. OTHER TERMS AND CONDITIONS**

**16.1. Notices.** Except as otherwise expressly provided in this SLA, all notices, and other communications to be given or made under this SLA shall be in writing and shall be personally delivered (including by means of professional messenger service) or sent by overnight courier, or sent by registered or certified mail, postage prepaid, return receipt requested to the addresses set forth below. Notices may also be delivered by electronic mail to the email address indicated below provided that the originator verifies that recipient has received such notice and originator delivers a copy of such notice to recipient using the means in the first sentence of this paragraph as soon as possible. All such notices or other communications shall be deemed received upon the earlier of:

- (a) Personally delivered or sent by overnight courier, the date of delivery to the address of the person to receive such notice.
- (b) Mailed as provided above, on the date of receipt or rejection.
- (c) Given by electronic email, when received by the other party if received between Monday through Friday between 9:00 a.m. and 5:00 p.m. so long as such day is not a State or federal holiday and otherwise, on the next Business Day.

To Licensee:

LICENSEE: \_\_\_\_\_  
TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
PHONE: \_\_\_\_\_  
EMAIL: \_\_\_\_\_

To Judicial Council:

JUDICIAL COUNCIL OF CALIFORNIA  
ATTN: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
PHONE: \_\_\_\_\_  
EMAIL: \_\_\_\_\_

To SPWB:

STATE PUBLIC WORKS BOARD  
ATTN: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
ADDRESS: 915 "L" Street  
Sacramento, CA 95814  
PHONE: \_\_\_\_\_  
EMAIL: \_\_\_\_\_

- 16.2. Amendment.** No amendment or variation of the terms of this SLA shall be valid unless made in writing and signed by the Parties. No oral understanding or agreement not incorporated in this SLA is binding on any of the Parties.
- 16.3. Notification of Change in Parties.** Licensee shall notify the Judicial Council in writing within five (5) Business Days after any change in name, ownership, or control of Licensee. The provisions of this section 16.3 shall in no way relieve Licensee of its obligations under section 5 of this Agreement.
- 16.4. Taxes.** Licensee, its successor, and assigns, shall pay all lawful taxes, including possessory interest or other tax, assessments, or charges that may at any time be levied upon any interest in the System, the SPPA, or this SLA.
- 16.5. Audit.** Licensee agrees that the Judicial Council, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this SLA including without limitation matters relating to the SPPA. Licensee agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Licensee agrees to allow the auditor(s) access to such records during normal business hours after reasonable notice and to allow interviews of any employees who might reasonably have information related to such records. Further, Licensee agrees to include a similar right of the Judicial Council to audit records and interview staff in any subcontract related to performance of this SLA.



- 16.6. Integration of Exhibits.** This SLA, together with the Exhibits, constitute the entire agreement and understanding between the Judicial Council and Licensee with respect to the subject matter hereof and supersedes all prior agreements relating to the subject matter hereof, which are of no further force or effect. The Exhibits and Schedules referred to herein are integral parts hereof and thereof and are made a part of this SLA by reference.
- 16.7. Reserved**
- 16.8. Limited Effect of Waiver.** The failure of the Parties to enforce any of the provisions of this SLA, or the waiver thereof in any instance shall not be construed as a general waiver or relinquishment on its part of any such provision, in any other instance or of any other provision in any instance.
- 16.9. Survival of Obligations.** Notwithstanding expiration or earlier termination of this SLA, the Parties shall continue to be bound by the provisions of this SLA which by their nature survive such expiration or termination. Such provisions shall include, but not be limited to, section 3.13 (“No Infringement”), section 8.5 (“Liquidated Damages for Delay”), section 3.11 (“Hazardous Material”), section 15.2 (“Mechanic’s Lien”), section 11 (“Removal of System”), section 13 (“Defaults and Remedies”), section 15.10 (“Limitation on Liability and Licensee Indemnification”), section 16.4 (“Taxes”) and other provisions of this SLA that, by their sense and context, are intended to survive termination of this SLA shall survive the expiration or termination of this SLA.
- 16.10. Relationship of Parties.** The relationship between the Judicial Council on the one hand, and Licensee, on the other hand, shall not be that of partners, agents, or joint ventures for one another, and nothing contained in this SLA shall be deemed to constitute a partnership or agency agreement between them for any purposes, including federal income tax purposes.
- 16.11. Independent Status.** Licensee, and the agents and employees of Licensee, in the performance of this SLA, shall act in an independent capacity and not as officers or employees or agents of the State. Licensee is not entitled to unemployment or workers’ compensation benefits from the State.
- 16.12. Successors and Assigns.** This SLA and the rights and obligations under this SLA shall be binding upon and shall inure to the benefit of the Parties and their respective permitted successors and assigns. Assignment of rights under this SLA shall comply with section 5 of this SLA.
- 16.13. Licensee Certifications.** This SLA shall not be effective unless and until Licensee has executed the Licensee Certifications attached as Exhibit O to this SLA. Licensee warrants that it will be in continual compliance with the provisions in Exhibit O throughout the Term of this SLA.
- 16.14. Non-Discrimination.** During the performance of this SLA, Licensee and its subcontractor(s) shall not unlawfully discriminate, harass, or allow harassment against

any employee or applicant for employment because of age (40 and over), ancestry, color, creed, disability (mental or physical) including HIV and AIDS, marital or domestic partner status, medical condition (including cancer and genetic characteristics), national origin, race, religion, request for family and medical care leave, sex (including gender and gender identity), and sexual orientation. Licensee and subcontractor(s) shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Licensee and subcontractor(s) shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12990(a)-(f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990(a)-(f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this SLA by reference and made a part hereof as if set forth in full. Licensee and its subcontractor(s) shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. Licensee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this SLA.

**16.15. Employment of Undocumented Aliens.** Licensee warrants that, in entering into this SLA with the Judicial Council, Licensee has not, in the preceding five (5) years, been convicted of violating a state or federal law regarding the employment of undocumented aliens.

**16.16. Child Support Compliance Act.** “For any Agreement in excess of one hundred thousand dollars (\$100,000), Licensee acknowledges in accordance with Public Contract Code section 7110, that:

**16.16.1.** Licensee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

**16.16.2.** Licensee, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.”

**16.17. Dispute Resolution.** If a dispute arises between the Parties regarding this SLA, the Parties shall attempt in good faith to negotiate expeditiously a resolution to the dispute. The Parties agree:

**16.17.1.** To attempt to resolve all disputes arising hereunder promptly, equitably and in a good faith manner; and

**16.17.2.** Conduct negotiations through a representative or representatives of each Party who is authorized to act for the Party and resolve the dispute without resorting to higher authority.

**16.17.3.** Each Party has the right, at its sole expense and during normal working hours, to examine the records of the other Party to the extent reasonably necessary to verify the accuracy of any statement, charge, or computation made pursuant to this SLA. If requested, a Party shall provide to the other Party statements evidencing the quantity of Electricity delivered at the Electrical Interconnection Point. If any such examination reveals any inaccuracy in any statement, the necessary adjustments in such statement and the payments thereof will be made promptly and shall bear interest calculated at the Interest Rate from the date the overpayment or underpayment was made until paid.

**16.17.4.** The exhaustion of the dispute resolution procedure provided for in section 16.17 is a condition precedent to the initiation of legal action in a court of law.

**16.18. Severability; Unenforceable Provision.** In the event that any provision of this SLA is unenforceable or held to be unenforceable, then the Parties agree that all other provisions of this SLA have force and effect and shall not be affected thereby.

**16.19. Governing Law.** This SLA shall be governed and construed in accordance with the laws of the State of California.

**16.20. Press Releases.** To avoid any conflicts with fair trade rules regarding claims of solar or renewable energy use, each Party to this SLA shall submit to the other Parties for approval any press releases regarding the use of solar or renewable energy in connection with this SLA and shall not submit for publication any such releases without the written approval of the other Parties, which approval shall not be unreasonably withheld or delayed. The Parties may by mutual written agreement set forth specific statements that may be used by Licensee in any press releases that address Licensee's use of solar or renewable energy provided pursuant to this SLA.

**16.21. Confidentiality of Information**

**16.21.1 Identification.** Any information provided by one Party to the other Party shall be deemed confidential or proprietary provided that such information is clearly labeled as "proprietary" or "confidential" and provided that such information so marked is in fact proprietary or confidential. If only parts of a document are deemed confidential or proprietary, then only those portions shall be identified and marked as such. This provision shall have no effect if the cover page or entire document is marked as confidential or proprietary when, in fact, much of

such document does not so qualify.

**16.21.2 Limitations of Confidential Information.** Notwithstanding the foregoing, confidential information shall not include information (a) that was publicly available at the time of the disclosure thereof by one Party to the other; (b) that becomes publicly available other than through actions of the receiving Party in violation of this Agreement; or (c) that was in the possession of the receiving Party (without confidential or proprietary restriction) at the time of disclosure or that becomes available to the receiving Party from a source not subject to any obligation to keep such information confidential.

**16.21.3 Restrictions on Use and Disclosure.** Unless and until it receives the prior written consent of the disclosing Party, the receiving Party agrees (a) to hold all confidential information of the disclosing Party in strict confidence, (b) not to publish or otherwise disclose any such confidential information and (c) not to use, copy, reproduce, photograph, or otherwise make any image of such confidential information except as otherwise provided section 16.21.4.

**16.21.4 Judicial Council Disclosures.** Licensee acknowledges that the Judicial Council is a public agency and its obligations regarding disclosure of records are governed by California Rule of Court Rule 10-500 governing public access to judicial administrative records. Accordingly, any documents provided by Licensee related to the award or performance of this SLA or the SPPA will only be held as “confidential” by the Judicial Council if they are otherwise exempt from disclosure under California Rule of Court Rule 10-500.

If the Judicial Council receives a request for information which includes information provided by Licensee, the party receiving the request will contact Licensee within five (5) days of receipt of the request. Should Licensee desire to keep the requested documents confidential and not disclosed, it is Licensee’s responsibility, at their sole cost and expense, to take all steps necessary to prevent disclosure. If Licensee fails to obtain a court order supporting nondisclosure, Licensee will not be entitled to make a claim or maintain any legal action against the Judicial Council in connection with disclosure of any requested information.

**16.21.5 Permitted Disclosures.** Notwithstanding any restrictions herein, each Party may disclose confidential information received by it to its representatives, provided that such Party informs each such person who has access to the confidential information of its confidential nature and the terms of this SLA. The Party receiving confidential information shall use reasonable efforts to ensure that each representative complies with the terms of this SLA and that any confidential information received by such

representative is kept confidential.

**16.21.6 Survival.** The provisions in this section 16.21 shall survive until the earlier of (a) two (2) years after the date that such confidential information was provided or (b) two (2) years after the termination of this SLA.

**16.22. Endorsement.** Nothing contained in this SLA shall be construed as conferring on any Party hereto, any right to use the other Party's name as an endorsement of product/service or to advertise, promote or otherwise market any product or service without the prior written consent of the other Party. Furthermore, nothing in this SLA shall be construed as endorsement of any commercial product or service by the State, its officers, or employees.

**16.23. Covenant Against Gratuities.** Licensee warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by Licensee, or any agent or representative of Licensee, to any officer or employee of the Judicial Council or the State with a view toward securing this SLA or securing favorable treatment with respect to any determinations concerning the performance of this SLA. For breach or violation of this warranty, the Judicial Council shall have the right to terminate this SLA, either in whole or in part, and any loss or damage sustained by the Judicial Council or the State in procuring on the open market any items which Licensee agreed to supply shall be borne and paid for by Licensee.

**16.24. No Conflict with the SLA.** Licensee warrants that all other contracts and agreements (including warranties and guarantees) related to the System or Licensee's business of designing, building, operating, maintaining, and financing the System shall contain no terms or provisions that conflict with this SLA. Upon the Judicial Council's written request, Licensee shall provide the Judicial Council copies of all such agreements. Licensee shall notify the Judicial Council in writing of all significant amendments to such agreements.

**16.25. Counterparts.** This SLA may be executed in counterparts (including PDF copies), each of which shall be deemed an original as against the Party signing such counterpart and which together shall constitute one and the same instrument. The Parties agree that the signature pages of this SLA may be executed, scanned, and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this SLA, with such scanned and electronic signatures having the same legal effect as original signatures.

**16.26. Timeliness.** Time is of the essence in this SLA.

**16.27. Authority.** The signatories hereto represent and warrant that they are duly authorized on behalf of their respective entities to enter into and consummate this SLA.

**[SIGNATURES ON FOLLOWING PAGE(S)]**

(The remainder of this page intentionally left blank.)

**IN WITNESS WHEREOF** and in confirmation of their consent to the terms and conditions contained in this SLA, including Exhibits, and intending to be legally bound hereby, the Judicial Council and Licensee execute this SLA as of the date below.

**JUDICIAL COUNCIL OF CALIFORNIA**

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATED: \_\_\_\_\_

APPROVED AS TO FORM:  
Judicial Council of California,  
Legal Services

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: ATTORNEY

DATED: \_\_\_\_\_

**LICENSEE: [INSERT ENTITY NAME]**

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATED: \_\_\_\_\_

**CONSENTED TO BY THE STATE PUBLIC WORKS  
BOARD OF THE STATE OF CALIFORNIA**

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATED: \_\_\_\_\_

## **EXHIBITS TO SLA**

- A. Definitions
- B. Depiction of Licensed Area
- C. Technology Description
- C-1 Minimum Requirements
- C-2 O&M Services
- D. Solar Power Purchase Agreement (SPPA)
- E. License Access Procedures
- F. Design and Installation Process and Milestone Schedule
- G. Prevailing Wage Certification
- H. Prevailing Wage and Labor Requirements
- I. As-Built Drawings and Other Technical Documents
- J. General Installation Requirements
- K. Minimum Structural Requirements
- L. Form of Lender Estoppel Certificate for Financing
- M. Form of Judicial Council Estoppel Certificate
- N. Reserved
- O. Licensee Certifications
- P. Transaction Fees
- Q. Internal Background Check Policy
- R. Judicial Council Tool Control Policy
- S. Judicial Council Trenching / Utility Resources Relocation Provisions
- T. Contract Termination Schedule



## EXHIBIT A

### DEFINITIONS

1. “AC” means alternating current.
2. “Access Procedures” means the access procedures to the Site by Licensee set forth in Exhibit E of this SLA and as reasonably amended from time to time.
3. “Actual Damages” shall mean those amounts set forth in the schedule attached to the SLA as Exhibit T.
4. “Additional Term” means the increase in term length agreed to by the parties beyond the Initial Term as set forth in section 2 of this SLA or the SPPA.
5. “Affiliate” means, with respect to Licensee, any other entity directly or indirectly controlling, controlled by, or under common control with Licensee.
6. “Alterations” means changes to, replacement of, or alteration to the System, erection of additions, or structures in or upon the System as further defined in section 8.9.
7. “ANSI” means American National Standards Institute.
8. “Applicable Law(s)” means any and all applicable federal, state, and local laws, codes, ordinances, rules, and Regulations, and all issued permits and licenses.
9. “As-Built Drawings” means Licensee’s annotated set, both hard and electronic copy, of Construction Documents that have been contemporaneously revised by Licensee during the course of the System’s installation and construction to identify changes to the System subsequent to the approval of the Construction Documents so as to record the actual physical constructed condition.
10. “As-Is” means the term used to notify Licensee that no express or implied warranty regarding the Site and Licensed Area is provided by the Judicial Council. Licensee therefore takes the Site and Licensed Area at Licensee’s own risk, without recourse against the Judicial Council or State for their condition or performance.
11. “ASME” means American Society of Mechanical Engineers.
12. “BESS” means Battery Energy Storage System as defined in Exhibit C-1.
13. “BESS Capacity Guarantee” means the capacity of energy the BESS is capable of storing as defined in SPECIFICATION SECTION 48 17 13: BATTERY ENERGY STORAGE SYSTEMS AND MICROGRID CONTROLLERS.

14. “BESS Capacity Damages” means the amount the Contractor will credit to the Judicial Council in the event of underperformance of the BESS Capacity Guarantee.
15. “Billing Cycle” means the period in which Licensee shall bill the Judicial Council for the Electricity delivered by the System which shall be on a calendar month basis following the Notice of Commercial Operation as provided in the SPPA. In the event the first day of delivery of Electricity falls on a day other than the first day of the month, Licensee shall bill the metered amount of Electricity for the remaining portion of the month.
16. “Business Day” means any day other than a Saturday, a Sunday, or State holiday. The use of “day” otherwise means calendar day.
17. “California Solar Initiative” or “CSI” means the solar rebate program for State consumers who are customers of the investor-owned utilities—Pacific Gas & Electric, Southern California Edison, and San Diego Gas & Electric.
18. “CEC” means the California Energy Commission.
19. “CEQA” means the California Environmental Quality Act which is a State environmental law.
20. “Collateral Assignment” means an assignment to the Lender of certain rights and interests in the System owned by Licensee during the Term.
21. “Commercial Operation Date” or “COD” means the date that Licensee notifies the Judicial Council the System is operational.
22. “Construction Documents” mean the design drawings, specifications, general conditions, supplementary general conditions, special conditions, addenda, and change orders developed to convey in detail the design, function, and construction of the System.
23. “Construction Start Date” means the date that Licensee commences construction of the System, such date to be specified by written notice to the Judicial Council as provided in section 8.2.
24. “Contract Year” means each twelve-month period commencing on the COD and each anniversary thereof; the last Contract Year may be less than twelve months in the event of any early termination of this SLA.
25. “County” means the county in which the Project is located.
26. “Court” means the Superior Court of the County in which the Project is located.
27. “CPUC” means the California Public Utilities Commission.

28. “DC” means direct current.
29. “Demand Response” refers to energy resource programs designed to avoid brownouts and blackouts by compensating electricity users for reducing consumption when demand for electricity is high and system reliability is at risk.
30. “Demand Reduction Event” means an event in which the Court is required to close or cease regular operations for twenty (20) or more days in any given Billing Cycle, not including regular Court holidays.
31. “Departing Load” means the portion of the incumbent utility’s electric customer’s load for which the customer discontinues or reduces its purchases of bundled or direct access electricity service from the incumbent electric utility, and/or purchases electricity supplied by customer generation to replace incumbent electric utility or direct access purchases, whilst remaining physically located at a particular electric utility service area.
32. “Due Date” means forty-five (45) calendar days after receipt by the Judicial Council of Licensee’s invoice for delivery of Electricity under the SPPA.
33. “EEP” means Expected Electricity Production.
34. “Expected Energy Storage Capacity” or “EESC” means the expected BESS storage capacity in kWh DC that Licensee will make available to the Judicial Council as set forth in Exhibit C-2, table 2, of the SLA.
35. “Effective Date” means the first day on which this SLA and the SPPA have been fully executed by the parties identified therein and consented to by the SPWB.
36. “Electricity” means electrical energy, measured in kilowatts and kilowatt-hours AC that is produced by the System and delivered by Licensee to the Judicial Council at the Electrical Interconnection Point and that conforms to the applicable utility and/or authoritative regulatory body standards and to the conditions specified in this SLA.
37. “Electrical Interconnection Point” means the point(s) specified in the System design where the System connects to the existing electrical distribution line(s) serving the Site.
38. “Emergency” means an imminent threat requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services.
39. “Energy Management System” means a computer application system used by facility operators to monitor, control, and optimize the performance of the electricity and/or transmission system.
40. “Environmental Attributes” means any and all credits, offsets, and other benefits related to the avoidance of the emission of any gas, chemical, or other substance into the air,

soil, or water resulting from the use of solar generation including but not limited, to Renewable Energy Credits (“RECs”) and any similar benefits for which a market may exist now, or at a future time, and all reporting rights with respect to the Environmental Attributes. Federal Investment Tax Credits are not Environmental Attributes for the purposes of this Agreement and the SPPA.

41. “Expected Electricity Production” or “EEP” means the System electricity output in kWh that Licensee expects the system to deliver to the Judicial Council as listed in the SPPA.
42. “Expected Energy Storage Capacity” or “EESC” means the expected BESS storage capacity in kWh DC that Licensee will make available to the Judicial Council listed in Exhibit C-2 and warranted as defined in SPECIFICATION SECTION 48 17 13 BATTERY ENERGY STORAGE SYSTEMS AND MICROGRID CONTROLLERS.
43. “Exhibits” means Exhibits A through T attached to this SLA and incorporated by reference in this SLA as set forth in section 16.6 of this SLA.
44. “Facility” means the land, buildings, structures, or other improvements located on the Site.
45. “Federal Investment Tax Credits” shall mean any and all (a) depreciation benefits, (b) investment tax credits, (c) production tax credits, and (d) similar tax credits or grants under federal, state, or local law relating to the construction, ownership, or production of electric energy from the Solar PV System.
46. “First Offer Notice” has the meaning ascribed to such term in section 12. 1 of this SLA.
47. “First Refusal Notice” has the meaning ascribed to such term in section 12.1 of this SLA.
48. “Force Majeure” means any event or circumstance which wholly or partly prevents or delays the performance of any material obligation arising under this SLA, but only if and to the extent (i) such event is not within the reasonable control, directly or indirectly, of the Party seeking to have its performance obligation(s) excused thereby, (ii) the Party seeking to have its performance obligation(s) excused thereby has taken all reasonable precautions and measures in order to prevent or avoid such event and mitigate the effect of such event on such Party’s ability to perform its obligations under this SLA and which by the exercise of due diligence such Party could not reasonably have been expected to avoid and which by the exercise of due diligence it has been unable to overcome, and (iii) such event is not the direct or indirect result of the negligence of or the failure to perform under this SLA by, or caused by, the Party seeking to have its performance obligations excused thereby; provided further, that such event is within or similar to one or more of the following categories: condemnation; expropriation; invasion; plague; drought; landslide; tornado; hurricane; unusually severe weather; tsunami; volcano; flood; lightning; earthquake; fire; explosion; epidemic (with the exception of the Covid-19 pandemic as set forth below); quarantine; war (declared or undeclared); terrorism or

other armed conflict; strikes and other labor disputes; riot or similar civil disturbance or commotion; other acts of God; acts of the public enemy; blockade; insurrection, sabotage or vandalism; embargoes; and actions of a governmental authority (other than in respect of Licensee's compliance with: Applicable Laws in effect as of the Effective Date or actually passed as law but not yet in full force and effect as of the Effective Date; and permits, licenses, and other approvals required under Applicable Laws in effect as of the Effective Date, or laws enacted but not yet in full force and effect as of the Effective Date, in connection with Licensee's performance under this SLA). Force Majeure does not include (i) the failure to pay moneys due under this SLA; (ii) the lack of wind, sun, or other fuel source of an inherently intermittent nature; (iii) reductions in generation from the System resulting from ordinary wear and tear, deferred maintenance, or operator error; or (iv) the Covid-19 pandemic, and any related impacts or events.

49. "GEP Damages" means an amount Licensee pays the Judicial Council for damages in the event Licensee fails to meet its GEP obligations as described in Exhibit C-2 of the SLA.
50. "GEP Failure" means when Licensee fails to satisfy the GEP obligation.
51. "Guaranteed Completion Date" shall be three hundred sixty-five (365) calendar days after the Judicial Council's issuance of Notice to Proceed to Licensee as provided in section 8.3 and subject to extensions, if any, as mutually agreed by the Parties in writing.
52. "Guaranteed Electricity Production" or "GEP" means \_\_\_% of the EEP in kWh that Licensee guarantees to deliver from the System to the Judicial Council as set forth in the table in Exhibit C-2.
53. "Hazardous Material" means without limitation: (a) any chemical, compound, or substance that is defined or listed in, or otherwise classified pursuant to, any federal or State law as a "hazardous substance," "hazardous waste," "hazardous material," "radioactive waste," "infectious waste," "biohazardous waste," "toxic substance," pollutant, or contaminant; (b) petroleum, natural gas, liquefied natural gas, synthetic gas usable as fuel; (c) "hazardous substance" as defined in section 25281(h) of the California Health and Safety Code; (e) "waste" as defined in section 13050(d) of the California Water Code; (f) asbestos containing materials; and (g) any other material that, because of its quantity, concentration, or physical or chemical characteristics, poses a significant present or potential hazard to human health and safety or to the environment if released into the workplace of the environment. "Hazardous Material" does not include the foregoing to the extent that they are (i) contained in products that are commercially available in the United States of America; and (ii) used in quantities or concentrations that do not violate federal or State environmental law.
54. "IEEE" means Institute of Electrical and Electronics Engineers.

55. “Initial Term” means the term of the contract initially contracted for without additional terms.
56. “Interconnection Agreement(s)” means any interconnection agreement described in section 7.9.1 of this SLA.
57. “Interest Rate” means the lesser of the prime rate as quoted from time to time in “Money Rates” in the Wall Street Journal, plus two percent (2%) or the maximum interest rate permitted by law.
58. “Judicial Council” means the Judicial Council of California.
59. “Judicial Council Estoppel Certificate” means an estoppel certificate substantially in the form of Exhibit M.
60. “kW” means kilowatt (which is 1,000 Watts) of electrical capacity measured in AC.
61. “kWh” means kW-hour and is a unit of energy equal to one thousand watt-hours.
62. “Lender” means any financial institution, equity financing holder, or other reasonably qualified provider of capital (and successors in interest and assignees permitted under this SLA), or System Lessor that provides or is requested to provide development, bridge, construction, term debt, or tax equity financing or refinancing for the System on behalf of Licensee.
63. “Lender Estoppel Certificate” means an estoppel certificate substantially in the form of Exhibit L.
64. “Licensed Area” means the portion of the Site licensed by the Judicial Council to Licensee to install, operate, and maintain the System as provided in this SLA and as further described in Exhibit B.
65. “Licensee” means the entity identified on Page 1 of this SLA, who holds the license to use the Licensed Area for the Permitted Use pursuant to this SLA.
66. “Meter” means a device capable of collecting electricity consumption data that includes kWh AC and fifteen (15) minute or less kW AC and KVAR demands as recorded and may be transmitted or collected via telephone lines or wireless telephone and that otherwise has the capabilities set forth in Exhibit I Specifications and Exhibit C-2 O&M Services of the SLA.
67. “Minor Field Changes” means changes or deviations from the Judicial Council approved System plans, System drawings or Construction Documents that do not materially deviate from or affect the design, construction, installation, operation, or aesthetics of the System as originally approved by the Judicial Council.

68. “NFPA” means National Fire Protection Association.
69. “Net Energy Metering” or “NEM” means a Utility tariff or rule under which customers with qualifying renewable energy projects may “bank” the value of renewable energy produced in periods when such production exceeds the customer’s usage during that period and allows the customer to benefit from such “banked” value during periods when the renewable energy production is less than the customer’s usage.
70. “Notice of COD” means the notice that Licensee gives the Judicial Council stating that the System has been completed and specifying the Commercial Operation Date.
71. “Notice to Proceed” means written notification from the Judicial Council to Licensee that Licensee may begin construction of the System subject to the terms and conditions of this SLA.
72. “Parties” means the Judicial Council and Licensee each of whom may also be referred to as “Party.”
73. “Permitted Use” has the meaning ascribed to such term in section 3.1 of this SLA.
74. “Permittee” or “Permittees” shall have the meanings ascribed to such terms in section 3.1 of this SLA.
75. “Price” means the Price, expressed to the nearest hundredths of a cent (\$.0000), to be paid by the Judicial Council to Licensee in each Contract Year for the Electricity generated by the System and delivered to the Judicial Council as provided in section 2.2 of the SPPA.
76. “Production Shortfall” means the difference between the GEP minus the actual energy production measured by the utility grade meter located at the POCC.
77. “Project” means the design, construction, maintenance, and operation of the System.
78. “Project Manual” means System documentation which includes, but is not limited to, System schematics, equipment data sheets, Construction Documents, As-Built Drawings, and System operation and emergency instructions provided by Licensee to the Judicial Council pursuant to section 8.8 of this SLA.
79. “PTC” means PVUSA test Conditions.
80. “PV” means photovoltaic.

81. “PV System” means the integrated assembly of photovoltaic panels, parking canopy structures, mounting assemblies, inverters, converters, metering, lighting fixtures, transformers, ballasts, disconnects, combiners, switches, wiring devices and wiring, alterations, materials, spares, tools, supplies, equipment (as specified in the Project Manual) installed in or located at the Licensed Area for the purpose of generating Electricity for purchase by the Judicial Council under the SPPA.
82. “Qualified Purchaser” has the meaning ascribed to such term in section 5.2 of this SLA.
83. “Qualified Reporting Entity” means an organization providing renewable generation data for the purpose of creating WREGIS Certificates that has met the Qualified Reporting Entity guidelines established in appendix D of the WREGIS operating rules.
84. “Related Facilities” collectively means the land, buildings, structures, or other facilities on which or in which the System is constructed, installed, or situated.
85. “Regulations” have the meaning ascribed to such term in section 3.5 of this SLA.
86. “Renewable Energy Credit(s)” means renewable energy credit(s) or certificates, emission reduction credits, emission allowances, green tags, tradable renewable credits, and Green-e products related to renewable energy production supplied from the System.
87. “Rule 21” means the Utility rule describing the interconnection, operating, and metering requirements for generating facilities to be connected to the Utility distribution system.
88. “Senior Security Documents” means any and all financing documents, leases, indentures, or other financing agreements entered into in the past, the present, or the future by the SPWB, State, or any subdivision of the State concerning any part of the Licensed Area, the Site, or the Facility.
89. “Site” has the meaning ascribed to such term in the Recitals to this SLA, an area of which is identified as the Licensed Area in this SLA, which is further described in Exhibit B to this SLA, which will accommodate the System.
90. “Site Representative” means the person designated by the Judicial Council as the representative of the Judicial Council to whom Licensee should address all notices and inquiries required under this SLA.
91. “SPPA” means the Solar Power Purchase Agreement entered into by the Judicial Council and Licensee concerning the generation, delivery, and purchase of Electricity from the System, the form of which is attached hereto as Exhibit D.
92. “SREC” means Solar Renewable Energy Credit under the WREGIS system.
93. “State” has the meaning ascribed to such term in the Recitals to this SLA.



94. “State Public Works Board” or “SPWB” means the State Public Works Board created by the State Legislature to oversee the fiscal matters associated with construction of projects for State agencies, and to select and acquire real property for State facilities and programs.
95. “Standby Charges” means rates electric utilities use to cover their costs for self-generation customers.
96. “Substitute Licensee” means the Lender, or any other party nominated by Lender and approved by the Judicial Council in accordance with section 10.4 of the SPPA, which party shall be substituted for the Licensee under the SPPA or any other qualified purchaser of, or successor to, the interests of Lender in a judicial or non-judicial foreclosure sale or otherwise that meets the conditions of assignment set forth in section 5.6 and shall be substituted for Licensee under this SLA.
97. “System” means the integrated project deliverables that encompass and include the PV System and BESS as further described in Exhibit C.
98. “System Lease” means a financing lease, including a sale-leaseback, between a Lender and Licensee whereby Licensee leases the System from the Lender strictly as a financing arrangement. As set forth in section 4, the System Lease shall not encumber or constitute a lien in the Facility, the Site, or the Licensed Area.
99. “System Lessor” means the person or entity that owns the System and leases the System to Licensee as the lessor under the System Lease.
100. “Term” means the period that shall commence on the Effective Date and continue for the stated period years from the Commercial Operation Date of the System unless terminated earlier pursuant to the provisions in this SLA and may be added to with additional terms.
101. “Termination Date” means the date on which this SLA terminates.
102. “THD” means total harmonic distortion.
103. “Tier One” means the minimum equipment standards pursuant to California Public Resources Code sections 25780–25784 and/or CSI which are the minimum acceptable equipment standards as of the date of the Notice to Proceed under this SLA for installation of the System.
104. “Transaction Fee” means the non-refundable fee to be paid by Licensee to the Judicial Council as provided in section 7.7 and further described in Exhibit P.
105. “UL” means Underwriters Laboratories, Inc.

106. “Utility” means the utility or any other party owning or controlling the electric utility transmission or distribution system to which the Site or the System will be interconnected.
107. “Watt” means a unit of power equal to one (1) joule per second; the power dissipated by a current of one (1) ampere flowing across a resistance of one (1) ohm.
108. “Western Renewable Energy Generation Information System” or “WREGIS” means the renewable energy accounting system developed in response to policies set by the State Legislature and the Western Governors’ Association and implemented by the Western Energy Coordination Council to track and verify renewable facilities compliance with the Renewable Portfolio Standards.

## **EXHIBIT B**

### **DEPICTION OF LICENSED AREA**

Insert description of the limits of the Licensed Area along with an aerial image depicting both the PV and BESS Area at time of contracting.

[The Depiction of Licensed Area will include marked-up plans provided for each project location. The Depiction of Licensed Area will include System's locations and will specify approximate square footage of the Licensed Area as indicated on the layout drawings. For Systems that are not installed on a rooftop, Licensee shall survey/measure the Licensed Area and submit a final metes and bounds survey as part of the submitted plans for review and approval. After the survey and plans are approved by the Judicial Council and the SPWB, this SLA will be amended to include the metes and bounds description.]

## **EXHIBIT C**

### **TECHNOLOGY DESCRIPTION**

This space reserved for the System description to include the equipment provided in RFP-FS-2023-06-JP “Attachment C1” (Proposed Equipment Form) and the layout and Project approach provided in RFP-FS-2023-06-JP “Attachment B2” (Site Specific Project Approach).

## **EXHIBIT C-1**

### **MINIMUM REQUIREMENTS**

Licensee shall meet the below minimum requirements for the design, financing, installation, and maintenance of alternative energy supply sources for electrical or thermal energy, and energy storage systems. Licensee shall include at a minimum the following components and services for Solar PV projects:

1. Information referenced in Exhibit I.
2. Licensee shall not include building structural retrofit costs.
3. Licensee shall include costs associated with compliance with DSA ADA requirements including parking lot striping and location of canopies, but not include costs for Precheck DSA Canopies.
4. Roof replacement (if required) built to the Judicial Council's specifications and related maintenance shall be included in the Fixed Price.
5. Security camera installation (if required) purchased and installed to the Judicial Council's specifications shall be included in the Fixed Price. All such security camera equipment will remain the property of the Judicial Council.

## EXHIBIT C-2

### O&M SERVICES

Licensee shall complete the O&M Services described below.

- 1. Standard System Repair and Maintenance.** Licensee shall construct and install the System (PV, BESS, and Microgrid) at the Facility. During the Term, Licensee will operate and perform all routine and emergency repairs to, and maintenance of, the System at its sole cost and expense, except for any repairs or maintenance resulting from Judicial Council's negligence, willful misconduct, or breach of this Agreement. During the entire Project life it will be the responsibility of the Licensee to perform all site maintenance, including work required by equipment vendors to maintain warranties, recalibration of equipment, module washing, vegetation management, System monitoring and reporting, and the maintenance of revenue grade meter(s) for billing purposes. Licensee shall (a) have the appropriate experience and ability to operate and maintain photovoltaic solar systems and the financial capability to do same; or (b) enter into a contract with a subcontractor, pursuant to which (i) such subcontractor shall be responsible for System operation and maintenance under this Agreement and (ii) subcontractor shall administer all rights (including access rights to the Facility) and obligations of subcontractor on behalf of Licensee under this Agreement. Licensee shall not be responsible for any work done by others on any part of the System unless Licensee authorizes that work in advance in writing. If the System requires repairs for which Judicial Council is responsible, Judicial Council shall pay Licensee for diagnosing and correcting the problem at Licensee or Subcontractors' then-current standard rates. Any damage to the Systems resulting from vandalism/theft will be repaired in a timely fashion by the Licensee at Licensee's expense. Licensee shall comply with Judicial Council's Access Procedures (notification, security clearance, badging, etc.). When performing repairs to, and maintenance of, the System, Licensee or Subcontractor shall comply with all applicable statutes and Construction Provisions, including but not limited to payment of prevailing wages (for all work including module washing) to the extent required by Applicable Laws.
- 2. Non-Standard System Repair and Maintenance.** If Licensee incurs incremental costs to maintain the System due to conditions at the Facility or due to the inaccuracy of any information provided by Judicial Council and relied upon by Licensee, the pricing, schedule, and other terms of this Agreement will be equitably adjusted to compensate for any work in excess of normally expected work required to be performed by Licensee. In such event, the Parties will negotiate such equitable adjustment in good faith. Any damage to the Systems resulting from vandalism/theft will be repaired in a timely fashion by Licensee at the Licensee's expense.
- 3. Breakdown Notice.** Licensee shall notify Judicial Council within twenty-four (24) hours following Licensee's discovery of (a) any material malfunction in the operation of the System or (b) an interruption in the supply of Electricity from the System. Judicial Council and Licensee shall each designate personnel and establish procedures such that each Party may provide notice of such conditions requiring Licensee's repair or alteration at all times,

twenty-four (24) hours per day, including weekends and holidays. Judicial Council shall notify Licensee immediately upon the discovery of an emergency condition affecting the System.

**4. Guarantees**

**4.1. PV Production Guarantee:** Licensee anticipates that the System will produce the Expected Electricity Production (EEP) set forth below and guarantees that Electricity Production (EP) will not be less than the Guaranteed Electricity Production (GEP), \_\_\_% of the EEP as shown in Table 1. If the EP is less than the GEP, the difference between them is the Electricity Shortfall: Electricity Shortfall = GEP-EP.

The Judicial Council will be compensated in the amount of the product of the Electricity Shortfall and the PV Shortfall Rate. Compensation = (Electricity Shortfall)\*(PV Shortfall Rate). Within sixty (60) days of the end of the Contract Year, Licensee will provide a report showing the EEP, GEP, EP, Production Shortfall, Shortfall Rate, and Compensation amount for the preceding year. Compensation to the Judicial Council will be credited on the monthly bill from the Licensee until fully paid. In the event the amount of the credit due to the Judicial Council exceeds the amount due from the Judicial Council for Electricity supplied to the Judicial Council and the credit is not exhausted within four Billing Cycles, Licensee agrees to remit the un-exhausted credit to the Judicial Council, upon its request. If there is a balance at the end of the Term of the Contract, Licensee shall make a final payment to the Judicial Council as part of Project close out.

**Table 1**

Contract Year	Expected Electricity Production (EEP) (kWh)	Guaranteed Electricity Production (GEP) (kWh)	PV Shortfall Rate (\$/kWh)
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			

Contract Year	Expected Electricity Production (EEP) (kWh)	Guaranteed Electricity Production (GEP) (kWh)	PV Shortfall Rate (\$/kWh)
15			
16			
17			
18			
19			
20			

**4.2. BESS Capacity Guarantee:** Licensee guarantees that BESS Capacity as defined in Exhibit I Attachment O8 (SPECIFICATION SECTION 48 17 13) will exceed the value listed in “Table 2” below for the given year. This output level will be confirmed on an annual basis by Licensee and a report will be provided to the Judicial Council within thirty (30) days of the conclusion of each operating year. If the Licensee does not meet the BESS Capacity Guarantee, the Licensee will credit the Judicial Council in the amount of the BESS Capacity Damages which shall be calculated as the product of the under-performance and the BESS Shortfall rate.  $(\text{BESS guarantee} - \text{BESS Capacity}) * \text{BESS Shortfall Rate}$ .

**Table 2**

Year	BESS Capacity Guarantee (kWh)	BESS Shortfall Rate (\$/kWh)
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		



## **5. Required Services**

- 5.1.** The License shall deliver System overview and emergency System operation training to Judicial Council Facilities staff, O&M Service Providers, and Local Fire Department within fifteen (15) Business Days from COD.
- 5.2.** Solar modules will be washed not less than two (2) times per year during the historic dry season (April through October) more than sixty (60) days apart or as otherwise approved by Judicial Council.
- 5.3.** Site irradiance sensor, metering, inverter communications, and remote monitoring platform (DAS) will be maintained in good working order or repaired or replaced as needed.
- 5.4.** Metering.
  - 5.4.1.** Meters(s) Calibration. Licensee shall have the Meter tested every two years at Licensee's expense by a certified independent third party approved by the Judicial Council. The Judicial Council shall be allowed to observe the Meter test, and Licensee shall provide notice of the testing to the Judicial Council at least ten (10) Business Days prior to the test date. Licensee shall provide signed copies of the results of the Meter test to the Judicial Council. In addition to the bi-annual test, Licensee shall test the Meter at any reasonable time upon the request of the Judicial Council. The Judicial Council shall reimburse Licensee for the cost of any test requested by the Judicial Council, unless such testing demonstrates that the Meter was operating outside of industry standard tolerance allowances, as defined in ANSI Standard C12.20-2015 (or its successor), or as defined by the CPUC for Meter calibration and operation.
  - 5.4.2.** Meter(s) Inaccuracy. If a Meter is determined to be inaccurate and such inaccuracy exceeds industry standard tolerance allowances or as defined by the CPUC for electric Meters and if the date that such inaccuracy commenced is known, then all invoices since the date on which such inaccuracies began shall be corrected. If it is unknown when the Meter inaccuracy commenced, then the invoices covering the period of time since the last Meter test shall be adjusted for the amount of the inaccuracy on the assumption that the inaccuracy persisted during the full period. Adjustments which benefit the Judicial Council shall be reflected on the next invoice following the date of determination of the inaccuracy. Adjustments which benefit Licensee shall be included on Licensee's next invoice to the Judicial Council.

**EXHIBIT D**

**SOLAR POWER PURCHASE AGREEMENT (SPPA)**

The SPPA executed on or about \_\_\_\_\_, between the Judicial Council and Contractor is incorporated herein by reference.

## EXHIBIT E

### LICENSE ACCESS PROCEDURES

#### Access Procedures for the Site and the Licensed Area

All access requests will be coordinated by Judicial Council’s Customer Service Center (CSC). Access requests must be called in and e-mailed to the CSC by an approved representative of Licensee. Licensee will need to identify its approved representatives in advance, including employees and agents of any of its subcontractors. Permission to enter the Licensed Area will be given upon evidence of proper identification only to persons named in advance by the Licensee-approved representative and that have undergone the requirements of Exhibit Q, Judicial Council Internal Background Check Policy. Licensee Workers without security clearance and required badging will not be permitted to enter or remain in any non-public area of the Judicial Council’s property at any time without a Judicial Council designated or approved security escort. Any work which would reasonably disrupt court operations in any way will need to be scheduled after hours. Upon entry to the Licensed Area, Licensee Workers will sign and date the Judicial Council’s “Request for Access” form (see copy below) when presented.

Upon completion of the work, the Judicial Council will bill Licensee for security escort costs incurred by the Judicial Council as identified below. Licensee will be expected to pay the invoice within thirty (30) days following receipt. The Judicial Council will charge, and Licensee agrees to pay for such Judicial Council escort at the Judicial Council’s standard hourly rate for any portion of any scheduled service call. The current standard rates are:

Service Area	Pride NCRO Hourly Escort Rates (\$)	Pride SRO Hourly Escort Rates (\$)	Enovity BANCRO Hourly Escort Rates (\$)
Regular 8 a.m. to 5 p.m. Monday-Friday	\$132.70	\$109.00	\$165.51
Overtime	\$132.70	\$109.00	\$175.41

Regular Court business hours of 8 a.m. to 5 p.m., Monday through Friday, court holidays and other closure days excepted, and rates for any scheduled service call which occurs outside of regular Court business hours is classified as overtime. The current standard rates per hour for emergency service calls are to use the Overtime rates in the table above. All escort charges are subject to reasonable adjustment at any time upon thirty (30) days’ prior written notice.


**Non-Emergency Access Requests:** Non-emergency access requests must be called in and e-mailed to the CSC at least seventy-two (72) hours in advance of the requested service date. Any missed appointment will be charged as one hour of time at the rate applicable to the scheduled start time of the visit.

**Emergency Service Calls:** Emergency appointments will be coordinated by the CSC within two (2) hours after receipt of a request for access. Any missed appointment will be charged as four (4) hours of time at the rate applicable to the scheduled start time of the visit.

To initiate a request for access, Licensee's approved representative will:

1. Complete section 1 of Judicial Council's "Request for Access" form (see copy below) and email to [csc@jud.ca.gov](mailto:csc@jud.ca.gov); **AND ALSO**
2. Call the CSC at 888-225-3583 (this will expedite the process).

More detailed instructions are provided below.

<b>Request for Access</b>		 <b>JUDICIAL COUNCIL OF CALIFORNIA</b> ADMINISTRATIVE DIVISION FACILITIES SERVICES			
Rev 13: 12-21-2017 Please submit form to <a href="mailto:CSC@jud.ca.gov">CSC@jud.ca.gov</a> Please also call 888-225-3583					
<b>Section 1 - To be Completed by Outside Entity (OE) or OE Representative (All fields in Section 1)</b>					
<b>Check all that apply:</b>	<b>Is this telecom related work?</b> <input type="checkbox"/>	<b>Bldg. Access for routine maintenance</b> <input type="checkbox"/>	<b>Site Modification / Plan Approval*</b> <input type="checkbox"/>	<b>Regular Hrs* (M-F 8am-5pm, excl. holidays/closures)</b> <input type="checkbox"/>	<b>After-Hrs/Weekends*</b> <input type="checkbox"/>
<b>Building Address:</b> <i>(Street &amp; City)</i>					
Today's Date:					
Outside Entity/Cell Site Company Name:					
Cell Site Number <i>(N/A if not applicable)</i> :					
Requestor's Name, Cell No. & E-mail:					
Name of Company Requesting Access:					
List below all personnel requiring access.					
<b>Scope of Work</b>					
Provide a <b>detailed</b> description of work to be performed, including location (i.e., roof-top, parking lot, etc.) and estimated project cost.					
Estimated Project Cost: _____  Location: _____  Generational Upgrade: Yes _____ No _____  Battery Repair/Replace: Yes _____ No _____  Antenna Repair/Replace: Yes _____ No _____  Rack/Bay: Yes _____ No _____  Other Yes _____ No _____			<b>Description of Work:</b>  _____  _____  _____		
Requested Access Date(s)		Estimated Start & Stop Time(s)			
<b>Section 2 - To be completed by Judicial Council Facility Operations (or Facility Operations' Service Provider)</b>					
Judicial Council Bldg. ID:		Service Work Order No. (SWO):			
Organization Providing Escort/Access:					
Total No. of Hours:					
Access Date(s)	Start Time(s)	Stop Time(s)			
<b>Outside Entity Signoff:</b>			<b>Judicial Council Signoff:</b>		

## **EXHIBIT F**

### **DESIGN AND INSTALLATION PROCESS AND MILESTONE SCHEDULE**

To be listed in this Exhibit are Project design, construction, and installation requirements, constraints and specifications that are deemed to be necessary by the Judicial Council, and the outcome of the CEQA review. Licensee understands that the Project design, construction, and installation documents will address these special considerations and be included in the review process by either the Judicial Council's Real Estate Services Division (RESD/Judicial Council) or by the Judicial Council's designated review team for compliance.

Licensee understands that all System design documents and engineering calculations will be submitted under the authority of a licensed professional engineer (or engineers) that is certified to practice in the State and is a professional engineer in good standing. Licensee also understands that System design documents and engineering calculations that are submitted for review without the appropriate professional engineering stamp will not be reviewed and will be returned to Licensee as incomplete and insufficient System documentation.

System design documents will include, but not be limited to, the following:

1. System layout
2. System schematics
3. Single line electrical diagram
4. Point of Interconnection schematics
5. Point of Interconnection single line electrical diagram
6. Construction plans (electrical, architectural, structural, civil, mechanical, lighting, etc.)
7. Building information modeling for parking canopy installations
8. Structural calculations
9. List of Equipment and Materials Schedule
10. Construction schedule
11. Geotechnical Report / Soils Analysis/Foundation Recommendations as applicable

Licensee acknowledges that the System will be designed to comply with all applicable California Building Codes and Standards. System design documents will expressly state and identify the applicable building codes and standards.

The following DEVELOPMENT table represents a general overview of the review and approval of the Project design and construction documentation. A preliminary construction schedule is

required to be submitted by the Licensee as part of the Schematic design documents. **This table assumes that the CEQA review has been completed, that due diligence has been completed, as required, and that both this SLA and the SPPA have been duly signed and executed.**

Initiation of the INSTALLATION AND CONSTRUCTION tasks and/or activities as outlined in the table is contingent upon the issuance of a Notice to Proceed to Project Design letter from the Judicial Council. Coordination between the submitted preliminary construction schedule, the Judicial Council’s review and approval process, and the final construction schedule shall be based on best efforts by both the Judicial Council and Licensee and established in a cooperative manner.

<b>DEVELOPMENT, INSTALLATION, AND CONSTRUCTION</b>			
<b>Task</b>	<b>Milestone Date</b>	<b>Responsible Party</b>	<b>Reference</b>
Design Start	30 Days after Award	Licensee	
Authority Having Jurisdiction (AHJ) Submittal	120 Days after Design Start	Licensee	
Construction Start	180 Days after AHJ Approval	Licensee	
Commercial Operation Date (COD)	120 Days after Construction Start	Licensee	
System Completion	90 Days after COD	Licensee	

**EXHIBIT G**

**PREVAILING WAGE CERTIFICATION**

PROJECT/CONTRACT NO.: [PROJECT NUMBER] between Judicial Council of California (the “Judicial Council”) and \_\_\_\_\_ (the “Licensee”), (the “Contract” or the “Project”).

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with forty-eight (48) hours’ notice, payroll records, and apprentice and trainee employment requirements, for all work on the Project including, without limitation, the requirement that Licensee and all of its Subcontractor(s) are registered pursuant to Labor Code section 1771, et seq.

Date: \_\_\_\_\_

Proper Name of Licensee: \_\_\_\_\_  
/ Subcontractor(s)

Licensee’s DIR Public Works Registration # \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

THIS FORM MUST BE COMPLETED BY THE LICENSEE.

PRIOR TO COMMENCING ANY WORK, LICENSEE SHALL ENSURE THAT ALL SUBCONTRACTOR(S) HAVE EXECUTED AND PROVIDED THIS FORM TO THE JUDICIAL COUNCIL.

END OF DOCUMENT



## EXHIBIT H

### PREVAILING WAGE AND LABOR REQUIREMENTS

#### 1. Prevailing Wage.

- 1.1. Licensee and all subcontractors shall pay all workers on work performed pursuant to this Agreement (“Work”) not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California (“DIR”), for the type of work performed and the locality in which the work is to be performed, pursuant to sections 1770 et seq. of the Labor Code. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Agreement, as determined by Director of the DIR, are on file at the Judicial Council’s principal office. Prevailing wage rates are also available on the internet at <http://www.dir.ca.gov>.
- 1.2. Licensee shall ensure that Licensee and all subcontractors have each executed and provided to the Judicial Council prior to commencing any Work a Prevailing Wage and Related Labor Requirements Certification.
- 1.3. Projects may be subject to compliance monitoring and enforcement by the DIR. Licensee shall post job site notices, as prescribed by regulation. Licensee shall comply with all requirements of Labor Code section 1771.4, except the requirements that are exempted by the Labor Commissioner for the Project.

#### 2. Registration.

- 2.1. Licensee shall comply with the registration and compliance monitoring provisions of Labor Code section 1771.4, including furnishing its certified payroll records (“CPR(s)”) to the Labor Commissioner of California and complying with any applicable enforcement by the DIR. Labor Code section 1771.1(a) states the following:

*A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.*

- 2.2. Licensee shall ensure that Licensee and all subcontractors (which shall include any “contractor” and “subcontractor” as defined in Labor Code section 1722.1 for purposes of these provisions) comply with Labor Code section 1725.5, including without limitation the registration requirements with the DIR that are set forth in Labor Code section 1725.5. Licensee represents that all “subcontractors are registered pursuant to Labor Code section 1725.5. Licensee shall not permit any subcontractor to perform Work without first verifying the subcontractor is properly registered with the DIR as required by law and providing this information in writing to the Judicial Council. Licensee acknowledges that, for purposes of Labor Code section 1725.5, the Work may be public work to which Labor Code section 1771 applies.

### **3. Hours of Work.**

- 3.1. Notwithstanding the timing and duration of the Work which is subject to court activities and other coordination required for occupied facilities, as provided in Labor Code section 1810 et seq., eight (8) hours of labor shall constitute a legal day’s work. The time of service of any worker employed at any time by Licensee or by any subcontractor on any subcontract under this Agreement upon the Work or upon any part of the Work contemplated by this Agreement shall be limited and restricted by Licensee to eight (8) hours per day, and forty (40) hours during any one (1) week, except as hereinafter provided. Notwithstanding the foregoing provisions, Work performed by employees of Licensee in excess of eight (8) hours per day and forty (40) hours during any one (1) week shall be permitted upon any public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1.5) times the basic rate of pay.
- 3.2. Licensee shall keep and shall cause each subcontractor to keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed in connection with the Work or any part of the Work contemplated by this Agreement. The record shall be kept open at all reasonable hours to the inspection of the Judicial Council and to the Division of Labor Standards Enforcement of the DIR.
- 3.3. Pursuant to Labor Code section 1813, Licensee shall as a penalty to the Judicial Council forfeit the statutory amount for each worker employed in the execution of this Agreement by Licensee or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Labor Code section 1810 et seq. or other law.
- 3.4. Any Work necessary to be performed after regular working hours, or on Sundays or other holidays shall be performed without additional expense to the Judicial Council.

- 3.5. Work will typically take place in an occupied court facility; therefore, work hours may be restricted depending upon the nature of the Project. Unless otherwise provided in this Agreement, Work must take place during business hours.

#### 4. Payroll Records.

- 4.1. Licensee and all subcontractors shall comply with the compliance monitoring provisions of Labor Code section 1771.4, including furnishing its CPRs to the Labor Commissioner of California and complying with any applicable enforcement by DIR. Labor Code section 1771.4 requires Licensee and subcontractors to provide electronic copies of CPRs to the Labor Commissioner of California at least once every thirty (30) days, and within thirty (30) days of project completion; the failure to timely provide the CPRs could result in penalties of up to five thousand dollars (\$5,000), or as otherwise determined by Labor Code section 1771.4, applicable laws, and regulations.
- 4.2. In addition to submitting CPRs to the Labor Commissioner of California pursuant to Labor Code section 1771.4 or any other applicable law, if requested by the Judicial Council, Licensee shall provide, and shall cause each subcontractor performing any portion of the Work to provide the Judicial Council with the CPRs showing the name, address, social security number, work classification, straight time, and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Licensee and/or each subcontractor in connection with the Work.
- 4.3. All CPRs shall be available for inspection at all reasonable hours at the principal office of Licensee on the following basis:
  - 4.3.1. A certified copy of an employee's CPR shall be made available for inspection or furnished to the employee or his/her authorized representative on request.
  - 4.3.2. CPRs shall be made available for inspection or furnished upon request to a representative of the Judicial Council, Division of Labor Standards Enforcement, Division of Apprenticeship Standards, and/or the DIR.
  - 4.3.3. CPRs shall be made available upon request by the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the Judicial Council, Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested CPRs have not been provided pursuant to the provisions herein, the requesting party shall, prior to being provided the records, reimburse the costs of preparation by Licensee, subcontractors, and the entity through which the request was made. The public shall not be given access to the records at the principal office of Licensee.
- 4.4. The form of certification for the CPRs shall be as follows:

I, \_\_\_\_\_ (Name-Print),  
the undersigned, am the \_\_\_\_\_  
(Position in business) with the authority to act for and on behalf of  
\_\_\_\_\_ (Name of Licensee and/or  
subcontractor), certify under penalty of perjury that the records or  
copies thereof submitted and consisting of \_\_\_\_\_  
\_\_\_\_\_ (Description, number of pages) are the  
originals or true, full, and correct copies of the originals which  
depict the payroll record(s) of actual disbursements by way of cash,  
check, or whatever form to the individual or individual named, and  
(b) we have complied with the requirements of sections 1771, 1811,  
and 1815 of the Labor Code for any work performed by our  
employees on the project.  
Date: \_\_\_\_\_ Signature: \_\_\_\_\_

(Section 16401 of Title 8 of the California Code of Regulations)

- 4.5. Each Licensee shall file a certified copy of the CPRs with the entity that requested the records within ten (10) days after receipt of a written request.
- 4.6. Any records made available for inspection as copies and furnished upon request to the public or any public agency by the Judicial Council, Division of Apprenticeship Standards, or Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of Licensee awarded this Agreement or performing this Agreement shall not be marked or obliterated.
- 4.7. Licensee shall inform the Judicial Council of the location of the records enumerated hereunder, including the street address, city, and county, and shall, within five (5) Business Days, provide a notice of change of location and address.
- 4.8. In the event of noncompliance with the requirements of this section, Licensee shall have ten (10) days in which to comply subsequent to receipt of written notice specifying in what respects Licensee must comply with this section. Should noncompliance still be evident after the ten (10) day period, Licensee shall, as a penalty to the Judicial Council forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of Division of Apprenticeship Standards or Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.
- 4.9. It shall be the responsibility of Licensee to ensure compliance with the provisions of Labor Code section 1776.

## **5. Apprentices.**

- 5.1.** Licensee acknowledges and agrees that, if this Agreement involves a dollar amount greater than or a number of working days greater than that specified in Labor Code section 1777.5, then this Agreement is governed by the provisions of Labor Code section 1777.5. It shall be the responsibility of Licensee to ensure compliance with this section and with Labor Code section 1777.5 for all apprenticeship occupations.
- 5.2.** Apprentices of any crafts or trades may be employed and, when required by Labor Code section 1777.5, shall be employed provided they are properly registered in full compliance with the provisions of the Labor Code.
- 5.3.** Every such apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he/she is employed, and shall be employed only at the work of the craft or trade to which she/he is registered.
- 5.4.** Only apprentices, as defined in Labor Code section 3077, who are in training under apprenticeship standards and written apprentice agreements under chapter 4 (commencing at section 3070), division 3, of the Labor Code, are eligible to be employed. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which the apprentice is training.
- 5.5.** Pursuant to Labor Code section 1777.5, if that section applies to this Agreement as indicated above, Licensee and any subcontractors employing workers in any apprenticeable craft or trade in performing any Work under this Agreement shall apply to the applicable joint apprenticeship committee for a certificate approving Licensee or subcontractor under the applicable apprenticeship standards and fixing the ratio of apprentices to journeymen employed in performing the Work.
- 5.6.** Pursuant to Labor Code section 1777.5, if that section applies to this Agreement as indicated above, Licensee and any subcontractor may be required to make contributions to the apprenticeship program.
- 5.7.** If Licensee or subcontractor willfully fails to comply with Labor Code section 1777.5, then, upon a determination of noncompliance by the Administrator of Apprenticeship, it shall:
  - 5.7.1.** Be denied the right to bid or propose on any subsequent project for one (1) year from the date of such determination; and
  - 5.7.2.** Forfeit as a penalty to the Judicial Council the full amount as stated in Labor Code section 1777.7. Interpretation and enforcement of these provisions shall be in accordance with the rules and procedures of the California Apprenticeship Council and under the authority of the Chief of the Division of Apprenticeship Standards.

- 5.8.** Licensee and all subcontractors shall comply with Labor Code section 1777.6, which section forbids certain discriminatory practices in the employment of apprentices.
- 5.9.** Licensee shall become fully acquainted with the law regarding apprentices prior to commencement of the Work. Special attention is directed to sections 1777.5, 1777.6, and 1777.7 of the Labor Code, and title 8, California Code of Regulations, section 200 et seq. Questions may be directed to the State Division of Apprenticeship Standards, 455 Golden Gate Avenue, San Francisco, California 94102.
- 5.10.** Licensee shall ensure compliance with all certification requirements for all workers performing Work including, without limitation, the requirements for electrician certification in Labor Code section 108 et seq.

## **EXHIBIT I**

### **AS-BUILT DRAWINGS AND OTHER TECHNICAL DOCUMENTS AND SPECIFICATIONS**

This Exhibit will contain the System design and Construction Documents which will reflect the final installed System in the As-Built Drawings. Licensee shall submit preliminary Project design documents, including metes and bounds survey. **Licensee understands that As-Built Drawings are required to be submitted for the purposes of full and complete compliance with the applicable provisions of this SLA. Reference to the O-Series attachments to RFP-FS-2023-JP below shall be understood as incorporating the technical requirements and specifications of the O-Series attachments into this Agreement:**

#### **1.0 As-Built Drawings and Other Technical Documents and Specifications**

##### **1.1 RFP Attachment O.1 Scope of Work**

##### **1.2 RFP Attachment O.2 Supplemental Criteria**

##### **1.3 RFP Attachment O.3 Design Build Process Submittals**

##### **1.4 RFP Attachment O.4 Solar PV Canopy Specifications**

##### **1.5 RFP Attachment O.5 Solar PV Roof Mount Specifications**

##### **1.6 RFP Attachment O.6 General Electric Specifications**

##### **1.7 RFP Attachment O.7 Solar PV Systems Specifications**

##### **1.8 RFP Attachment O.8 Battery Energy Storage Systems (BESS) Specifications**

##### **1.9 RFP Attachment O.9 Microgrid Control System Specification**

##### **1.10 RFP Attachment O.10 CALIFORNIA TRIAL COURT FACILITIES STANDARDS 2020 DIVISION TWO: TECHNICAL CRITERIA 11.C Building Elements: Exterior Construction.**

## **EXHIBIT J**

### **GENERAL INSTALLATION REQUIREMENTS**

These General Installation Requirements shall apply to all Judicial Council sites regardless of site-specific construction, installation, and operation requirements.

#### **For Judicial Council sites**

1. Security clearances will be required for Licensee and subcontractor(s) who perform the installation, construction, and ongoing maintenance of the System. For additional details please see Exhibit Q, Internal Background Check Policy.
2. Site-specific security requirements will also be identified during each Project kick-off meeting.
3. Licensee must provide thirty (30) calendar days' notice prior to disrupting utility electrical service for the purpose of electrically interconnecting the System. Once a date for service shut off is set, Licensee must perform the electrical interconnection on this date.
4. Safety program documentation shall be submitted with the construction schedule for review and approval. The safety program documentation shall include requirements that Licensee and subcontractors must perform all work in a manner that safeguards persons and property from injury; and must train all Licensee and subcontractor workers of the requirements of the project safety program, all job related hazards, and all safety laws, rules, regulations, or requirements applicable to the work.
5. Licensee and subcontractors acknowledge that other construction or operations work may be occurring at or affecting the Site during Installation (Separate Contractors). Licensee shall cooperate with Judicial Council's forces and Separate Contractors. Licensee and subcontractors shall connect, schedule, and coordinate its construction and operations with the construction and operations of Judicial Council and Separate Contractors.



## **EXHIBIT K**

### **MINIMUM STRUCTURAL REQUIREMENTS**

Any and all structures and structural elements necessary for the installation and operation of the System shall be designed in accordance with all applicable California Building Codes and Standards that pertain to the erection of such structures. Licensee shall provide structural calculations, stamped, and signed by a licensed professional structural engineer in good standing with the State of California, as part of the plan check and review requirement.

All structural components, including array structures, shall be designed in a manner commensurate with attaining a minimum thirty (30) year design life (regardless of System warranty) and consistent with any Judicial Council site specific design guidelines and standards. This will enable the Judicial Council to upgrade System components in the future, if desired. Particular attention shall be given to the prevention of corrosion at the connections between dissimilar metals such as aluminum and steel or corrosive soils. Licensee must warrant and maintain the full structural integrity of the System for at least twenty (20) years.

**EXHIBIT L**

**FORM OF LENDER ESTOPPEL CERTIFICATE FOR FINANCING**

Licensed Area: \_\_\_\_\_

Site License Agreement (SLA) Number: \_\_\_\_\_ (the “License”)

Dated: \_\_\_\_\_, 20\_\_, between the State of California, acting by and through the Judicial Council of California (the “Judicial Council”) and \_\_\_\_\_ (“Licensee”) and with the consent of the State Public Works Board (“SPWB”).

1. The undersigned, Lender [or Assignee], certifies to the Judicial Council, and State Public Works Board (“SPWB”) that it is: (i) a holder or proposed holder of a note or other obligation secured, or to be secured, by a mortgage or deed of trust or other security interest in the above SLA, the System and the Solar Power Purchase Agreement (SPPA), or (ii) is the assignee under a sale-leaseback financing structure of the SLA and the System (collectively the “Lender Financing Documents”).

2. Licensee [or Assignee] agrees and acknowledges that the State owns the fee simple title to the Licensed Area and that the SLA, the License, the System and the SPPA are not real property interests but are personal property interests that Licensee may transfer and assign with the expressed written approval of the Judicial Council and SPWB as provided in the SLA. Lender [or Assignee] acknowledges and agrees that nothing in the SLA or the SPPA constitutes a mortgage, charge, assignment, transfer, pledge, lien, or encumbrance upon the Licensed Area, the Site, or the Facility. The SLA, SPPA and Lender Financing Documents are junior and subordinate to the Senior Security Documents as provided in section 4 of the SLA.

3. The address for notices to be sent to the Lender is:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

In the event of any inaccuracy in the information set forth in this certificate, Lender or Assignee shall be estopped to deny the accuracy thereof as to the Judicial Council and the SPWB, and their successors and assigns. Any capitalized terms used herein and not otherwise defined shall have the meaning set forth in the SLA.

Dated: \_\_\_\_\_, 20\_\_

Lender or [Assignee]:

\_\_\_\_\_

BY: \_\_\_\_\_

Its: \_\_\_\_\_

## EXHIBIT M

### FORM OF JUDICIAL COUNCIL ESTOPPEL CERTIFICATE

Licensed Area: \_\_\_\_\_

Site License Agreement (SLA) Number: \_\_\_\_\_ (the “License”)

Dated: \_\_\_\_\_, 20\_\_, between the Judicial Council of California (the “Judicial Council”) and \_\_\_\_\_, “Licensee.”

The undersigned, the Judicial Council, licensor under the SLA, certifies to the certificate holder, \_\_\_\_\_, holder or proposed holder of a note or other obligation secured, or to be secured, by a mortgage or deed of trust upon Licensed Area, the System and/or the SPPA and to the assignee, collateral assignee, or proposed assignee of said SLA, that;

1. The SLA is presently in full force and effect and unmodified except as indicated at the end of this certificate.
2. The Term of the SLA commenced on \_\_\_\_\_, 20\_\_, and will expire on the date that is \_\_\_\_ Years from the Commencement Operation Date as defined in said SLA.
3. Licensee’s obligations under said SLA, including those incorporated by reference in the Solar Power Purchase Agreement (SPPA), if applicable, have been met through the date of signature hereon.
4. The address for notices to be sent to the undersigned is as set forth in said SLA or as set forth below.
5. To the best of the Judicial Council’s knowledge, Licensee is not in default under the SLA, nor do any conditions exist or has any event occurred that, given the giving of notice or the passage of time, would ripen into a default under the SLA.
6. To the best of the Judicial Council’s knowledge, it is not in default under the SLA, nor do any conditions exist or has any event occurred that, given the giving of notice or the passage of time, would ripen into a default under the SLA, except as set forth below.
7. The Judicial Council has the right and authority to enter into, execute, deliver, and perform its obligations under the SLA and this certificate.
8. [Insert any other certifications or information reasonably requested and agreed to by Licensee and the Judicial Council.]

In the event of any inaccuracy in the information set forth in this certificate, the Judicial Council shall be estopped to deny the accuracy thereof as to the certificate holder named above, its

successors and assigns. Any capitalized terms used herein and not otherwise defined shall have the meaning set forth the SLA.

Dated: \_\_\_\_\_, 20\_\_\_\_

Judicial Council:

**JUDICIAL COUNCIL OF CALIFORNIA**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Approved as to form:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT N**

**RESERVED**

## EXHIBIT O

### LICENSEE CERTIFICATIONS

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Licensee to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Licensee Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

### LICENSEE CERTIFICATION CLAUSES

#### 1. General Provisions

- 1.1. Qualifications.** Licensee shall assign to this Project only persons who have sufficient training, education, and experience to successfully perform Licensee's duties. The contractor(s) performing construction work under the Agreements must hold a valid State of California Class B, general building license, Class C-10, electrical license, and/or a Class C-46, solar contractor's license, as applicable. All applicable contractors' licenses must be valid at the time of commencing construction work and must remain valid throughout the duration of the construction work. If the Judicial Council is dissatisfied with any of Licensee's personnel, for any or no reason, Licensee shall replace them with qualified personnel.
- 1.2. Background Checks.** Licensee shall cooperate with the Judicial Council to perform any background checks on Licensee's personnel by obtaining, at no additional cost, all releases, waivers, and permissions the Judicial Council may require. Licensee shall not assign personnel who refuse to undergo a background check. Licensee shall provide prompt notice to the Judicial Council of (i) any person who refuses to undergo a background check, and (ii) the results of any background check requested by the Judicial Council and performed by Licensee. Licensee shall ensure that the following persons are not assigned to perform services for the Judicial Council: (a) any person refusing to undergo such background checks, and (b) any person whose background check results are unacceptable to Licensee or that, after disclosure to the Judicial Council, the Judicial Council advises are unacceptable to the Judicial Council.

- 1.2.1. DOJ and DMV Requirements.** Notwithstanding anything in this Contract to the contrary, Licensee must comply with background check and clearance requirements of the DOJ and the DMV relating to any employee of either Licensee or subcontractor(s) who has physical access to any area which is either connected to, or contains records from the following databases: the DOJ criminal computer database, including the California Law Enforcement Telecommunications System (CLETS) and the Criminal Offender Record Information (CORI), and the DMV computer database. If requested by either the Court or the Judicial Council, Licensee must provide to either the Court or the Judicial Council suitable documentation evidencing Licensee's compliance with the policies, practices, and procedures of the DOJ and the DMV regarding background check and clearance requirements relating to access to these databases.
- 1.2.2. Costs.** Licensee will be liable for all costs associated with escorting an unscreened employee (i.e., any employee who is not an Approved Person). Emergency or other unplanned access arrangements for any unscreened employees shall incur the escorting charges described in Exhibit E (License Access Procedures). Upon completion of the work, the Judicial Council will bill Licensee for those costs incurred by the Judicial Council identified below in providing the security escort. Licensee will not receive additional compensation or reimbursement from the Judicial Council for any costs related to escorting. The Judicial Council will pay for the cost of the background check (e.g., Live Scan), however, the Licensee will be responsible for employee time, fingerprinting fees, local administrative or processing fees, or other costs. See Exhibit E (License Access Procedures).
- 1.2.3. Access to Project Site.** Only Approved Persons may have unescorted access to (1) the restricted areas of a Project site and (2) any area of the Project site, during non-business hours when there is no security screening available. Licensee and subcontractor(s) employees who are not Approved Persons may be granted access to Restricted Areas, only after formal written approval by the Judicial Council, and only if they are to be escorted by an Approved Person at all times that they are in the Restricted Areas, or through the arrangements described in Exhibit E (License Access Procedures). Licensee may not rely upon an employee of the Court to escort or monitor these persons. Licensee must take all reasonable steps to ensure that its operations in any Restricted Area are at all times consistent with this section ("Access to Project Site"). Costs related to access and escorting of personnel that are not Approved Persons are defined in Exhibit E (License Access Procedures). These costs will be chargeable to the Licensee by the Judicial Council.
- 1.2.4. Notification.** Licensee must notify all subcontractor(s) that (1) the Judicial Council requires a background check for personnel working in Restricted Areas without an escort pursuant to this Background Checks provision,



(2) the Court may have supplemental screening procedures, criteria, and requirements, and (3) subcontractor(s) employees must comply with both the Judicial Council's and the Courts' checks and procedures.

**1.2.5. Judicial Council Screening and Approval Process.** The Judicial Council shall conduct the screening and approval of employees of Licensee and subcontractor(s) that have access to the Restricted Areas pursuant to the Judicial Council's then-current background check policies and procedures ("Background Check Policy"). Licensee agrees to cooperate with the Judicial Council with respect to the screening of those employees. The version of the Judicial Council Background Check Policy in effect as of the Effective Date is included in this document as Exhibit Q. The Judicial Council may update and/or revise the Background Check Policy at any time, without notice to the Licensee. Licensee acknowledges that the definition of Restricted Areas in this Contract is broader and includes more areas than the definition of Restricted Areas in the Background Check Policy and that the definition of Restricted Areas that includes the most areas will control. Licensee must comply with the provisions of this Background Checks provision in this SLA and with the Background Check Policy.

**1.2.6. Judicial Council Badges.** The Judicial Council will issue an identification badge to each person who is approved by the Judicial Council pursuant to this Background Checks provision 1.2 ("Judicial Council Screening and Approval Process"), bearing that person's name and picture. The badge will indicate that the person is permitted to access the Restricted Areas. The Judicial Council will either (a) notify Licensee if an employee is approved, whereupon the Judicial Council will issue an identification badge for that person, or (b) provide an identification badge for the person to the Licensee, and Licensee will be responsible for issuing the identification badge to that person. All such persons must wear their identification badges in a readily visible manner whenever they are in a Restricted Area. The Licensee will have a procedure in place to ensure that all badges are returned to the Judicial Council upon the termination of an employee.

**1.2.7. Court-Required Screening and Background Check Requirements.** Even if a Licensee or Subcontractor(s) employee has a Judicial Council-issued badge, the Court has the ultimate decision as to whether a specific Licensee or subcontractor(s) employee may have unescorted access to the Project site. The Court shall have the right at any time to refuse Project site access to any Licensee or Subcontractor(s) employee (even if that employee has a Judicial Council-issued badge) if the Court determines, in its sole discretion, that such person poses a risk to the Court or any person, system, or asset associated with the Court. The Court may elect to perform supplemental screening on Licensee or subcontractor(s) employees who perform Work in that Court's Restricted Areas. Licensee agrees to cooperate with the Court with respect to the screening of those employees

and shall obtain at no additional cost to the Court all related releases, waivers, and permissions the Court requires. The Court may issue its own identification badge or other credentials to persons who have passed the applicable Court-required screening procedure.

- 1.3. Security Protocols and Tool Control Policy.** Licensee shall be responsible for Licensee's, Licensee's personnel, subcontractors', and subcontractors' personnel knowledge and compliance with all Judicial Council and Court required security protocols in the performance of the work. Such protocols include, but are not limited to, the then-current Judicial Council Tool Control Policy. Violation of the Judicial Council's security protocols and Tool Control Policy shall be considered a material breach of this SLA. The version of the Judicial Council Tool Control Policy in effect as of the Effective Date is attached as Exhibit R. The Judicial Council Tool Control Policy is subject to change.
- 2. Licensee Certification Clauses.** Licensee certifies that the following representations and warranties are true. Licensee shall cause its representations and warranties to remain true during the Term. Licensee shall promptly notify the Judicial Council if any representation and warranty becomes untrue. Licensee represents and warrants as follows:

  - 2.1 Not an Expatriate Corporation.** Licensee is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code section 10286.1, and is eligible to contract with the Judicial Council.
  - 2.2 No Gratuities.** Licensee has not directly or indirectly offered or given any gratuities (in the form of entertainment, gifts, or otherwise), to any Judicial Branch Personnel with a view toward securing this Agreement or securing favorable treatment with respect to any determinations concerning the performance of this Agreement.
  - 2.3 No Conflict of Interest.** Licensee has no interest that would constitute a conflict of interest under Public Contract Code sections 10365.5, 10410, or 10411; Government Code sections 1090 et seq. or 87100 et seq.; or California Rules of Court, rule 10.103 or 10.104, which restrict employees and former employees from contracting with Judicial Branch Entities.
  - 2.4 No Interference with Other Contracts.** To the best of Licensee's knowledge, this Agreement does not create a material conflict of interest or default under any of Licensee's other contracts.
  - 2.5 No Litigation.** No suit, action, arbitration, or legal, administrative, or other proceeding or governmental investigation is pending or threatened that may adversely affect Licensee's ability to perform the services.
  - 2.6 Drug Free Workplace.** Licensee provides a drug free workplace as required by California Government Code sections 8355 through 8357.

- 2.7 No Harassment.** Licensee does not engage in unlawful harassment, including sexual harassment, with respect to any persons with whom Licensee may interact in the performance of this Agreement, and Licensee takes all reasonable steps to prevent harassment from occurring.
- 2.8 Noninfringement.** The goods, services, deliverables, and Licensee’s performance under this Agreement do not infringe, or constitute an infringement, misappropriation, or violation of, any third party’s intellectual property right.
- 2.9 Nondiscrimination.** Licensee complies with the federal Americans with Disabilities Act (42 U.S.C. 12101 et seq.), and California’s Fair Employment and Housing Act (Government Code sections 12990 et seq.) and associated regulations (Code of Regulations, title 2, sections 7285 et seq.). Licensee does not unlawfully discriminate against any employee or applicant for employment because of age (40 and over), ancestry, color, creed, disability (mental or physical) including HIV and AIDS, marital or domestic partner status, medical condition (including cancer and genetic characteristics), national origin, race, religion, request for family and medical care leave, sex (including gender and gender identity), and sexual orientation. Licensee will notify in writing each labor organization with which Licensee has a collective bargaining or other agreement of Licensee’s obligations of nondiscrimination.
- 3. Tax Delinquency.** Licensee must provide notice to the Judicial Council immediately if Licensee has reason to believe it may be placed on either (i) the California Franchise Tax Board’s list of 500 largest state income tax delinquencies, or (ii) the California Board of Equalization’s list of 500 largest delinquent sales and use tax accounts. The Judicial Council may terminate this Agreement immediately “for cause” if (a) Licensee fails to provide the notice required above, or (b) Licensee is included on either list mentioned above.

## EXHIBIT P

### TRANSACTION FEES

#### 1. Predevelopment.

- 1.1. **Amount.** Licensee shall pay the Judicial Council a Transaction Fee of fifteen thousand dollars (\$15,000) to cover the Judicial Council's costs for management, review, and approval of the Project planning and permitting, due diligence, and management of the environmental and CEQA compliance.
- 1.2. **Timing of Payments.** The fee shall be paid by the Licensee within thirty (30) Business Days upon invoicing from the Judicial Council.
- 1.3. **No Refund.** No fees paid by Licensee shall be refunded unless and to the extent specifically provided otherwise in this SLA.

**EXHIBIT Q**

**INTERNAL BACKGROUND CHECK POLICY**

**(THE INTERNAL BACKGROUND CHECK POLICY, PROVIDED AS  
“ATTACHMENT L” TO RFP-FS-2023-06-JP, INCLUDING ANY ADDENDA OR  
ATTACHMENTS, IS INCORPORATED IN ITS ENTIRETY BY REFERENCE INTO  
THIS AGREEMENT.)**

**EXHIBIT R**

**JUDICIAL COUNCIL TOOL POLICY**

**(THE JUDICIAL COUNCIL TOOL POLICY, PROVIDED AS “ATTACHMENT R” TO RFP-FS-2023-06-JP, INCLUDING ANY ADDENDA OR ATTACHMENTS, IS INCORPORATED IN ITS ENTIRETY BY REFERENCE INTO THIS AGREEMENT.)**

## **EXHIBIT S**

### **JUDICIAL COUNCIL TRENCHING / UTILITY RESOURCES RELOCATION PROVISIONS**

#### **1. Trenches Greater Than Five Feet.**

Pursuant to Labor Code section 6705, if the work under this SLA requires the excavation of any trench or trenches five (5) feet or more in depth, the Licensee shall, in advance of excavation, promptly submit to Judicial Council and/or a registered civil or structural engineer employed by Judicial Council, a detailed plan showing the design of shoring for protection from the hazard of caving ground during the excavation of such trench or trenches.

#### **2. Excavation Safety.**

If such plan varies from the Shoring System Standards established by the Construction Safety Orders, the plan shall be prepared by a registered civil or structural engineer, but in no case shall such plan be less effective than that required by the Construction Safety Orders. No excavation of such trench or trenches shall be commenced until said plan has been accepted by Judicial Council or by the person to whom authority to accept has been delegated by Judicial Council.

#### **3. No Tort Liability of Judicial Council.**

Pursuant to Labor Code section 6705, nothing in this article shall impose tort liability upon Judicial Council or any of its employees.

#### **4. No Excavation without Permits.**

The Licensee shall not commence any excavation work until it has secured all necessary permits including the required CAL OSHA excavation/shoring permit. Any permits shall be prominently displayed on the site prior to the commencement of any excavation.

#### **5. Discovery of Hazardous Waste, Unusual Conditions and/or Unforeseen Conditions.**

**5.1.** If the work involves digging trenches or other excavations that extend deeper than four (4) feet below the surface, the Licensee shall immediately, but in no case longer than two (2) Business Days, and before the following conditions are disturbed, notify Judicial Council, in writing, of any:

**5.1.1.** Material that the Licensee believes may be material that is hazardous waste, as defined in section 25117 of the Health and Safety Code, and requires removal to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

**5.1.2.** Subsurface or latent physical conditions at the site differing from those indicated.

**5.1.3.** Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the SLA.

**5.2.** Judicial Council shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Licensee's cost of the Project, the Parties shall proceed pursuant to section 2.3 of the SPPA.

**6. Utilities for Construction.**

Utilities necessary to complete the Project and to completely perform all of the Licensee's obligations shall be obtained by the Licensee without adjustment of the Fixed Price for Electricity rates set forth in the SPPA. The Licensee shall furnish and install necessary or appropriate temporary distributions of utilities, including utilities furnished by Judicial Council. Any such temporary distributions shall be removed by the Licensee upon completion of the installation of the System. The costs of all such utility services, including the installation and removal of temporary distributions thereof, shall be borne by the Licensee and included in the Fixed Price for Electricity as set forth in the SPPA.

**7. Existing Utility Lines.**

**7.1.** The Judicial Council assumes the responsibility for removal, relocation, and protection of main or trunk utility lines and facilities located on the site at the time of commencement of construction under the SLA with respect to any such utility facilities that are not identified in the plans and specifications. Licensee shall not be assessed damages for delay in completion of the Project caused by failure of Judicial Council or the owner of a utility to provide for removal or relocation of such utility facilities.

**7.2.** Locations of existing utilities provided by Judicial Council shall not be considered exact, but approximate within reasonable margin and shall not relieve Licensee of its responsibility to exercise reasonable care nor of the costs of repair due to Licensee's failure to do so. Judicial Council shall compensate Licensee for the costs of locating, repairing damage not due to the failure of Licensee to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specifications with reasonable accuracy, and for equipment necessarily idle during such work. Such compensation shall be paid as an adjustment to the Fixed Price for Electricity by Amendment to the SPPA.

**7.3.** Nothing in this Exhibit shall be deemed to require Judicial Council to indicate the presence of existing service laterals, appurtenances, or other utility lines, with the exception of main or trunk utility lines, whenever the presence of these utilities on the site can be inferred from the presence of other visible facilities, such as buildings, meter junction boxes, on or adjacent to the site.

**7.4.** If Licensee, while performing work under this SLA, discovers utility facilities not identified by Judicial Council, Licensee shall immediately, but in no case longer than two (2) Business Days, notify Judicial Council and the utility in writing. The



cost of repair for damage to above-mentioned visible facilities without prior written notification to Judicial Council shall be borne by the Licensee.

**8. Utility Interruptions.**

- 8.1.** Notwithstanding the foregoing, Licensee must provide at least thirty (30) Business Days' written notice to Judicial Council and receive Judicial Council approval before interrupting any utility service at the site, and all emergency power, etc., must be in place prior to disruption of service.
- 8.2.** Should Licensee disturb, damage, or disconnect any existing utilities or services during construction, Licensee is responsible, at no additional cost, to Judicial Council, for all expenses and consequential damages of every type arising from such disturbance or the replacement or repair thereof and must repair such items as required to maintain continuing service, including emergency repairs.

**EXHIBIT T**

**CONTRACT TERMINATION SCHEDULE**

<b>Contract Period Year</b>	<b>Contract Early Termination Value (\$)</b>
1	
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**EXHIBIT U**

**CALIFORNIA AIR RESOURCES BOARD  
IN-USE OFF-ROAD DIESEL-FUELED FLEETS CERTIFICATION**

Licensee: INSERT LICENSEE NAME  
Subcontractor: INSERT SUBCONTRACTOR NAME (if applicable)  
Contract: INSERT CONTRACT NUMBER  
Project: INSERT PROJECT NAME

1. **Instructions:** Check the box below and sign this attachment.

I hereby acknowledge and certify that I will conform to the CARB In-Use Off-Road Diesel-Fueled Fleets requirements (Title 13 CCR sections 2449, 2449.1 and 2449.2) for all Work on the Project involving the use of vehicles subject to the regulations, including, without limitation, the Contracting Requirements in Title 13 CCR section 2449, subdivision (i), subparts (1) – (4) and as applicable, the Prime Contractor Requirements in Title 13 CCR section 2449, subdivision (j), subparts (1) – (5).

2. **Instructions:** Check one (1) box below.

Licensee/subcontractor's current CARB issued Certificate of Reported Compliance is provided with this Certification.

Licensee/subcontractor certifies that its Work on the Project does not involve the use of vehicles subject to the CARB In-Use Off-Road Diesel-Fueled Fleets requirements.

I, the official named below certify that I am duly authorized to legally bind the Licensee/subcontractor to the certifications made in this document. This certification is made under the laws of the State of California.

<b>PROPER NAME OF LICENSEE / SUBCONTRACTOR (Printed)</b>	<b>FEDERAL ID NUMBER</b>
<b>BY (Authorized Signature)</b>	
<b>PRINTED NAME AND TITLE OF PERSON SIGNING</b>	<b>DATE EXECUTED</b>

THIS FORM MUST BE COMPLETED BY THE LICENSEE AND ALL SUBCONTRACTORS PERFORMING WORK INVOLVING THE USE OF VEHICLES SUBJECT TO THE REGULATIONS