

**FUNDING AGREEMENT BY AND BETWEEN
THE VENTURA COUNTY FIRE PROTECTION DISTRICT
AND
SOUTHERN CALIFORNIA EDISON COMPANY**

This Funding Agreement (“Agreement”) is by and between THE VENTURA COUNTY FIRE PROTECTION DISTRICT, a California Fire Protection District (“VCFPD”), and SOUTHERN CALIFORNIA EDISON COMPANY, a California corporation (“SCE”), and is effective on the last date when both Parties sign this Agreement (the “Effective Date”). VCFPD and SCE may be referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, due to extreme weather associated with climate change, Southern California has experienced longer and more severe wildfire events throughout the year;

WHEREAS, to increase the effectiveness of its aerial response to wildfires, VCFPD intends to enter into an agreement for calendar year 2024 that provides a 366-day lease and service agreement with Coulson Aviation (“Coulson”) for a CH47 or its equivalent capable of nighttime operations and equipment and personnel related to the operation and maintenance of such aircraft (together, the “Fire Suppression Assets”).

WHEREAS, SCE has determined that the use of the Fire Suppression Assets offers significant benefits for wildfire suppression, protecting lives and property, including mitigating against damage to SCE’s transmission and distribution system and increasing firefighter safety;

WHEREAS, VCFPD and SCE desire for SCE to fund the part of the VCFPD-Coulson contract for the fixed lease cost related to stand-by time for the Fire Suppression Assets for calendar year 2024 as described herein (the “2024 Program”), with VCFPD funding that part of the Coulson contract relating to flight time.

WHEREAS, the Parties desire to enter into an Agreement that sets forth the terms and conditions pursuant to which SCE will contribute funds to VCFPD for the 2024 Program.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The 2024 Funding Arrangement.

Not later than January 19, 2024, SCE will electronically transfer the amount of nine million six hundred forty-six thousand six hundred sixty-two dollars (\$9,646,662) (the “2024 Funding Amount”) to VCFPD. VCFPD will use these funds exclusively to fund the 2024 Program. The lease and services agreement with Coulson must begin on January 1, 2024, and end on December 31, 2024. VCFPD shall fund the flight time and operational portion of the Coulson lease and services agreement, which include any and all costs required to operate the Fire Suppression

Assets. The Parties acknowledge that time is of the essence in performing their obligations herein. If, for any reason, VCFPD does not enter into the Coulson lease and services agreement by December 31, 2023, or such other date agreed to by the Parties in writing, then SCE shall have no obligation to provide funding for the 2024 Program.

2. Reimbursement of Funds Received from Other Sources

VCFPD will work with the Orange County Fire Authority “OCFA” to gain support for a legislative effort to secure funding or reimbursement for the 2024 Program from the State of California. If any California legislators support such legislative efforts, then VCFPD will coordinate with its legislative lobbyists and OCFA to pursue support for the legislation. In support of these activities, SCE will coordinate its activities as appropriate with VCFPD to support such legislation.

If VCFPD receives funding or reimbursement from any entity other than SCE for all or part of its 2024 Program after January 1, 2024, or for any reason does not spend all of the 2024 Funding Amount, then the amount of the third party funding or reimbursement, or unspent funds shall be refunded to SCE; provided, however, that VCFPD shall not be required to reimburse or credit such funds to the extent the funds are clearly designated as reimbursement for all or part of VCFPD’s actual operating costs incurred in fighting a fire.

If VCFPD receives funds as a result of any judgment, regulatory or administrative agency decision, claim, or settlement arising from a specific fire incident or incidents whether obtained directly by VCFPD or through another government entity for fires in 2024 in which the Fire Suppression Assets were used, VCFPD shall reimburse SCE for a pro-rata share of such funds based on the standby costs incurred from the start of the fire incident or incidents response through the end of such incident or incidents response.

3. Other Terms and Conditions for the Lease and Services Agreement with Coulson

VCFPD is responsible for negotiating with Coulson terms for the lease and services agreement, which agreement must comply with the commercial terms set forth in Section 1. Additionally, VCFPD shall require Coulson to include the following covenants in the lease and services agreement: (1) SCE is a named additional insured of each insurance policy during the term of the agreement; (2) Coulson is and will perform the services as an independent contractor of VCFPD; and (3) within 45 days following an incident in which the Fire Suppression Assets are used, Coulson will produce a post-incident report similar to the report that Coulson produced after the 2022 Route Fire. VCFPD shall also require Coulson to provide representations and warranties that throughout the term: (4) Coulson has and will maintain full legal authority to operate consistent with the terms of the lease and services agreement; (5) Coulson will only use pilots and crew who are and remain fully qualified and trained as required by applicable law and industry best practices; and (6) Coulson will comply with all applicable laws, rules, and regulations.

Within five (5) business days after a written request by SCE, VCFPD shall confirm in writing that its contract with Coulson complies with each of the requirements of this Section 3.

4. Operations

A. Operations Outside SCE's Service Territory

The Fire Suppression Assets are intended primarily for use in fighting wildfires in SCE's service territory. Before using any of the Fire Suppression Assets more than one (1) mile outside SCE's service territory, VCFPD shall discuss the intended use of the Fire Suppression Assets, including location, timing, and scope of activities, with either Steven Powell, SCE's President, or Jill C. Anderson, SCE's Executive Vice-President, Operations (or their delegees), and obtain their verbal consent for the intended use of the Fire Suppression Assets; provided further that the Fire Suppression Assets will be directed to promptly return to SCE's service territory if, in the judgment of Steven Powell, SCE's President, or Jill C. Anderson, SCE's Executive Vice-President, Operations (or their delegees) after consultation with VCFPD's Fire Chief, VCFPD and SCE determine that the Fire Suppression Assets are necessary or useful to assist in firefighting efforts in SCE's service territory. For clarity, if SCE gives consent for VCFPD to use the Fire Suppression Assets outside SCE's service territory as described in this subsection, then VCFPD, in the exercise of its professional judgment, may elect not to use the Fire Suppression Assets outside SCE's service territory or to recall the Fire Suppression Assets; provided, however, that if a decision is made as described in this subsection that the Fire Suppression Assets are necessary or useful in firefighting efforts in SCE's service territory and must be promptly returned to SCE's service territory, VCFPD shall have no further discretion regarding that decision.

B. Roles and Responsibilities.

SCE will communicate with VCFPD concerning fire weather forecasts and share information in SCE's possession relevant to the repositioning or tasking of the Fire Suppression Assets; provided, however, that SCE makes no representation or warranty as to the accuracy or completeness of such forecasts and information in connection with this Agreement. SCE understands and acknowledges that VCFPD can and does rely on other sources of data, forecasts, and information when making decisions concerning repositioning or tasking of the Fire Suppression Assets and that, subject to the limited exception described in Section 4A, such decisions are made in the sole discretion of VCFPD.

Notwithstanding the limited exception described in Section 4A, SCE shall have no role in directing the operation or use of the helicopters and shall not be a party to the lease and services agreement with Coulson. As between SCE and VCFPD, and subject to the limited exception described in Section 4A, VCFPD is solely responsible for the safe and lawful operation and use of the Fire Suppression Assets, including all decisions regarding deployment, maintenance, basing and positioning, pilot readiness, and ground support, and

VCFPD shall be solely responsible for compliance with the terms and conditions of the lease and service agreement and all payments thereunder.

5. Data Collection.

VCFPD will collect and provide the data and information that SCE requires to allow SCE to (1) evaluate the effectiveness of the Fire Suppression Assets in suppressing wildfires, protecting lives and property, and increasing firefighter safety and (2) respond to information requests from, or make regulatory filings and reports to, the California Public Utilities Commission (“CPUC”) and other regulators or governmental departments or agencies. Such data shall include, but not be limited to, the following: (a) aircraft utilization rate (flight time conducting suppression missions vs. standby hours), (b) gallons of water, gel, or fire retardant dropped and number of drops per fire, (c) individual named fire perimeter maps illustrating drop locations, (d) post-incident reports prepared by Coulson and (e) whether and to what extent the Fire Suppression Assets are utilized outside of SCE’s service territory. VCFPD shall work with Coulson to submit the foregoing data in report form and GIS shapefile to SCE on a monthly basis on the first day of each calendar month through the lease term and within five (5) days of SCE’s written request; therefore, at any other time during the lease term.

6. Indemnification.

To the maximum extent permitted by law, VCFPD shall indemnify, defend, and hold harmless SCE and its respective successors, assigns, affiliates, subsidiaries, parent company, officers, directors, agents, and employees (“Indemnified Parties”) from and against any and all expenses, claims, losses, damages, liabilities or actions in respect thereof (including reasonable attorneys’ fees and reasonably allocated cost of in-house counsel) to the extent arising from or related to the lease and services agreement with Coulson, or operation or use (including, but not limited to prepositioning or tasking) of the Fire Suppression Assets. For clarity, regardless whether SCE’s equipment was a cause of the wildfire, the preceding indemnification does not obligate VCFPD to indemnify, defend, or hold harmless the Indemnified Parties, or any of them, from any third-party claim that any of the Indemnified Parties caused the wildfire, but only to claims that the operation or use of the Fire Suppression Asset resulted in damage to a third-party.

7. Authority to Contract.

Each Party represents and warrants that it has the authority to contract or otherwise commit to perform the obligations herein.

8. Relationship of the Parties.

Nothing in this Agreement is intended to or shall be deemed to, establish any partnership or joint venture between the Parties, constitute any Party to be the agent of another Party, nor authorize any Party to make or enter into any commitments for or on behalf of another Party.

9. Public Announcements.

Neither Party may issue any press release regarding the Agreement unless (1) the press release is issued jointly by the Parties, or (2) prior to the release, the Party proposing to make the announcement furnishes the other Parties with a copy of the press release and obtains the other Parties’ written approval; provided, however, that if such press release is required to comply with applicable laws, including the California Public Records Act and the Ralph M. Brown Act, legal proceedings, or the rules and regulations of any court or stock exchange having jurisdiction over a Party, then the Parties shall work in good faith to develop a mutually acceptable announcement.

10. Term and Survival.

This Agreement shall be effective as of the Effective Date through the date that all obligations of the Parties hereto with respect to this Agreement have been satisfied (the “Term”), except that the Parties shall continue to be bound by the provisions of this Agreement which by their nature survive such completion or termination, including Sections 2 (“Reimbursement of Funds Received from Other Sources”), 6 (“Indemnification”) and 13 (“Governing Law”).

11. Written Notices.

All notices, requests, demands, and determinations under the Agreement (other than routine operational communications) shall be in writing and shall be deemed duly given: (1) when delivered by hand, (2) one day after being given to an express courier with a reliable system for tracking delivery, (3) when sent by confirmed facsimile or electronic mail with a copy sent by another means specified in this Section, or (4) three days after the day of mailing, when mailed by United States mail, registered or certified mail, return receipt requested, postage prepaid, and as addressed as specified below:

If to VCFPD, addressed to:
Ventura County Fire Protection District
Attn: Anthony Occhipinti
165 Durley Avenue

If to SCE, address to:
Melanie Jocelyn
Southern California Edison Company
2244 Walnut Grove Ave.
Rosemead, CA 91770

Camarillo, CA 93010-8586
Email: anthony.occhipinti@ventura.org

Email: melanie.jocelyn@sce.com

With a Copy to:
Ventura County Fire Protection District
Attn: Tom Kasper, Business Services Manager
165 Durley Avenue
Camarillo, CA 93010-8586
Email: tom.kasper@ventura.org

With a Copy to:
County of Ventura
Attn: Office of the County Counsel
800 South Victoria Avenue, L#1830
Ventura, CA 93009
Email: tom.kasper@ventura.org

12. Assignment.

No Party shall assign this Agreement or any part or interest thereof without the prior written consent of the other Parties, and any assignment without such consent shall be void and of no effect.

13. Governing Law.

This Agreement shall be interpreted, governed, and construed under the laws of the State of California as if executed and to be performed wholly within the State of California.

14. Entire Agreement.

This Agreement contains the entire agreement and understanding between and among the Parties and merges and supersedes all prior agreements, representations, and discussions pertaining to the subject matter of this Agreement. This Agreement is intended to be a final expression of the agreement of the Parties and, except to the extent expressly referenced herein, is an integrated agreement within the meaning of Section 1856 of the California Code of Civil Procedure (the Parole Evidence Rule). There are no contemporaneous separate written or oral agreements between the Parties in any way related to the subject matter of this Agreement. No subsequent agreement, waiver, modification, representation, or promise with respect to the subject matter of the Agreement made by the Parties hereto or by or to any employee, officer,

agent, or representative of any Party shall be of any effect unless it is in writing and executed by the Parties hereto.

15. Counterparts and Electronic Signatures.

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall be deemed to be one and the same instrument. Documents executed, scanned, and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of the Agreement and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures.

[Signatures on Following Page]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

“VCFPD”

Ventura County Fire Protection District

By: _____

Dustin Gardner

Fire Chief

Date: _____

“SCE”

**SOUTHERN CALIFORNIA EDISON
COMPANY**

By: _____

Name: Jill C. Anderson

Title: Executive Vice-President, Operations

Date: _____