

## **PUBLIC AIRCRAFT LEASE AND SERVICES AGREEMENT**

This PUBLIC AIRCRAFT LEASE AND SERVICES AGREEMENT (this "Agreement") is made and entered into as of April 22, 2021 ("Effective Date") by and between the Ventura County Fire Protection District, a fire protection district operating pursuant to California Health and Safety Code section 13800 et seq. (the "District"), and Coulson Aviation, Inc., a limited liability company organized under the laws of the State of Oregon ("CAI"). Hereinafter, the District and CAI may be referred to individually as a "Party" and collectively as the "Parties."

### **RECITALS**

A. The District wishes to lease the Aircraft and Related Equipment and obtain services for certain Governmental Functions, as more fully described herein, from CAI.

B. CAI wishes to lease such Aircraft and Related Equipment and provide services for certain Governmental Functions, as more fully described herein, to the District.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises herein contained, together with other good and valuable consideration the legal sufficiency of which is hereby acknowledged, the Parties agree as follows:

### **1. DEFINITIONS**

Except where the context otherwise requires, in this Lease the following words and expressions have the meanings set forth below:

"Aircraft" means either one (1) Type One Sikorsky S-61 helicopter night vision goggles certified to be designated with FAA Registration Mark N261CG and manufacturer's serial number 61257; or one (1) Sikorsky UH-60 helicopter night vision goggles certified to be designated with FAA Registration Mark N160CD and manufacturer's serial number 70-265.

"Aircraft Flight Hour Payment" means \$5,000.00 per flight hour including all costs to Coulson associated with each flight hour, including but not limited to personnel costs and fuel/fueling costs in any way associated with CAI's operation of the Aircraft and the Related Equipment for the purposes of the scope of work contemplated by this Agreement.

"CALFIRE" means the California Department of Forestry and Fire Protection, a department within the Natural Resources Agency of the State of California, United States of America.

"Crew" means (i) a night vision goggles certified flight crew, (ii) a full maintenance crew to operate and maintain Aircraft, and (iii) a night vision goggles certified flight crew and a full maintenance crew.

"Commencement Date" means the latter of the Effective Date and the date upon

which CAI submits to the FAA a Public Aircraft Declaration signed by the District.

“Daily Rental Payment” means the amount of \$21,000.00 per day, which shall include all costs (including but not limited to personnel costs and fuel/fueling costs, as the case may be) associated with (i) the lease of the Aircraft and Related Equipment; (ii) the mobilization, delivery, and demobilization of the Aircraft and Related Equipment to/from the District; and (iii) operating, maintaining, and/or staffing the Aircraft and Related Equipment in a condition and state of readiness to perform Day Operations, Night Operations, and/or any other service or function within the scope of work contemplated by this Agreement.

“Day Operations” means the provision of services, including flight missions and operations, from 6:00 AM to 6:00 PM on a daily basis.

“Event of Default” shall have the meaning prescribed in Paragraph 11.2 of this Agreement.

“Extended Term” means a period of no more than 30 calendar days following the end of the Initial Term.

“FAA” means the United States Federal Aviation Administration.

“FAA Public Aircraft Policy” means the policy of the FAA with regard to defining Public Aircraft contained in the FAA Notice of Policy Regarding Civil Aircraft Operators Providing Contract Support to Government Entities (Public Aircraft Operations), published on March 23, 2011 in the Federal Register, FAA Advisory Circular No. 00-1B, and such additional or successor documents regarding FAA's policy regarding Public Aircraft.

“Flight Hour Payment” means Aircraft Flight Hour Payments due.

“Governmental Function” shall have the meaning of the same term defined in Section 40125(a)(2) of Title 49 of the United States Code: “an activity undertaken by a government, such as national defense, intelligence missions, firefighting, search and rescue, law enforcement (including transport of prisoners, detainees, and illegal aliens), aeronautical research, or biological or geological resource management.” For clarity, the activities as described will be at approved at the sole discretion of CAI.

“Initial Term” means a period of 150 calendar days from the Commencement Date.

“Insurance Schedule” means those insurance terms and amounts described in Appendix 1 attached hereto and incorporated herein.

“Night Operations” means the provision of services, including flight missions and operations, from 6:00 PM to 6:00 AM on a daily basis.

“Owner” and “Owners” mean the registered and beneficial owner of each Aircraft.

“Public Aircraft” shall have the meaning of the same term defined in Section 40102(a)(41)(D) of Title 49 of the United States Code: “An aircraft exclusively leased for at least 90 continuous days by the government of a State, the District of Columbia, or a territory or possession of the United States or a political subdivision of one of these governments, except” when such aircraft is used for commercial purposes or to carry an individual other than a crewmember or a qualified non-crewmember.

“Public Aircraft Declaration” means a written declaration (from the District’s contracting officer or higher-level official) of public aircraft status for all flights of the Aircraft under this Agreement substantially in the form of Appendix 2 attached hereto and incorporated herein.

“Qualified Non-Crewmember” shall have the meaning of the same term defined in Section 40125(a)(3): “an individual, other than a member of the crew, aboard an aircraft (A) operated by the armed forces or an intelligence agency of the United States Government or (B) whose presence is required to perform, or is associated with the performance of, a governmental function.”

“Related Equipment” means a 10,000-USG fuel truck, 53-foot spares trailer and driver, and a mobile support base (Prevost Bus, or similar) to be used in support of the Aircraft’s flights, missions, and operations.

“Taxes” means any taxes, levies, imposts, duties, charges, fees, deductions, withholdings, restrictions or conditions now or hereafter imposed by any governmental or taxing authority.

## **2. AGREEMENT TO LEASE**

2.1 Subject to the terms and conditions of this Agreement, CAI agrees to lease the Aircraft and Related Equipment to the District, and the District agrees to take the Aircraft and Related Equipment on lease from CAI for the Initial Term and, if applicable, the Extended Term.

2.1.1 Notwithstanding anything contained herein to the contrary, the Parties acknowledge and agree that this Agreement will operate through the Extended Term only if the District executes a subsequent written agreement with CAI to continue the operation of this Agreement through the Extended Term.

2.2 The Parties further agree that the Aircraft shall be exclusively leased to the District as of the Commencement Date to the end of the Initial Term and, if applicable, the Extended Term, unless either is earlier terminated as provided herein.

## **3. DELIVERY AND ACCEPTANCE**

3.1 Selection of Aircraft and Related Equipment. The District represents and warrants to CAI that the District has used its own judgment in selecting the Aircraft and the Related Equipment based on their size, design, type, and performance and that the Aircraft and Related Equipment are suitable for the District’s purposes.

3.2 Delivery and Acceptance. As part of the District's payment of the Daily Rental Payment and for no additional consideration, CAI shall deliver the Aircraft and Related Equipment to the Camarillo Airport in Ventura County, California, on or before the Commencement Date so that the District may inspect the Aircraft and Related Equipment prior to accepting all or some of them for use. CAI shall coordinate with the District contact specified in Section 10 to schedule delivery and inspection of the Aircraft and Related Equipment.

3.3 Title. Title to the Aircraft and Related Equipment will be, and will at all times remain, vested and registered in Owners. The District will have no right, title, or interest in the Aircraft except as provided in this Agreement. The District will not assert any lien or encumbrance against the Aircraft, nor permit any other party, claiming by, through, on behalf of, or because of any action of the District to do so.

#### **4. PUBLIC AIRCRAFT**

4.1 Status of Operations as Public Aircraft Operations. The Aircraft shall be operated under this Agreement as a Public Aircraft. The Aircraft shall only be used during the Initial Term and, if applicable, the Extended Term for Governmental Functions and all persons carried on board the Aircraft shall be either a crewmember or a Qualified Non-Crewmember.

4.2 Public Aircraft Determination. The District shall provide CAI with the Public Aircraft Declaration and otherwise cooperate with CAI in providing any additional documentation or declarations as may be requested by the FAA or such other government agency whether Federal or State with jurisdiction over the operation of the Aircraft contemplated in this Agreement. Upon receipt of the Public Aircraft Declaration signed by the District, CAI shall, in advance of any flight or operation under this Agreement, notify the FAA Flight Standards District Office having oversight of the operations under this Agreement that it has contracted with the District to conduct eligible public aircraft operations, and submit the Public Aircraft Declaration. Notwithstanding any other provision herein, CAI shall not and shall not be required to perform any operations under this Agreement prior to receipt by CAI of the Public Aircraft Declaration and submission by CAI of the same to the FAA.

#### **5. AIRCRAFT PILOT, CREW, AND RELATED SERVICES**

5.1 Operations and Maintenance Crew. The Aircraft shall be exclusively operated and maintained by the Crew arranged and supplied by CAI. The District shall not be responsible to operate or maintain the Aircraft. The District will provide ground crews for remote operations of the Aircraft.

5.2 Pilot Requirements. CAI shall provide two (2) pilots for operation by the Aircraft during Day Operations; and two (2) pilots for the Aircraft during Night Operations. All pilots for Day Operations shall be United States Forest Service or CALFIRE carded pilots. All pilots for Night Operations shall be FAA certified for Night Vision Goggles flying and United States Forest Service or CALFIRE carded pilots.

5.3 Mechanic Requirements. CAI shall provide four (4) mechanics for operation and maintenance of the Aircraft during Day Operations; and four (4) mechanics for operation and maintenance of the Aircraft during Night Operations.

5.4 Ground Crew Requirements. CAI shall provide sufficient ground crew to drive and deploy the mobile support base (Prevost Bus, or similar). CAI shall provide ground crew to operate the fuel truck and spares trailer for the Aircraft during both Day Operations and Night Operations.

## **6. SCOPE OF WORK AND FLIGHTS**

6.1 Flight Missions and Operations. Upon the District's request and direction, CAI shall perform Day Operations and Night Operations in support of and as part of the District's Governmental Functions related to firefighting in Ventura County. CAI's flight missions and operations shall be in accordance with operating rules applicable to all aircraft in the National Airspace System. Notwithstanding any other provision of this Agreement, pilots provided by CAI shall exercise full authority as pilots-in-command over each flight and shall have no obligation to perform any mission on behalf of the District, which, in the sole discretion of the CAI-provided pilots, is beyond the scope of such pilots' abilities, certification, or authorization; or would unreasonably endanger such pilot or the Aircraft; or would be in contravention of any applicable law or any flight operation protocol. No such action of any pilot provided by CAI shall create or support any liability of CAI for loss, injury, damage or delay to the District.

6.2 Aircraft Maintenance and Airworthiness. The Aircraft shall be maintained exclusively by the mechanics provided by CAI and shall be maintained in conformance with the Aircraft's FAA-approved maintenance manual. The District will not make or authorize any improvement, change, addition or alteration to the Aircraft without the express consent and agreement of CAI. All repairs, parts, replacements, mechanisms and devices added to the Aircraft during the Initial Term and, if applicable, the Extended Term shall immediately, without further act, become part of the Aircraft and subject to the ownership of Owners free and clear of any lien, encumbrance, or interest of the District or any party, claiming by through, on behalf of, or because of any action of the District.

6.3 Base of Operations. The District will provide storage and other facilities as the base of operation at the Ventura County Air Unit Facility in Ventura County, California, sufficient for the purposes of the scope of work contemplated by this Agreement and shall provide CAI with access and permissions at such base of operation for the performance of the contemplated scope of work. The Parties may agree to designate another or additional base(s) of operation as necessary.

## **7. COMPENSATION**

7.1 The District will compensate Contractor in the manner and in the amount(s) specified in this Section 7.

7.1.1 Rental Payments. CAI shall invoice the District for Daily Rental Payment on a weekly basis, which shall begin accruing on the Commencement Date

and continue through the end of the Initial Term and, if applicable, the Extended Term. The District shall pay the invoice (in full and without any deduction or withholding in respect of set-off, counterclaim, duties, taxes or other charges) within fourteen (14) business days of receipt of invoice via ACH as follows:

Coulson Aviation (USA) Inc  
Wells Fargo Bank, 1900 Southwest 5<sup>th</sup> Avenue, Portland, Oregon 97201  
Routing Number: 123006800  
Account Number: 0503999583

7.1.1 (a) Inoperative. In the event the District's primary Aircraft is unavailable due to maintenance, and CAI's back up Aircraft (UH-60) is also unavailable, and the District is without service of either the primary Aircraft or the backup, the Daily Rental Payment will be deducted by 1/24<sup>th</sup> or \$875 for every hour the Aircraft is not available for service.

7.1.2 Operating Expenses. CAI shall invoice the District for Flight Hour Payments on a weekly basis. The District shall pay the invoice (in full and without any deduction or withholding in respect of set-off, counterclaim, duties, taxes or other charges) within fourteen (14) business days of receipt of invoice via ACH as follows:

Coulson Aviation (USA) Inc  
Wells Fargo Bank, 1900 Southwest 5<sup>th</sup> Avenue, Portland, Oregon 97201  
Routing Number: 123006800  
Account Number: 0503999583

7.2 No Additional Consideration. Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive, from the District, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever. Contractor will not be paid or reimbursed for travel expenses or per diem that Contractor incurs in providing services and work under this Agreement, unless otherwise provided for herein.

7.3 Taxes. All payments, including specifically the Rental Payments made by the District hereunder, shall be made free and clear of, and without deduction for Taxes. The District shall be solely responsible for the payment of any Taxes imposed on the lease and services provided under this Agreement. In no event shall the District be responsible for Taxes that are imposed on the net income, profit, gains, capital or net worth of CAI, or Taxes arising out of or solely attributable to the fraud, willful misconduct, or reckless disregard (with knowledge of the probable consequences) of CAI.

## **8. INSURANCE AND INDEMNIFICATION**

8.1 Liability Insurance. CAI shall procure and maintain at all times during the Initial Term and, if applicable, the Extended Term, naming the District and the Owner(s) as additional insureds, the following insurance for injuries to persons and damages to property which may arise from or in connection with the performance of services, work, or operations and the results thereof by CAI, its employees, subcontractors, agents, or representatives:

(i) Public liability insurance (including, but not limited to, aviation liability) against liability to third parties, including crew and passengers on the Aircraft, for personal injury and death and damage to property for a minimum amount and according to the terms set forth in the Insurance Schedule for each and every occurrence; and

(ii) Appropriate insurance against loss of, or damage to, the Aircraft hull for an amount reflecting reasonable replacement value of the Aircraft as provided in the Insurance Schedule.

(iii) Workers' compensation insurance and unemployment insurance for all of its employees and crew members engaged in the performance of services and operations under this Agreement as required by applicable laws.

8.2 Indemnification. CAI agrees to indemnify, protect, save, defend (with counsel acceptable to the District) and keep harmless the District and the District's directors, officers, employees, agents, attorneys, affiliates, successors, and any permitted assigns (collectively, the "Indemnified Parties") on, a net after-tax basis, from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, demands, costs, expenses and disbursements (including without limitation reasonable legal fees and expenses) of any kind and nature whatsoever (collectively, the "Claims") which may be imposed on, incurred by, or asserted against, any of the District's Indemnified Parties, whether or not any of the District's Indemnified Parties shall also be indemnified as to any such matters by any other person, party or entity of any kind whatsoever, in any way relating to or arising out of any breach, action, inaction, misrepresentation, or direction by CAI related to the performance or support of the operations contemplated herein that results in any Claim(s) against one of the District's Indemnified Parties; provided, however, that CAI shall have no obligation to indemnify the District or any of its Indemnified Parties in respect of any Claims to the extent that such Claim is suffered or incurred as a direct consequence of the fraud, gross negligence, willful misconduct, or reckless disregard of the District or such Indemnified Party. CAI's obligation to defend, indemnify, and hold the District, its agents, officers, and employees harmless under the provisions of this Section 8.2 is not limited to, or restricted by, any requirement in this Agreement for CAI to procure and maintain a policy of insurance. Notwithstanding anything to the contrary contained in the foregoing, any other section of this Agreement or otherwise, the indemnification agreements, obligations and liabilities of any kind whatsoever of CAI set forth or provided in this Section 8.2 shall survive the expiration or any termination of this Agreement for any reason whatsoever.

## **9. MUTUAL REPRESENTATION**

The Parties represent to each other all of the following:

(i) The execution, delivery, and performance of this Agreement has been duly authorized by all necessary corporate or government action of such Party and do not require the approval or consent of or notice to any trustee or holders of any indebtedness or obligation of such Party (except as has already been obtained);

(ii) This Agreement has been duly executed and delivered by an officer of such Party authorized to execute and deliver such documents on behalf of such Party; and

(iii) This Agreement and the covenants of the Parties contained herein and therein constitute or will, upon execution, constitute legal, valid and binding obligations of the Parties, enforceable against each Party in accordance with its terms subject to applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and similar laws affecting creditors' rights generally and by the application of equitable principles by courts of competent jurisdiction, sitting at law or in equity.

## **10. NOTIFICATION**

Any notice given by one Party to the other in connection with this Agreement shall be in writing and shall be sent by email, telefax, courier, overnight delivery, certified mail, to the addresses listed below or to such other addresses as either Party may specify to the other in writing from time to time:

### **If to the District:**

Ventura County Fire Protection District  
Attn: Gary Monday, Division Chief, West  
County Operations  
165 Durley Avenue  
Camarillo, CA 93010-8586  
EMAIL: [gary.monday@Ventura.org](mailto:gary.monday@Ventura.org)

### **If to CAI:**

Coulson Aviation USA, LLC  
Attn: Wayne Coulson, President & CEO  
4890 Cherry Creek Road  
Port Alberni, BC  
Canada V9Y 8E9  
EMAIL: [wayne.coulson@coulsongroup.com](mailto:wayne.coulson@coulsongroup.com)

### ***With 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](mailto:tom.kasper@ventura.org)

### ***With Copy To:***

County of Ventura  
Attn: Office of the County Counsel  
800 South Victoria Avenue, L#1830



Ventura, CA 93009

Notices shall be deemed effective when delivered or when proof of delivery is obtained (in the case of email, when the sender receives a read receipt from the addressee), or if earlier and whether or not received, three (3) days after such notice is deposited in the United States mail postage pre- paid as certified mail to the party as set forth above.

## **11. TERMINATION AND DEFAULT**

11.1 Default. The following shall constitute an Event of Default:

(i) a failure to make any payment when due hereunder within three (3) calendar days of when such payment is due;

(ii) a Party's admission in writing of inability to pay its debts generally as they come due or a general assignment for the benefit of its creditors, or admission of insolvency;

(iii) any declaration, representation, warranty or statement made or deemed to be made by a Party in connection with this Agreement is or proves to have been incorrect when made or becomes incorrect during the Initial Term and, if applicable, the Extended Term; or

(iv) any material breach by a Party of its obligations or performance under this Agreement.

11.2 Remedies. In an Event of Default, the non-defaulting Party may immediately terminate this Agreement upon sending written notification to the other Party, and/or seek any and all such remedies and rights as may be available to such Party at law or equity. Any and all remedies may be pursued concurrently, consecutively, and alternatively.

## **12. MISCELLANEOUS**

12.1 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, executors, administrators, successors, legal representatives and assigns provided that this provision shall not be construed as permitting assignment or substitution except as otherwise provided herein.

12.2 Amendment. This Agreement may be amended or modified only if such amendment or modification is in written form and executed with the same formalities as this Agreement or in accordance with delegated authority therefor.

12.3 Execution. This Agreement may be executed in one or more counterparts (including by electronic signature), each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by email or any other digital or electronic means shall be effective as delivery of a manually executed counterpart of this Agreement.

12.4 Severability. In the event that any condition, covenant, or other provision herein contained is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained. If such condition, covenant, or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

12.5 Clauses, Appendices, and Schedules. References in this Agreement to clauses, appendices, or schedules are, unless otherwise specified, references to clauses of and appendices and schedules to this Agreement and together the clauses, appendices and schedules shall together constitute this Agreement.

12.6 Assignment. No assignment, transfer, or charge may be made by any Party of all or any of its rights in respect of this Agreement without the prior written consent of the other Party.

12.7 Construction. Each Party acknowledges and agrees that this Agreement is a legally binding contract; that it has had ample opportunity to consult with legal counsel of its choice; that it is entering into this Agreement freely and voluntarily; and therefore, in any construction of the terms hereof, that this Agreement shall not be construed against either Party on the basis of that Party being the drafter of this Agreement or any provision or term of the same.

12.8 Governing Law. This Agreement shall, in all respects, including all matters of construction, validity and performance, be governed by and construed in accordance with the laws of the State of California applicable to contracts entered into in the State of California by residents of such State and to be performed entirely with such State. Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Ventura, State of California, and CAI covenants and agrees to submit to the personal jurisdiction of such Court in the event of such action.

12.9 Entire Agreement. The Agreement contains the entire agreement of the Parties, and no representations, inducements, promises, or agreements otherwise between the Parties not embodied herein or incorporated herein by reference shall be of any force or effect.

**IN WITNESS THEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT AS OF THE EFFECTIVE DATE.**

**VENTURA COUNTY FIRE  
PROTECTION DISTRICT**

By: 

**COULSON AVIATION USA, LLC**

By: 

Name: Mark Lorenzen

Title: Fire Chief

Date: 5/20/21

Name: Brittan Coulson

Title: President + COO

Date: 5/25/21

**APPENDIX 1**

**PUBLIC AIRCRAFT LEASE AND SERVICES AGREEMENT**

**Insurance Schedule**

**Certificate of Insurance**

Certificate No. 118620

Rev. Date: 6/17/2021

This is to certify that the policy(ies) of insurance as described below have been issued to the Insured for whom this Certificate is executed and is/are in force at this time. This Certificate is issued for information only and confers no rights upon the holder. This Certificate neither affirmatively nor negatively amends, extends or alters the coverage afforded by such policy(ies) or binder(s) stated herein. This certificate cancels and supersedes all previously issued certificates.

**Certificate Holder:** Ventura County Fire Protection District  
Attn: Gary Monday, Division Chief, West County Operations  
165 Durley Avenue  
Camarillo, CA 93010-8586

**Named Insured:** Coulson Aviation (USA) Inc.  
610 SW Alder Street  
Suite 910  
Portland, OR 97205

**Policy Type:** Aircraft Hull & Liability and Aviation General Liability Policy

**Policy Period:** May 10, 2021 to May 10, 2022 both days at 12:01am Local Standard Time at the address of the Named Insured shown above

<b>Insurer(s):</b>	<b>Company</b>	<b>Policy No(s).</b>
	Underwriters at Lloyd's of London and/or Various Foreign Insurance Companies through Arthur J. Gallagher (UK) Limited and following markets as on file.	SA0282521

**Aircraft Insured:** All Boeing and Sikorsky Rotor Wing Aircraft Owned, Operated, and/or Leased by the Named Insured

**Coverage & Limits****Coverage**

A) Aircraft Hull "All Risks" In Flight / Not In Flight  
B) Aircraft Liability including Passenger, Baggage, and Cargo Liability  
C) Aviation General Liability including Premises & Operations Liability, Hangarkeeper's Liability, and Products & Completed Operations Liability

**Coverage Limit**

A) As agreed with the Named Insured  
B) \$50,000,000 Combined Single Limit, each aircraft, each occurrence  
C) \$50,000,000 Combined Single Limit, each occurrence and in the annual aggregate with respect to Products & Completed Operations Liability

**Certificate Provisions**

It is agreed that the Certificate Holder(s), and its/their respective directors, officers, employees, and agents and the State of California are hereby included as Additional Insured(s) under Coverage B and C above solely with respect to liability arising from the operations of the Named Insured.

Insurer(s) shall endeavor to provide the Certificate Holder(s) with thirty (30) days advance written notice of policy cancellation or reduction in coverage where initiated by Insurer(s).

  
Authorized Representative

## APPENDIX 2

### PUBLIC AIRCRAFT LEASE AND SERVICES AGREEMENT

#### Public Aircraft Declaration

[on the District letterhead]

[insert date]

COULSON AVIATION (USA) INC.  
Attn: Wayne Coulson, President & CEO  
4890 Cherry Creek Road  
Port Alberni, BC  
Canada V9Y 8E9

**Re: Public Aircraft Declaration**

Dear Mr. Coulson:

As you know, the **VENTURA COUNTY FIRE PROTECTION DISTRICT** (the District), a fire protection district operating pursuant to California Health and Safety Code section 13800 et seq., entered into that certain “PUBLIC AIRCRAFT LEASE AND SERVICE AGREEMENT,” dated April 1, 2021, with **COULSON AVIATION (USA) INC.** (CAI) (collectively, the “Agreement”) under which CAI will exclusively lease the Sikorsky S-61 helicopter or the Sikorsky UH-60 to the District and provide the exclusive services of such aircraft for a governmental function such as intelligence missions, firefighting, or biological or geological resource management of the District during the Initial Term and the Extended Term (if any) of such Agreement, which are 150 calendar days and an additional 30 calendar days, respectively. We hereby declare that under Title 49 of the United States Code and in accordance with FAA Notice of Policy Regarding Civil Aircraft Operators Providing Contract Support to Government Entities (Public Aircraft Operations) published on March 23, 2011 in the Federal Register, and FAA Advisory Circular No. 00-1B, the governmental functions and the operations contemplated by the Agreement qualify as Public Aircraft Operations (PAO). As such, we acknowledge that we have to provide this declaration to that effect, which CAI in turn shall provide to the FAA, prior to commencement of operations under the Agreement. Below is information in support of this declaration, which is intended to apply to all flights operated by CAI pursuant to the Agreement.

**Name of civil operator (the contracted operator):** Coulson Aviation (USA) Inc.

**Aircraft type(s) to be used for the PAO:** *[describe aircraft]*

**Name of aircraft owner(s):** *reference registered owner of Aircraft*

**Aircraft registration number(s):** *[registration marks]*

**Date of contract:**

**Date of proposed first flight as a PAO:**

**Date contract terminates:**

**Name of the government entity declaring public aircraft status (the government**

**entity contracting for aircraft services): VENTURA COUNTY FIRE PROTECTION DISTRICT**

**Name, title, and contact information for the government official making the declaration of PAO status: Nature of operations (include enough detail to demonstrate that the flights are for a governmental function under the statute):** The Aircraft will be dedicated exclusively during the 150-day Initial Term and the 30-day Extended Term (if any) of the Agreement to providing intelligence missions, firefighting, biological or geological resource management within the boundaries of the District and Southern California Edison service territory.

Should there be any questions or if additional information is needed, please feel free to contact me.

Sincerely,

[insert signatory and title]

# VENTURA COUNTY FIRE PROTECTION DISTRICT

**MARK LORENZEN**  
County Fire Chief



165 Durley Avenue  
Camarillo, CA 93010-8586  
(805) 389-9710  
FAX (805) 388-4356

May 20, 2021

COULSON AVIATION (USA) INC.  
Attn: Wayne Coulson, President & CEO  
4890 Cherry Creek Road  
Port Alberni, BC  
Canada V9Y 8E9

**Re: Public Aircraft Declaration**

Dear Mr. Coulson:

As you know, the **VENTURA COUNTY FIRE PROTECTION DISTRICT** (the District), a fire protection district operating pursuant to California Health and Safety Code section 13800 et seq., entered into that certain "PUBLIC AIRCRAFT LEASE AND SERVICE AGREEMENT," dated April 22, 2021, with **COULSON AVIATION (USA) INC.(CAI)** (collectively, the "Agreement") under which CAI will exclusively lease the Sikorsky S-61 helicopter or the Sikorsky UH-60 to the District and provide the exclusive services of such aircraft for a governmental function such as intelligence missions, firefighting, or biological or geological resource management of the District during the Initial Term and the Extended Term (if any) of such Agreement, which are 150 calendar days and an additional 30 calendar days, respectively. We hereby declare that under Title 49 of the United States Code and in accordance with FAA Notice of Policy Regarding Civil Aircraft Operators Providing Contract Support to Government Entities (Public Aircraft Operations) published on March 23, 2011 in the Federal Register, and FAA Advisory Circular No. 00-1B, the governmental functions and the operations contemplated by the Agreement qualify as Public Aircraft Operations (PAO). As such, we acknowledge that we have to provide this declaration to that effect, which CAI in turn shall provide to the FAA, prior to commencement of operations under the Agreement. Below is information in support of this declaration, which is intended to apply to all flights operated by CAI pursuant to the Agreement.

**Name of civil operator (the contracted operator):** Coulson Aviation (USA) Inc.  
**Aircraft type(s) to be used for the PAO:** Sikorsky S-61  
**Name of aircraft owner(s):** Coulson Aviation (USA) Inc.  
**Aircraft registration number(s):** N261CG and manufacturer's serial number 61257  
**Date of contract:** June 15, 2021

***Committed to Excellence...Delivered with Pride***

**Providing protection and preservation of life, property and environment to:** The Cities of Camarillo, Moorpark, Ojai, Port Hueneme, Santa Paula, Simi Valley, Thousand Oaks, and the unincorporated areas of Ventura County.



**Date of proposed first flight as a PAO:** June 15, 2021

**Date contract terminates:** November 11, 2021 (150 days) and up to December 11, 2021

**Name of the government entity declaring public aircraft status (the government entity contracting for aircraft services):** VENTURA COUNTY FIRE PROTECTION DISTRICT

**Name, title, and contact information for the government official making the declaration of PAO status:** Mark Lorenzen, Fire Chief

Ventura County Fire Department

165 Durley Avenue, Camarillo, CA 93010

Office Telephone: (805) 389-9704

**Nature of operations (include enough detail to demonstrate that the flights are for a governmental function under the statute):** The Aircraft will be dedicated exclusively during the 150-day Initial Term and the 30-day Extended Term (if any) of the Agreement to providing intelligence missions, firefighting, biological or geological resource management within the boundaries of the District and Southern California Edison service territory.

Should there be any questions or if additional information is needed, please feel free to contact me.

Sincerely,



Mark Lorenzen  
Fire Chief