

**COUNTY OF SAN LUIS OBISPO AND
FIRST SOLAR ELECTRIC (CALIFORNIA), INC.
AGREEMENT FOR EMERGENCY MEDICAL SERVICES**

THIS AGREEMENT FOR EMERGENCY MEDICAL SERVICES ("Agreement") is entered into by and between the County of San Luis Obispo, a political subdivision of the State of California ("County"), and First Solar Electric (California), Inc., a Delaware corporation authorized to do business in California ("First Solar"), (collectively, the "Parties").

RECITALS

- A. First Solar is the prime contractor constructing the Topaz Solar Farm located near California Valley and the surrounding Carrizo Plains area ("collectively, "California Valley"), in San Luis Obispo County, California.
- B. Pursuant to a master agreement ("County/CAL FIRE Agreement") between the County and the California Department of Forestry and Fire Protection ("CAL FIRE"), the County provides through CAL FIRE, its fire protection and emergency medical services provider, emergency response and related services to unincorporated areas of the County not otherwise served with such services.
- C. Both CAL FIRE and the County currently provide emergency medical services in the California Valley area at a Basic Life Saving (BLS) level, delivered by CAL FIRE/County Fire Emergency Medical Technicians (EMTs).
- D. First Solar currently has an immediate need, based on its corporate policy, for Advanced Life Saving (ALS) level emergency medical services, with a response time of 15 minutes or less to California Valley.
- E. ALS services can only be provided by Paramedics, which services are regulated in the County by the County Emergency Medical Services Agency ("EMSA"). The County Fire Department currently provides ALS services in other areas of the County.
- F. The County Fire Department operates a fire station ("Station 42") in California Valley.
- G. The emergency 9-1-1 telephone system is operational in California Valley, and First Solar will use this system to request ALS services provided by the County Fire Department under the terms and conditions set forth in this Agreement.

- H. Increasing the level of emergency medical services provided by the County Fire Department at Station 42 would benefit both the community of California Valley and the entire County.
- I. The County is willing and able to provide First Solar with ALS services in California Valley, upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of these recitals and the mutual covenants contained herein, the Parties agree as follows:

I. SERVICES

The County shall provide ALS emergency medical services to California Valley, as more specifically set forth in Schedule B, Scope of Work. As a business located in the area to be served, First Solar and its Topaz Solar Farm shall have access to those services. Services under this Agreement shall be performed by the County through CAL FIRE, its fire protection services provider pursuant to the County/CAL FIRE Agreement.

II. SCHEDULES

The County and First Solar agree to comply with the terms and conditions of this Agreement, including the Schedules which are attached hereto and are incorporated by this reference and made a part of the Agreement. In the event that any of the terms and conditions of the Schedules are inconsistent with the terms of this Agreement, the terms and conditions of the Schedules will prevail.

A. Schedule A – Cost of Services

Defines the annual cost of services provided by the County and payable by First Solar to the County under this Agreement.

B. Schedule B - Scope of Work

Defines the services to be provided to First Solar by the County.

III. TERM

This Agreement shall become effective on the date of the last signature to the agreement and shall continue through June 30, 2015.

IV. EXTENSION

This Agreement may be extended beyond June 30, 2015, up to a maximum of twelve (12) additional months to June 30, 2016. Such an extension must be requested in writing by First Solar and will become effective upon approval by the County Fire Chief with the concurrence of the County Administrative Officer. A request for extension, if desired, must be submitted after June 30, 2014, and before December 31, 2014. Work

performed during any extension period shall be invoiced to First Solar and paid to the County in accordance with the attached Schedule A. Costs for such work performed for a partial year shall be pro-rated.

V. TERMINATION

If First Solar fails to timely remit payments in accordance with the terms of this Agreement, the County may terminate this Agreement and all related services upon seven (7) days' written notice to First Solar.

Either party may terminate this Agreement for any reason upon six (6) months written notice to the other party. The Agreement may be canceled immediately by written mutual consent.

Upon termination of this Agreement, all amounts owing from First Solar to the County for services rendered shall be immediately due and payable in accordance with terms of this Agreement. In the event of termination, the County shall have no obligation to return any funds to First Solar.

VI. MODIFICATION

This Agreement may be modified or amended by a written agreement executed by the parties.

VII. ADMINISTRATION

The County Fire Department Chief will act as the contract administrator for the County for matters related to the Agreement, and Adam Rubin will act as the contract administrator for First Solar. These individuals shall be available for contract resolution or policy intervention during the term of this Agreement.

VIII. PAYMENT FOR SERVICES

First Solar shall pay to the County, for services rendered pursuant to this Agreement, the amounts set forth in Schedule A which is attached hereto and incorporated herein by reference.

The County shall invoice First Solar on a semi-annual basis, in advance, for the amounts due for services as set forth on Schedule A.

All payments by First Solar shall be made to the County within thirty (60) days of the date of the invoices from the County.

Invoices shall include contractual (all-inclusive) costs as provided in Schedule A.

IX. INDEMNIFICATION

First Solar agrees to and shall indemnify claims arising out of performance of the agreement and save and hold harmless County and its officers, agents and employees from any and all claims, demands, liabilities, costs,

expenses, and damages, causes of action, losses, and judgments arising out of the performance of or in connection with this Agreement. The obligation to indemnify shall extend to all claims and losses that arise from the negligence of First Solar, its officers and employees.

X. INSURANCE

First Solar, at its sole cost and expense, shall purchase and maintain the insurance policies set forth below on all of its operations under this agreement. Such policies shall be maintained for the full term of this agreement and shall provide products/completed operations coverage for four (4) years following completion of work under this agreement and acceptance by the First Solar. Any failure to comply with reporting provisions(s) of the policies referred to above shall not affect coverage provided to the County, its officers, employees, volunteers, and agents. For purposes of the insurance policies required hereunder, the term "County" shall include officers, employees, volunteers and agents of the County, individually or collectively.

A. MINIMUM SCOPE AND LIMITS OF REQUIRED INSURANCE POLICIES

The following policies shall be maintained with insurers authorized to do business in the State of California and shall be issued under forms of policies satisfactory to the County:

1. COMMERCIAL GENERAL LIABILITY INSURANCE POLICY ("CGL")

Policy shall include coverage at least as broad as set forth in Insurance Services Office (herein "ISO") Commercial General Liability coverage. (Occurrence Form CG 0001) with policy limits not less than the following:

- \$3,000,000 each occurrence (combined single limit);
- \$3,000,000 for personal injury liability;
- \$3,000,000 aggregate for products-completed operations;
- and,
- \$3,000,000 general aggregate.

2. BUSINESS AUTOMOBILE LIABILITY POLICY ("BAL")

Policy shall include coverage at least as broad as set forth in Insurance Services Office Business Automobile Liability Coverage, Code 1 "Any Auto" (Form CA 0001). This policy shall include a minimum combined single limit of not less than Three-million (\$3,000,000) dollars for each accident, for bodily injury and/or property damage. Such policy shall be applicable to vehicles used in pursuit of any of the activities associated with this Agreement. First Solar shall not provide a Comprehensive Automobile Liability policy

which specifically lists scheduled vehicles without the express written consent of County.

3. WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY ("WC / EL")

This policy shall include at least the following coverages and policy limits:

- a) Workers' Compensation insurance as required by the laws of the laws of the State of California; and
- b) Employer's Liability Insurance Coverage B with coverage amount not less than one-million (\$1,000,000) dollars each accident/ Bodily Injury (herein "BI"); one-million (\$1,000,000) dollars policy limit BI by disease; and, one-million (\$1,000,000) dollars each employee BI disease.

B. DEDUCTIBLES AND SELF-INSURANCE RETENTIONS

Any deductibles and/or self-insured retentions which apply to any of the insurance policies referred to above shall be declared in writing by First Solar and approved by the County before work is begun pursuant to this Agreement. The County may require First Solar to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses with the retention.

C. ENDORSEMENTS

All of the following clauses and endorsements, or similar provisions, are required to be made a part of insurance policies indicated in parentheses below:

1. A "Cross Liability", "Severability of Interest" or "Separation of Insureds" clause (CGL & BAL);
2. The County of San Luis Obispo, its officers, employees, volunteers and agents are hereby added as additional insureds with respect to all liabilities arising out of First Solar's performance of work under this Agreement (CGL & BAL);
3. If the insurance policy covers an "accident" basis, it must be changed to "occurrence" (CGL & BAL)
4. This policy shall be considered primary insurance with respect to any other valid and collectible insurance County may possess, including any self-insured retention County may

have, and any other insurance County does possess shall be considered excess insurance only and shall not be called upon to contribute to this insurance (CGL, BAL, & PL);

5. Each insurance policy required above shall state that the coverage shall not be cancelled, except after thirty (30) days' prior written notice (10 days for non-payment) has been given to the County, to the extent available from the applicable insurer;

6. First Solar and its insurers shall agree to waive all rights of subrogation against the County, its officers, employees, volunteers and agents for any loss arising under this Agreement (CGL); and

7. Deductibles and self-insured retentions must be declared (All Policies).

D. ABSENCE OF INSURANCE COVERAGE

County may immediately cease all activities with respect to this Agreement if it determines that First Solar fails to carry, in full force and effect, all insurance policies with coverages at or above the limits specified in this Agreement. Any delays or expense caused due to stopping of work and change of insurance shall be considered First Solar's delay and expense. At the County's discretion, under conditions of lapse, the County may purchase appropriate insurance and charge all costs related to such policy to First Solar.

E. PROOF OF INSURANCE COVERAGE AND COVERAGE VERIFICATION

Prior to commencement of work under this Agreement, and annually thereafter for the term of this Agreement, First Solar, or each of First Solar's insurance brokers or companies, shall provide County a current copy of a Certificate of Insurance, on an Accord or similar form, which includes complete policy coverage verification, as evidence of the stipulated coverages. All of the insurance companies providing insurance for First Solar shall have, and provide evidence of, a Best Rating Service rate of A VI or above. The Certificate of Insurance and coverage verification and all other notices related to cancellation or non-renewal shall be mailed to:

SLO County Fire Dept.
Attn: Fire Chief
635 N. Santa Rosa
San Luis Obispo, CA 93405

XI. NOTICES

Notices required or permitted under this agreement shall be sent through U.S. Postal Service by certified mail. Notice shall be considered given upon deposit. Addresses for any such notices shall be:

For the County:

For First Solar:

SLO County Fire Dept.
Attn: Fire Chief
635 N. Santa Rosa
San Luis Obispo, CA 93405

First Solar Electric (California), Inc.
Attn: *General Counsel*
350 W. Washington St. #1000
Tempe, Az 85281

-and-

County of San Luis Obispo
Administrative Office
1055 Monterey Street, Room D-430
San Luis Obispo, CA 93408

cc: Supply Chain Director
400 Crossing Blvd - 5th Floor
Bridgewater, N.J.
08807

Either party may designate a change of address in writing at any time.

XII. AUDITS

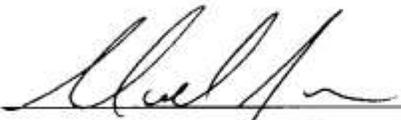
Upon reasonable notice from First Solar, for a period of three (3) years, the County shall make its records and books relating to this agreement available for audit by First Solar at the office of County Fire.

XIII. ENTIRE AGREEMENT

This Agreement contains the whole agreement between the Parties. It cancels and supersedes any previous agreement for the same or similar services.

First Solar Electric (California), Inc., a Delaware corporation authorized to do business in California

BY:

Signature  Date 6/7/12

Printed Name Mark Zeni

Title Director - Supply Chain EPC

Signature _____ Date _____

Printed Name _____

Title _____

APPROVED AS TO FORM AND
LEGAL EFFECT

BY: _____

Date: _____

COUNTY OF SAN LUIS OBISPO

Signature _____
Chairperson of the Board of Supervisors
Of the County of San Luis Obispo
State of California

Date _____

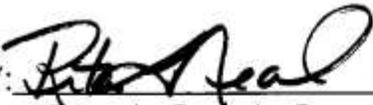
ATTEST:

Date _____

County Clerk and Ex-Officio Clerk of
the Board of Supervisors, County of
San Luis Obispo, State of California

APPROVED AS TO FORM AND
LEGAL EFFECT

WARREN R. JENSEN
County Counsel

BY:  _____
~~Deputy~~ County Counsel
Assistant
Date: 6/8/2012

SCHEDULE A, Cost of Services

Costs for Fiscal Year 11-12

From effective date of Agreement through June 30, 2012

Startup Cost	\$50,000 (not to exceed)
Service Cost	<u>40,689</u>
Total Cost	\$90,689

-Service Cost shown above is based on an effective date of June 1, 2012. Actual service billed will be pro-rated on a daily basis to reflect the true effective date of the Agreement.

-First Solar may provide startup equipment and supplies to County in lieu of paying part of or all startup costs. County Fire must approve all items to be provided in advance. In the absence of County Fire approval, First Solar must pay all startup costs.

-Total cost will be invoiced when Agreement becomes effective.

-Payment due within 60 days of invoice date.

Costs for Fiscal Year 12-13

From July 1, 2012 through June 30, 2013

Service Cost	\$488,268
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-Service cost for July 1, 2012 through Dec. 31, 2012 will be invoiced when agreement becomes effective.

-Service cost for Jan. 1, 2013 through June 30, 2013 will be invoiced in December, 2012.

-Payments due within 60 days of invoice date.

Costs for Fiscal Year 13-14

From July 1, 2013 through June 30, 2014

Service Cost	\$507,799
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-Service cost for July 1, 2013 through Dec. 31, 2013 will be invoiced in June, 2013.

-Service cost for Jan. 1, 2014 through June 30, 2014 will be invoiced in December, 2013.

-Payments due within 60 days of invoice date.

Costs for Fiscal Year 14-15

From July 1, 2014 through June 30, 2015

Service Cost	\$528,111
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-Service cost for July 1, 2014 through Dec. 31, 2014 will be invoiced in June, 2014.

-Service cost for Jan. 1, 2015 through June 30, 2015 will be invoiced in December, 2014.

-Payments due within 60 days of invoice date.

If an extension is requested and agreed to pursuant to Section V of the Agreement:

Costs for Fiscal Year 15-16

From July 1, 2015 through June 30, 2016

Service Cost \$549,235 or \$45,770 per month

- Service cost will be invoiced on a monthly basis, in advance.
- Payments due within 60 days of invoice date.

All costs are based on existing County Fire Department costs, with a projected annual increase of four percent (4%). Every effort will be made to keep future contract costs at or below the costs shown above. It is the County's intent to bill First Solar at the service cost amounts shown above. Some costs, however, are not under the control of the County. Therefore, the County reserves the right to increase contract costs over the amounts shown above. Such increases, if necessary, will only be made for the following fiscal year, and no mid-fiscal year changes will be made.

SCHEDULE B, Scope of Work

I. The County shall:

- a. Provide 24-hour Advanced Life Saving (ALS) level emergency medical services to California Valley, as described below.
- b. Assign licensed paramedics, authorized by the County EMSA to work in San Luis Obispo County, to County Fire Station 42 in California Valley in order to provide those services.
- c. Ensure that at least one paramedic is on duty at Station 42 twenty-four (24) hours per day, seven (7) days per week.
- d. Respond to requests for emergency medical services within fifteen (15) minutes, on no less than ninety percent (90%) of calls. This "response time" shall be measured from the time the request for service is first received at the County Fire Department Emergency Command Center until the first paramedic arrives at the scene of the emergency. All medical aid calls at Station 42 will be used in the calculation of this response time.
- e. Provide invoices to First Solar, based on Schedule A of this Agreement, for services rendered under this Agreement.
- f. Provide all services under this Agreement utilizing CAL FIRE/County Fire employees, supervised by CAL FIRE/County Fire and subject to all CAL FIRE/County Fire governing statutes, policies and procedures.
- g. Use standard emergency dispatch and response protocols with all calls assigned to Station 42. This means that requests for service from First Solar will not receive priority.
- h. This Agreement shall have no effect on any other CAL FIRE/County Fire cooperative fire protection, dispatch, automatic aid, or mutual aid agreement.