

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

This FUNDING AGREEMENT BY AND BETWEEN THE VENTURA COUNTY FIRE PROTECTION DISTRICT AND SOUTHERN CALIFORNIA EDISON COMPANY (this "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 date it becomes signed by both Parties (the "Effective Date"). VCFPD and SCE may be referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the southern California region has experienced longer and more severe wildfire seasons due to, among other things, extreme weather variability associated with climate change;

WHEREAS, to increase the effectiveness of aerial response to wildfires, VCFPD wishes to enter into a 383-day Lease and Services Agreement with Coulson Aviation, Inc. ("Coulson") ("VCFPD-Coulson Contract") for the lease and operation of a Sikorsky S-61(151 days) and a CH-47 (232 days), or their equivalents 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 offered to provide VCFPD funding for part of the VCFPD-Coulson Contract, namely for the fixed lease costs relating to stand-by time for the Fire Suppression Assets (with VCFPD funding that part of the VCFPD-Coulson Contract relating to flight time), and 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; and

WHEREAS, the Parties desire to enter into this Agreement to set forth the terms and conditions pursuant to which SCE will contribute funds to VCFPD for only that portion of the VCFPD-Coulson Contract related to the fixed lease costs for the stand-by time for the Fire Suppression Assets.

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

1. Funding.

Within seven business days of the Effective Date, SCE will electronically transfer a payment in the amount of \$9,340,000.00 (the "Funding Amount") to VCFPD. VCFPD will use this payment exclusively to fund the stand-by time portion of the VCFPD-Coulson Contract, which must begin on December 13, 2022 and last for 383 days (the "Contract Period"), unless a different contract period is agreed to by the Parties in writing. This Agreement will not require SCE to pay or fund the "flight time" portion of the VCFPD-Coulson Contract, which includes the costs required to operate the Fire Suppression Assets.

The Parties acknowledge that time is of the essence in performing their obligations under this Agreement. If, for any reason, VCFPD does not enter into the VCFPD-Coulson Contract by December 13, 2022, or such other date agreed to by the Parties in writing, then VCFPD shall return the entire payment to SCE.

2. Roles and Responsibilities.

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 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 delegates), and obtain their consent for the intended use of the Fire Suppression Assets; provided further that the Fire Suppression Assets will promptly return to SCE's service territory if the Fire Suppression Assets are necessary or useful to assist in firefighting efforts in SCE's service territory.

SCE's sole responsibility under this Agreement shall be to provide VCFPD the Funding Amount to defray, in part, the amounts payable by VCFPD to Coulson under the VCFPD-Coulson Contract for the Fire Suppression Assets. With the limited exception of the first paragraph in this Section 2, SCE shall have no authority whatsoever to direct VCFPD's operation or use of the Fire Suppression Assets and shall not be a party to the VCFPD-Coulson Contract. As between SCE and VCFPD, VCFPD shall at all times be solely responsible for the safe and lawful operation and use of the Fire Suppression Assets, including mission operations, deployment, maintenance, basing and positioning, pilot readiness, and ground support, and compliance with the terms and conditions of the VCFPD-Coulson Contract and all payments thereunder.

SCE may 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, SCE makes no representation or warranty as to the accuracy or completeness of such forecasts and information in connection with this Agreement.

3. Data Collection.

VCFPD will 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 or retardant dropped and number of drops per fire, (c) number and location of wildfires attacked, and (d) whether and to what extent the Fire Suppression Assets is utilized outside of SCE's service territory. VCFPD shall work with Coulson Aviation to submit the foregoing data in a GIS shapefile to SCE on a monthly basis on the first day of each calendar month beginning on January 13, 2023 through the Contract Period and within five days of SCE's written request therefore at any other time during the Contract Period.

4. Indemnification.

To the maximum extent permitted by law, VCFPD shall indemnify, defend, and hold harmless SCE, and its respective successors, assigns, affiliates, subsidiaries, parent companies, officers, directors, agents, and employees ("Indemnified Parties"), from and against any and all third-party expenses, claims, losses, damages, liabilities or actions in respect thereof (including reasonable attorneys' fees and reasonably allocated cost of in-house counsel) ("Claims") to the extent arising from or related to the VCFPD-Coulson Contract, or operation or use (including, but not limited to, prepositioning and tasking) of the Fire Suppression Assets. For clarity, regardless of whether SCE's equipment was a cause of the wildfire, the preceding indemnification does not obligate VCFPD to indemnify, defend, or hold harmless SCE from any third-party claim that SCE caused the wildfire, but only to claims that the operation or use of the Fire Suppression Asset resulted in damage to a third-party. VCFPD's obligation to indemnify under this Section 4 shall not apply to any Claim that arises from the fraud, gross negligence, or willful misconduct of SCE or the Indemnified Parties relating to the performance of this Agreement.

5. Authority to Contract.

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

6. 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.

7. Public Announcements.

Neither Party may issue any press release regarding this 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 to the other Party a copy of the press release and obtains the other Party's 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 having jurisdiction over a Party, then the Parties shall work in good faith to develop a mutually acceptable announcement.

Notwithstanding the foregoing, SCE acknowledges that VCFPD is a public agency subject to the requirements of the Ralph M. Brown Act (California Government Code section 6250 et seq.) and the California Public Records Act (California Government Code section 54950 et seq.) and

therefore agrees that VCFPD may enter into this Agreement only after the Ventura County Board of Supervisors, acting as the Ventura County Fire Protection District Board of Directors, approves this Agreement at a public meeting and that this Agreement is a public record subject to disclosure under the California Public Records Act.

8. Term and Survival.

This Agreement shall be effective as of the Effective Date through the date that all of the Parties' obligations hereunder 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 Section 4 ("Indemnification") and Section 11 ("Governing Law").

9. Written Notices.

All notices, requests, demands, and determinations under this 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: Nick Cleary
165 Durley Avenue
Camarillo, CA 93010-8586
Email: nicholas.cleary@ventura.org

If to SCE, addressed to:

Don Daigler
Southern California Edison Company
2244 Walnut Grove Ave.
Rosemead, CA 91770
Email: Donald.Daigler@sce.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

With Copy To:

County of Ventura
Attn: Office of the County Counsel
800 South Victoria Avenue, L#1830
Ventura, CA 93009

10. Assignment.

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

11. 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.

12. 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, 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.

13. 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. The Parties agree that this Agreement may be transmitted and signed by electronic or digital means by either or both Parties and that such signatures shall have the same force and effect as original signatures, in accordance with California Government Code section 16.5 and California Civil Code section 1633.7.

[Signatures on Following Page]

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

**VENTURA COUNTY FIRE
PROTECTION DISTRICT**

By: _____
Dustin Gardner
Fire Chief

Date: _____

“SCE”

**SOUTHERN CALIFORNIA EDISON
COMPANY**

DocuSigned by:
By: *Jill C. Anderson*

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Date: 12/2/2022

Name: Jill C. Anderson
Title: Executive Vice-President, Operations