

**FIRST AMENDMENT TO
AGREEMENT FOR EMERGENCY MEDICAL SERVICES
COUNTY OF SAN LUIS OBISPO AND
TOPAZ SOLAR FARMS LLC**

THIS FIRST AMENDMENT ("First Amendment" TO 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 Topaz Solar Farms LLC, a Delaware Limited Liability Company authorized to do business in California ("Topaz Solar"), (collectively, the "Parties").

RECITALS

- A. Historically, the County provided 24-hour staffing, three days-per-week at the Carrizo Plains Fire Station 42. During construction of two nearby solar plants, the County increased staffing to seven days-per-week, with additional costs offset by sales tax revenues resulting from that construction. This staffing was all at Basic Life Support (BLS) level, utilizing Emergency Medical Technicians (EMTs).
- B. First Solar Electric (California), Inc. ("First Solar") was the prime contractor constructing the Topaz Solar Farm, one of the two solar plants mentioned above. The County entered into a contract with First Solar, approved by the County Board of Supervisors on June 19, 2012, under which the County Fire Department has been providing emergency medical services at Carrizo Plains Fire Station 42, at the Advanced Life Saving (ALS) level, utilizing paramedics in addition to EMTs. The First Solar contract expired on January 1, 2015.
- C. During construction, First Solar had an immediate need, based on corporate policy, for Advanced Life Saving (ALS) level emergency medical services, with a response time of 15 minutes or less. Topaz Solar had an interest in continuing these services. On December 16, 2014, the Parties entered in the Agreement, which expires on June 30, 2015.
- D. 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.
- E. Topaz Solar has stated a desire for the County to continue to provide emergency medical services at a reduced level pursuant to the Agreement through December 31, 2015.
- F. ALS services can only be provided by Paramedics, and 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.
- G. The County Fire Department operates a fire station ("Station 42") in the community of California Valley, in the Carrizo Plains area.
- H. The emergency 9-1-1 telephone system is operational in California Valley, and Topaz 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.
- I. Maintaining the level of emergency medical services provided by the County Fire Department

at Station 42 is beneficial to both the community of California Valley and the entire County.

- J. The County is willing and able to continue to provide Topaz Solar with emergency medical services, which services shall be reduced to the Basic Life Support (BLS) level rather than the Advanced Life Support (ALS) level, upon the terms and conditions set forth in this First Amendment.

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

I. SERVICES

The County shall continue to provide emergency medical services to the community of California Valley and to the Carrizo Plain area, as set forth in Schedule B, Scope of Work. As a business located in the area to be served, Topaz 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.

Under the terms of the Agreement, emergency medical services provided by the County were at the Advanced Life Saving (ALS) level. At the request of Topaz Solar, emergency medical services provided by the County will be reduced to the Basic Life Saving (BLS) level beginning May 25, 2015.

II. SCHEDULES

The County and Topaz 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 cost of services provided by the County and payable by Topaz Solar to the County under this Agreement.

B. Schedule B -Scope of Work

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

III. TERM

The term of the Agreement shall be extended through December 31, 2015.

IV. TERMINATION

If Topaz Solar fails to 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 Topaz Solar.

Either party may terminate this Agreement for any reason upon thirty (30) days' written notice. Upon termination of this Agreement, the County will refund, on a pro rata basis, any unexpended portion of the funding received from Topaz Solar.

V. MODIFICATION

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

VI. ADMINISTRATION

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

VII. PAYMENT FOR SERVICES

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

The County shall invoice Topaz Solar for the services in Schedule B, in advance, for the full amount due as set forth in Schedule A.

The payment by Topaz Solar shall be made to the County within thirty (30) days of the date of the invoice from the County.

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

VIII. 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:

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

For Topaz Solar:

Topaz Solar
Attn: General Counsel
1850 N. Central Ave., Suite 1025
Phoenix, AZ 85004

-and-

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

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

IX. ENTIRE AGREEMENT

The Agreement as amended by this First Amendment contains the entire agreement between the Parties. It cancels and supersedes any previous agreement for the same or similar services. Any provisions of the Agreement not affected by this First Amendment shall remain in full force and effect. In the event of any conflict between the Agreement and this First Amendment, the provisions of this First Amendment shall prevail.

Topaz Solar

Signature 

Date May 13, 2015

Printed Name Richard Wuech

Title SVP and CFO

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

RITA L. NEAL
County Counsel

BY: 
Chief Deputy County Counsel

Date: 5/7/15

SCHEDULE A, Cost of Services

Cost for January 1, 2015 to June 30, 2015 **Total Fixed Cost \$270,000**

-This is the amount from the original contract.

Credit for May 25, 2015 to June 30, 2015 **Credit \$4,327.61**

-Credit is given because the amended contract, effective May 25, 2015, reduced the level of service from ALS (paramedic) to BLS (EMT)

-Credit is \$116.96 per day for 37 days

Cost for July, 2015 to December 31, 2015 **Total Fixed Cost \$228,159**

TOTAL COST **\$493,831.39**

SCHEDULE B, Scope of Work

The County shall:

- a. Provide 24-hour emergency medical services to the community of California Valley and the Carrizo Plain area. These services shall be at the ALS level until 5/25/15, and at the BLS level thereafter.
- b. Assign licensed paramedics, authorized to work in San Luis Obispo County, to County Fire Station 42 in California Valley in order to provide those services. On 5/25/15, this paramedics will be replaced with emergency medical technicians (EMTs).
- c. Ensure that at least one paramedic is on duty at Station 42, 24-hours-per-day, seven-days-per-week. On 5/25/15, this requirement will no longer be effective.
- d. Respond to requests for emergency medical services within fifteen (15) minutes, on no less than 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 an invoice to Topaz 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 Topaz Solar will not receive any "special treatment".

This Agreement shall have no impact on any other CAL FIRE/County Fire cooperative fire protection, dispatch, automatic aid, or mutual aid agreement.