

**COUNTY OF SAN LUIS OBISPO AND
TOPAZ SOLAR FARMS LLC
AGREEMENT FOR FIRE PROTECTION AND
EMERGENCY MEDICAL SERVICES**

THIS AGREEMENT FOR FIRE PROTECTION AND 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. The County Fire Department operates a fire station (“Station 42”) in the community of California Valley, in Carrizo Plains situated in the unincorporated area of the County.
- 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. 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).
- D. First Solar Electric (California), Inc. (“First Solar”) was the prime contractor constructing the Topaz Solar Farms, one of the two solar plants mentioned above. The County entered into a contract with First Solar, approved by the County Board of Supervisors June 19, 2012, under which the County Fire Department provided emergency medical services at Carrizo Plains Fire Station 42, at the Advanced Life Support (ALS) level, utilizing paramedics in addition to EMTs. The First Solar contract expired January 1, 2015.
- E. During construction, First Solar had an immediate need, based on corporate policy, for Advanced Life Support (ALS) level emergency medical services, with a response time of 15 minutes or less.
- F. Near the end of the First Solar agreement Topaz Solar expressed interest in continuing these services. On December 16, 2014, the Parties entered in an agreement, which expired June 30, 2015.
- G. That agreement was amended to reduce service from ALS emergency medical services to Basic Life Support (BLS) emergency medical services, and was later extended to December 31, 2015 by mutual agreement of the Parties.

- H. Topaz Solar stated a desire for the County to continue to provide fire protection and emergency medical services at Carrizo Plains Fire Station 42 through December 2016 and a single year contract was approved by the Parties.
- I. Topaz Solar has stated a desire for the County to continue to provide fire protection and emergency medical services at Carrizo Plains Fire Station 42 through calendar year 2017, with a potential to continue in future years under mutually agreeable terms.
- J. Maintaining the level of fire protection and 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.
- K. The County is willing and able to continue to provide Topaz Solar with fire protection and emergency medical services, which shall be provided at the Basic Life Support (BLS) level, 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:

1. SERVICES

The County shall provide fire protection and 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 will be provided by the County at the Basic Life Support (BLS) level.

2. 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.

3. TERM

The initial term of this Agreement shall be January 1, 2017 through December 31, 2017.

The Parties shall have the option of extending this Agreement, in increments of one year or more, by mutual written agreement under the terms and scope provided in this Agreement. Costs shall be determined as provided in Schedule A. In the event that Topaz

Solar desires to extend this Agreement, Topaz Solar shall, by June 30 of the preceding calendar year beginning with June 30, 2017, submit a written extension request to the County. The County Administrative Officer shall have the authority to execute any extension as referenced herein through December 31, 2027.

4. TERMINATION

Topaz Solar may terminate the Agreement for any reason at any time upon six (6) months' advance written notice. The County may terminate the Agreement for any reason at any time upon thirty (30) days' advance written notice. Upon termination of this Agreement by either party, the County will refund, on a pro rata basis, any unexpended portion of the advanced funding received from Topaz Solar. If the six (6) month period following notification of termination by Topaz Solar extends beyond the term of the Agreement, Topaz Solar shall provide additional funding on a pro rata basis for the period of time service is provided by the County.

5. MODIFICATION

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

6. ADMINISTRATION

The County Fire Department Chief will act as the contract administrator for the County for matters related to the Agreement, and Gary Hood, Solar General Manager, BHE Renewables, or his successor, 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.

7. 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 for the full annual amount due as set forth in Schedule A.

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

8. 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 Farms LLC
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.

9. ENTIRE AGREEMENT

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

TOPAZ SOLAR

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

RITA L. NEAL
County Counsel

BY: _____
Chief Deputy County Counsel

Date: _____

SCHEDULE A, Cost of Services

Cost of Services for January 1, 2017 to December 31, 2018

Total Cost of Services: \$465,545

- Total cost will be invoiced in January 2017.
- Payment shall be due within thirty (30) days of receipt of the invoice.

Cost of Services for extended Agreement periods:

- Cost of services for any additional years shall be calculated as the prior year annual cost of services plus the Department of Labor Consumer Price Index for All Urban Consumers, Los Angeles area (CPI-U) for May of the preceding year.
- Total cost will be invoiced in January, the first month of the extended Agreement period.
- Payment shall be due within thirty (30) days of receipt of the invoice.

SCHEDULE B, Scope of Work

The County shall:

- a. Provide 24-hour fire protection and emergency medical services at the Basic Life Support (BLS) level to the community of California Valley and the Carrizo Plains area.
- b. 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 unit arrives at the scene of the emergency. All medical aid calls at Station 42 will be used in the calculation of this response time.
- c. Provide an annual invoice to Topaz Solar, based on Schedule A of this Agreement, for services rendered under this Agreement.
- d. 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.
- e. Use standard emergency dispatch and response protocols with all calls assigned to Carrizo Plains 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.