

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

Attachment A

STANDARD AGREEMENT

AGREEMENT NUMBER
7CA07781

PURCHASING AUTHORITY NUMBER (If Applicable)

STD 213 (Rev. 04/2020)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

California Department of Forestry and Fire Protection (CAL FIRE)

CONTRACTOR NAME

County of Orange

2. The term of this Agreement is:

START DATE

July 1, 2026

THROUGH END DATE

June 30, 2029

3. The maximum amount of this Agreement is:

\$71,605,689.00 - Seventy-One Million Six Hundred Five Thousand Six Hundred Eighty-Nine Dollars and Zero Cents

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Scope of Work	7
Exhibit B	Budget Detail and Payment Provisions	2
Exhibit C *	General Terms and Conditions (GTC 02/2025)	-
+ - Exhibit D	Special Terms and Conditions	1
+ - Exhibit E	Additional Provisions	1
+ - Exhibit F	Gray Book	1
+ - Exhibit G	Operating Plan	1
+ - Attachment 1	Delegation and Assignment of State Fire Protection Agreement	2

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

County of Orange

CONTRACTOR BUSINESS ADDRESS

P.O. Box 57115

CITY

Irvine

STATE

CA

ZIP

92602

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

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AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
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STD 213 (Rev. 04/2020)

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

California Department of Forestry and Fire Protection (CAL FIRE)

CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
P.O. Box 944246	Sacramento	CA	94244

PRINTED NAME OF PERSON SIGNING	TITLE
Matthew Sully	Deputy Director, Cooperative Fire Protection

CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)

**STD 213
ADDITIONAL SIGNATURES**

SOUTHERN REGION, DEPARTMENT OF
FORESTRY AND FIRE PROTECTION

By:

Signature

Mike van Loben Sels
Southern Region Chief
CAL FIRE

Date _____

APPROVED AS TO FORM:

By:

Signature

Chairperson
Orange County Board of Supervisors

Date _____

ATTEST:

By:

Signature

Clerk of the Board
Orange County

APPROVED AS TO FORM:

BY:

DocuSigned by:
James Steinmann
140DEC93F951497...

Signature

County Counsel
Orange County

Date 7/27/2026

EXHIBIT A
(Scope of Work)

SCOPE OF WORK

1. Contract agreement between California Department of Forestry and Fire Protection (CAL FIRE) and County of Orange to provide wildland fire protection services as described herein:

Contractor shall provide all materials, labor, equipment, tools, permits, taxes, travel, and fees necessary to provide wildland fire protection services.

2. The terms and conditions of this agreement have been previously reviewed and approved by the Department of General Services (DGS) during prior agreement reformats and rewrites. The completed agreement signed by CAL FIRE (STATE) and County of Orange (COUNTY) provides wildland fire protection to State Responsibility Area (SRA) lands within COUNTY pursuant to Public Resources Code (PRC) Section 4129. Agreement also provides for COUNTY to assist STATE outside of COUNTY on a reimbursable basis when requested by STATE. Agreement contains a hold over clause for time required to obtain agency review and approvals.
3. The Agreement may be amended to add additional funds.
4. The services shall be performed on State Responsibility Area (SRA) within the County of Orange.
5. Any reference to CAL FIRE Project Representative shall also include their designee.
6. The services shall be provided during any 24-hour period, Monday through Sunday, year-round.
7. The Project Representatives during the term of this Agreement will be:

Direct all operating inquiries to:

California Department of Forestry and Fire Protection (CAL FIRE)	Contractor: County of Orange
Name: Patrick Aguada, Deputy Chief, Contract Counties Program	Name: TJ McGovern, Fire Chief, Orange County Fire Authority
Address: P.O. Box 944246 Sacramento, CA 94244	Address: 1 Fire Authority Road Irvine, CA 92602
Phone: (916) 709-9819	Phone: (714) 573-6000
Email: Patrick.Aguada@fire.ca.gov	Email: TJMcGovern@ocfa.org

Direct all other inquiries to:

California Department of Forestry and Fire Protection (CAL FIRE)	Contractor: County of Orange
Name: Patrick Aguada, Deputy Chief, Contract Counties Program	Name: Robert Cortez, Assistant Chief Business Services Orange County Fire Authority
Address: P.O. Box 944246 Sacramento, CA 94244	Address: 1 Fire Authority Road Irvine, CA 92602
Phone: (916) 709-9819	Phone: (714) 573-6012
Email: Patrick.Aguada@fire.ca.gov	Email: RobertCortez@ocfa.org

EXHIBIT A
(Scope of Work)

8. This AGREEMENT, made between the County of Orange, through its Board of Supervisors, hereinafter called COUNTY, and the State of California, Department of Forestry and Fire Protection (CAL FIRE), through duly appointed, qualified, and acting officers, hereinafter called STATE. Where the standard clauses, for example in Exhibit C, use the word "Contractor" that word shall mean COUNTY as COUNTY is used in this Agreement.

9. Recitals

The STATE and the COUNTY agree that the background of this Agreement is as follows:

- A. There are within COUNTY areas designated by the State Board of Forestry and Fire Protection as State Responsibility Areas (SRA) for fire protection through authority vested in STATE by Section 4125, of the Public Resources Code.
- B. STATE and COUNTY will comply with the following: Public Resources Code Sections 4129, 4130, 4131, 4132, 4133, 4134, and 4135. Public Resources Code Section 4129 provides that the board of supervisors of any county may elect by ordinance to assume responsibility for the prevention and suppression of all fires on all land in the county, including lands within state responsibility areas when the Director of Forestry and Fire Protection concurs in accordance with criteria adopted by the State Board of Forestry and Fire Protection, but not including lands owned or controlled by the federal government or any agency of the federal government or lands within the exterior boundaries of any city. After the effective date of the contract referred to in Section 4133, the county shall exercise for the duration of the contract all the duty, power, authority, and responsibility for the prevention and suppression of all fires on all land in the county for which the county is authorized by this section to elect to assume responsibility.
- C. Public Resources Code Section 4135 permits the STATE to require funds paid to COUNTY shall be expended by COUNTY for the sole purpose to fund the fire suppression resources outlined in the "Gray Book", incorporated by reference and marked **Exhibit F, Gray Book** of this Agreement, for fire prevention, pre-suppression forces, preparedness, and suppression of all fires on State Responsibility Areas (SRA) within COUNTY'S SRA Protection Areas (CPA); and STATE, by authority of Section 4475, of the Public Resources Code, may enter into contracts for prescribed burning on wildlands.
- D. Public Resources Code Section 4141 permit State to assign responsibility to a Federal Forest Agency within the COUNTY for the prevention and suppression of all fires on State Responsibility Areas (SRA) within Federal Wildland Fire Agency's Direct Protection Areas.
- E. Designated State Responsibility Areas (SRA) in Federal Forest Agency's Direct Protection Areas are delineated on maps on file with the STATE in Sacramento, California.
- F. Designated State Responsibility Areas (SRA) in COUNTY'S SRA Protection Areas (CPA) are delineated on maps on file with the STATE in Sacramento, California.
- G. STATE recognizes the capability and efficiency of the COUNTY fire protection organization now maintained by the COUNTY and its qualification to provide the fire protection services described within this Agreement.
- H. COUNTY has the responsibility for providing life and property fire protection in areas designated as State Responsibility Areas (SRA) within COUNTY'S SRA Protection Areas (CPA).
- I. Under the Budget Act, and in accordance with the STATE'S Fire Protection Plan, there is annually appropriated to CAL FIRE, funding for wildland fire protection in said COUNTY.
- J. COUNTY has delegated its duties and assigned its rights to Orange County Fire Authority ("**OCFA**") in order to provide the wildland fire protection services in this Agreement to STATE for many years, which STATE agrees is in its best interest and, therefore, consents to the assignment.

10. State and County Responsibilities (Detailed Scope of Work)

- A. The STATE and the COUNTY agree that the following work shall be done under this Agreement:
 - 1) STATE shall supply to COUNTY, the **Exhibit F, Gray Book**, which outlines and describes the organization to be funded by the STATE to provide fire protection services on a total of approximately 106,200 acres of State Responsibility Area (SRA) within COUNTY'S SRA Protection Areas (CPA).

EXHIBIT A
(Scope of Work)

- 2) COUNTY shall provide to STATE a plan of operations and organization for the COUNTY department contemplated hereunder on forms approved by the STATE, a copy of which is attached marked **Exhibit G, Operating Plan** of this Agreement, which shall show that COUNTY organization is capable of meeting the requirements set forth in **Exhibit F, Gray Book**.
- 3) STATE shall jointly develop and review annually with the COUNTY on the Operating Plan that will document the specific factors to COUNTY. The factors may include specific dispatching procedures, pre-approved initial attack dispatch levels, agency fire protection organization, reimbursement criteria, and other elements agreed to by the STATE and the COUNTY. Final approval of the operating plan is at the sole discretion of STATE due to its responsibility of ensuring compliance with STATE standards.
- 4) The STATE'S designated representative shall annually examine, on-the-ground with the COUNTY'S designated representative, the facilities and services the COUNTY has made available in order to ascertain whether the terms of the Agreement have been met. In addition to the annual examination, COUNTY shall permit inspection, at any time by representatives of STATE, of crews, vehicles, property, and other components of the organization established under the terms of this Agreement.
- 5) The parties agree that if the operations or organization of COUNTY, in reasonable judgment of the STATE, fail to meet the standard of protection required by this Agreement it is a material breach of this Agreement, provided that the STATE allow the COUNTY a 60-day opportunity to cure after the STATE'S written notice specifying the unmet standards and the COUNTY continues to fail to meet the standard of protection as noticed.
- 6) For the purpose of effecting mutual aid in times of fire emergency, either STATE or COUNTY may contribute without cost to the other, such persons and facilities as the contributing party may be willing and able to contribute, and which the receiving party may be willing to accept and direct; this provision shall not abrogate the terms and conditions specified in any other written agreement entered into by the parties hereto, for the specific purpose of exchanging fire control forces, either on a voluntary or upon a pay basis.
- 7) Rewards as provided in PRC Section 4417 may be paid by STATE from funds not included in this contract upon recommendation of the Chief of the COUNTY'S department.
- 8) COUNTY shall furnish adequate supervision for said fire protection through a qualified and duly appointed Chief Officer of the department providing services contemplated hereunder. When it becomes necessary to contract for the services of other entities to suppress a wildland fire on State Responsibility Area (SRA) within COUNTY'S SRA Protection Areas (CPA), STATE agrees to accept its proportionate level of financial responsibility for those contracts and services required to protect State Responsibility Areas (SRA) within COUNTY'S SRA Protection Areas (CPA), provided that the COUNTY obtains prior approval from STATE and exercises reasonable care and due diligence in the selection and the supervision of the contracting entities.
- 9) COUNTY shall submit, when required by the STATE, reports relating to fire occurrence and history, law enforcement, personnel status, and fire prevention activity.
- 10) COUNTY shall annually appropriate and expend a sum not less than the amount established annually in the STATE'S Budget Act for said COUNTY for the purpose of preventing and suppressing forest fires as defined in Section 4103, of the Public Resources Code, on the designated State Responsibility Areas (SRA) within COUNTY'S SRA Protection Areas (CPA) during the term of this Agreement.
- 11) COUNTY shall comply with applicable rules and regulations for prescribed burning of wildlands as described in Sections 4461 to 4480, of Public Resources Code.
- 12) COUNTY shall conduct and document complete origin-and-cause investigations, identify fire-cause trends, and maintain qualified Wildland Fire Investigators (INVF). Investigators shall complete a 10-Category Report for each incident and submit a draft within 90 days of the incident's end date to the Region Fire Prevention/Law Enforcement Deputy Chief or designee. COUNTY shall investigate all FMAG fires, seek reimbursement when applicable, and complete the monthly SRA fire reporting spreadsheet. ~~Contact the~~

EXHIBIT A (Scope of Work)

Administrative Unit Fire Prevention Bureau Chief or Region Fire Prevention/Law Enforcement Duty Chief for complex investigations, cases needing expert support, investigations involving legal violations, negligence, criminal or cost-recovery action, or when an arson series is identified.

Civil Cost Recovery (CCR)

For wildfires within COUNTY SRA Protection Areas, STATE and COUNTY may jointly investigate fires to avoid duplication and may establish a written agreement. CCR procedures are outlined in Exhibit G, Operating Plan, Appendix Q, Fire Suppression Civil Cost Recovery. The initial STATE contact is the STATE Region Fire Prevention/Law Enforcement Duty Chief.

COUNTY shall submit the monthly SRA fire reporting spreadsheet and actions taken to the STATE Region Fire Prevention/Law Enforcement Deputy Chief or designee. STATE may pursue cost recovery independently and will notify COUNTY, offering the option to participate. Upon request, COUNTY shall provide STATE with all relevant investigative documentation, interviews, reports, and evidence needed to support cost recovery. For jointly or independently pursued cost recovery cases, STATE and COUNTY must participate in a pre-settlement conference and notify each other before entering into any agreements. When investigations by either agency find sufficient evidence for civil or criminal action, COUNTY and STATE will notify each other before proceeding. A copy of the report will be provided to STATE before submission to the District Attorney in criminal cases, unless the District Attorney deems the report to be evidence that cannot be released. Immediate notification can be made through the STATE Region Fire Prevention/Law Enforcement Duty Chief.

Should the STATE decide or discover that it will no longer pursue a joint cost recovery case on behalf of the COUNTY, the STATE will notify the COUNTY at least three months, or as early as practicable, prior to the expiration of statutory filing dates for any legal actions.

- 13) COUNTY shall provide monthly statistics outlining fire prevention inspections. Fire prevention inspections will include, but are not limited to, defensible space inspections (LE-100a Notice of Defensible Space Inspections).
- 14) COUNTY shall maintain current and accurate data in CalMAPPER (CAL FIRE Management Activity Project Planning & Event Reporter). CalMAPPER is a component of the Unit Fire Plans that tracks spatial location, activities, costs and cooperators for Pre-Fire fuel reduction projects. COUNTY shall update CalMAPPER **by the 5th of each month** with fuels project acres completed within the previous month. STATE will provide training, technical support and quality control for CalMAPPER.
- 15) COUNTY shall provide an updated Fire Plan to the STATE annually.
- 16) STATE consents to COUNTY's delegation of its duties and assignment its rights to OCFA through a delegation and assignment in a form substantially similar to the one attached as **Attachment 1, Delegation and Assignment of State Fire Protection Agreement**.

B. Emergency Operations

When COUNTY resources, equipment, and/or personnel are assigned to a State Responsibility Area (SRA) wildland fire within COUNTY'S SRA Protection Area (CPA), costs over and above the **Exhibit F, Gray Book** allotment may be reimbursed by STATE. Such reimbursements will be in accordance with the following provisions:

- 1) COUNTY may use and bill STATE for COUNTY-funded engine companies, bulldozers, hand crews, aircraft, specialized equipment, and overhead personnel when used to protect STATE interests. Under certain conditions as outlined in the STATE/COUNTY **Exhibit G, Operating Plan** of this Agreement, COUNTY may also bill STATE for STATE-funded COUNTY engine companies, hand crews, and bulldozers. These reimbursements to COUNTY will be from the STATE Emergency Fund and shall be in addition to the annual payment amount described in **Exhibit B, Section 1.C**, of this Agreement.

EXHIBIT A
(Scope of Work)

- 2) The following conditions shall apply for reimbursement of COUNTY engine companies, bulldozers, aircraft, specialized equipment, hand crews, and overhead personnel:
- a. **ENGINE COMPANIES**
 - i. STATE shall reimburse COUNTY for engine companies when used on a State Responsibility Area (SRA) wildland fire within the COUNTY'S SRA Protection Areas (CPA) in accordance with criteria for determining reimbursement eligibility as outlined in the STATE/COUNTY **Exhibit G, Operating Plan** of this Agreement.
 - ii. STATE shall reimburse COUNTY for engine companies that provide move-up and cover to COUNTY stations within the COUNTY when such cover assignments are the result of State Responsibility Areas (SRA) wildland fire within COUNTY'S SRA Protection Areas (CPA). Specific conditions for approval of move-up and cover assignments shall be outlined in the STATE/COUNTY **Exhibit G, Operating Plan** of this Agreement.
 - iii. Reimbursement of COUNTY engine companies shall be based on COUNTY rates on file with STATE at time of initial dispatch.
 - iv. COUNTY engines billed to STATE must be identified by an incident order and request number and the associated cost; such costs shall be limited to engines and actual assigned personnel.
 - b. **BULLDOZERS**
 - i. STATE shall reimburse COUNTY for COUNTY bulldozers when used on a State Responsibility Area (SRA) wildland fire within COUNTY'S SRA Protection Areas (CPA) in accordance with criteria for determining reimbursement eligibility as outlined in the STATE/COUNTY **Exhibit G, Operating Plan** of this Agreement.
 - ii. Reimbursement of COUNTY bulldozers, dozer transports, dozer tenders, and operators shall be based on COUNTY operating rates on file with STATE at time of initial dispatch.
 - iii. COUNTY bulldozers billed to STATE must be identified by an incident order and request number and the associated cost; such costs shall be limited to bulldozer, dozer transport, dozer tender, and actual assigned personnel.
 - iv. COUNTY shall provide STATE a list of bulldozers, size, model, and identification number, which shall be subject to this Agreement. These shall be included in the STATE/COUNTY **Exhibit G, Operating Plan** of this Agreement.
 - c. **AIRCRAFT**
 - i. STATE shall reimburse COUNTY for COUNTY Agency aircraft, in alignment with the closest resource concept, when used on a State Responsibility Area (SRA) wildland fire within COUNTY'S SRA Protection Areas (CPA) in accordance with criteria for determining reimbursement eligibility as outlined in the STATE/COUNTY **Exhibit G, Operating Plan** of this Agreement. If closest resource concept is not utilized, the STATE's approval shall be required for reimbursement.
 - ii. Reimbursement of COUNTY aircraft shall be based on COUNTY operating rates on file with STATE at time of initial dispatch.
 - iii. STATE shall reimburse for actual personnel assigned to COUNTY aircraft at the COUNTY rate.
 - iv. COUNTY aircraft and helitender billed to STATE must be identified by an incident order and request number and the associated cost.

EXHIBIT A
(Scope of Work)

- v. COUNTY shall provide STATE a list of aircraft by make, model, and aircraft identification number, which shall be subject to this Agreement. These shall be included in the STATE/COUNTY **Exhibit G, Operating Plan** of this Agreement.
 - d. **SPECIALIZED EQUIPMENT**
 - i. STATE shall reimburse COUNTY for COUNTY specialized equipment when used on a State Responsibility Area (SRA) wildland fire within COUNTY'S SRA Protection Areas (CPA) in accordance with criteria for determining reimbursement eligibility as outlined in the STATE/COUNTY **Exhibit G, Operating Plan** of this Agreement.
 - ii. For the purpose of this Agreement, Specialized Equipment shall include but is not limited to water tenders and overhead vehicles. Other kinds of specialized equipment may be eligible for reimbursement if authorized by STATE.
 - iii. Reimbursement of COUNTY specialized equipment shall be based on COUNTY operating rates on file with STATE at time of initial dispatch.
 - iv. COUNTY specialized equipment billed to STATE must be identified by an incident order and request number and the associated cost; such cost shall be limited to the cost of the equipment usage and equipment operator.
 - e. **HAND CREWS**
 - i. STATE shall reimburse COUNTY for COUNTY hand crews when used on a State Responsibility Area (SRA) wildland fire within COUNTY'S SRA Protection Areas (CPA) in accordance with criteria for determining reimbursement eligibility as outlined in the STATE/COUNTY **Exhibit G, Operating Plan** of this Agreement.
 - ii. When the California Department of Corrections and Rehabilitation (CDCR) or other State Agency pays the base salary of a hand crew, including COUNTY fire department supervisors, correctional officers, and inmates, then STATE shall only pay those costs which exceed the basic salary of the crew (e.g., overtime and incidental operating expenses) accrued on the emergency.
 - iii. The STATE shall reimburse for additional COUNTY personnel needed as crew strike team leaders to a limit of one strike team leader per crew strike team, as defined in Incident Command System (ICS) standards for a crew strike team and for one technical specialist-crews per incident.
 - f. **OVERHEAD PERSONNEL**
 - i. STATE shall reimburse COUNTY for COUNTY overhead personnel and any strike team leader trainee when used on a State Responsibility Area (SRA) wildland fire within the COUNTY'S SRA Protection Areas (CPA) in accordance with criteria for determining reimbursement eligibility as outlined in the STATE/COUNTY **Exhibit G, Operating Plan** of this Agreement.
 - ii. Reimbursement of COUNTY Overhead Personnel shall be based on COUNTY rates on file with STATE at the time initial dispatch.
- 3) **NOTIFICATION**
- a. Whenever COUNTY expects payment for services under the provisions of this paragraph, COUNTY must notify STATE of the commitment of any of these resources that have been pre-approved for use as an element of initial attack and so documented in the STATE/COUNTY **Exhibit G, Operating Plan** of this Agreement. This notification must occur within one hour of the initial dispatch so that an appropriate audit trail can be established.

EXHIBIT A
(Scope of Work)

- b. For those resources employed after initial attack, notification will occur when the request for approval of use is made to STATE.
- c. STATE shall reimburse COUNTY for COUNTY resources (equipment and personnel) when ordered by STATE or COUNTY in support of a special staffing pattern in accordance with conditions for approval of a special staffing pattern as outlined in the STATE/COUNTY **Exhibit G, Operating Plan** of this Agreement.

11. Assistance by Hire

- A. COUNTY resources (equipment and personnel) requested directly by STATE for an out-of-county assignment will be reimbursed as Assistance-for-Hire for actual costs incurred by COUNTY.
- B. For any State Responsibility Area (SRA) wildland fire where costs are incurred pursuant to the terms of this Agreement, STATE and COUNTY will comply with the processes and procedures for incident billing established in the STATE/COUNTY **Exhibit G, Operating Plan** of this Agreement.

EXHIBIT B
(Budget Detail and Payment Provisions)

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the STATE shall annually pay to COUNTY that amount which is set forth in the STATE'S budget for each fiscal year involved as the STATE'S contribution to the support of the organization maintained by COUNTY for the prevention and suppression of wildland fires on lands described herein. The total amount payable by STATE to COUNTY for Gray Book-County Budget Detail (**Exhibit F, Gray Book**) shall not exceed the amount specified in **Exhibit B, Section 1.C.** during the term of this Agreement. This amount shall not include payments to the COUNTY for COUNTY resources used to suppress STATE responsibility fires under conditions set forth in **Exhibit A, Paragraph 10. B.** of this Agreement.
- B. COUNTY shall request payment in an amount not to exceed the sum designated in Paragraph A above in the manner described hereinafter.
- C. Total Amount of this Agreement shall not exceed **\$71,605,689.00.**
- D. COUNTY shall prepare and submit "Gray Book" invoices to STATE monthly, quarterly, semi-annually, or annually at COUNTY'S option, in arrears after STATE has certified that such services have been satisfactorily provided in accordance with this Agreement, during the period covered by said invoice. The final statement for any fiscal year covered by this Agreement shall be submitted no later than sixty days following the end of that fiscal year. "Gray Book" invoices shall include the Agreement Number **7CA07781.**
- E. Invoice(s) shall be submitted to:

California Department of Forestry and Fire Protection (CAL FIRE)
Attention: Contract County Invoicing
23300 Castle Street
Riverside, CA 92518
(951) 782-4418
CALFIREContractCountiesInvoicing@fire.ca.gov

- F. In the event that the STATE during the term of this Agreement increases salary, augments staffing, or other expense items, having the effect of increasing such cost, **Exhibit F, Gray Book** may be amended to reflect such increase provided that funds have been appropriated and are available for such purpose. Similarly, in the event that the STATE receives a budget reduction having the effect of decreasing such cost, **Exhibit F, Gray Book** may be amended to reflect such decrease. In the event no appropriation is made for the purpose of this Agreement, the obligations of the parties to each other under this Agreement shall cease and this Agreement shall become null and void.

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State or offer an agreement amendment to Contractor to reflect the reduced amount.

EXHIBIT B
(Budget Detail and Payment Provisions)

3. Prompt payment clause

A. GRAY BOOK BILLING

When submitting "Gray Book" invoice, use line-item description "Fiscal Year (insert year) Wildland Fire Protection". For those COUNTY invoices that do not receive payment within 60 days, COUNTY can contact STATE to advise of non-payment with the STATE point of contact.

B. INCIDENT BILLING

Billing for approved STATE mission shall be submitted to STATE within 180 days of the incident control date. STATE shall approve invoices submitted by COUNTY within 60 days of receipt. If COUNTY or STATE, with good cause cannot meet this approval time frame, COUNTY or STATE may request an extension that will be done in writing. For those COUNTY invoices that do not receive payment after 60 days, COUNTY can contact STATE to advise of the non-payment with the STATE point of contact. Administrative charges may be added to the invoice to STATE, it will not be higher than the COUNTY administrative rate.

C. FMAG BILLING

Billing for qualifying FMAG reimbursement shall be submitted to the STATE 60 days prior to the FMAG Eligibility Close Date in order to meet STATE and FEMA requirements. If COUNTY, with cause, is unable to meet the deadline, COUNTY may request in writing to the CAL FIRE Contract County Program for an extension, not to exceed 30-days. For those COUNTY invoices that do not receive payment within 60 days, COUNTY can contact STATE to advise of non-payment with the STATE point of contact.

4. Gray Book Funding

County of Orange/California Department of Forestry and Fire Protection (CAL FIRE)

FISCAL YEAR	FUNDING SOURCE	AMOUNT
2026/2027	General Fund	\$21,528,310.00
	Greenhouse Gas Reduction Fund	\$840,520.00
2027/2028	General Fund	\$23,802,246.00
	Greenhouse Gas Reduction Fund	\$840,520.00
2028/2029	General Fund	\$23,753,573.00
	Greenhouse Gas Reduction Fund	\$840,520.00
AGREEMENT TOTAL		\$71,605,689.00

EXHIBIT D
(Special Terms and Conditions)

SPECIAL TERMS AND CONDITIONS

1. Excise Tax

The State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another state.

2. Settlement of Disputes

In the event of a dispute, within ten days of discovery of the problem, Contractor shall file a "Notice of Dispute" with:

California Department of Forestry and Fire Protection (CAL FIRE)
Attention: Deputy Chief of Contract Counties Program
P.O. Box 944246
Sacramento, CA 94244-2460

Within 10 days of CAL FIRE receiving Contractor's notice, the Contracts Representative or designee shall advise Contractor of the findings and recommend a method to resolve the dispute. Decision of the Contracts Manager or designee shall be final.

In the event of a dispute, the language contained within this Agreement shall prevail over any other language including that of the bid proposal.

3. Right to Terminate

Either party may terminate this Agreement at any time by giving a minimum of 12 months' notice to the other party. In the event of termination, STATE shall pay Contractor for all costs and un-cancelable obligations incurred to the date of termination up to but not exceeding the maximum amount payable.

However, the agreement can be immediately terminated for cause. (Refer to GTC 02/2025), Exhibit C, Item 7. Termination for Cause: <https://www.dgs.ca.gov/OLS/Resources>.

4. Subcontractors

Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

5. Force Majeure

Neither party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failures of performance constitute default, if such delay or failure is caused by "Force Majeure." As used in this section, "Force Majeure" is defined as follows: Acts of war and acts of God such as earthquakes, floods, and other natural disasters such that performance is impossible.

6. Health and Safety

Contractors are required to, at their own expense, comply with all applicable health and safety laws and regulations. Upon notice, Contractors are also required to comply with the state agency's specific health and safety requirements and policies. Contractors agree to include in any subcontract related to performance of this Agreement, a requirement that the subcontractor comply with all applicable health and safety laws and regulations, and upon notice, the state agency's specific health and safety requirements and policies.

EXHIBIT E (Additional Provisions)

ADDITIONAL PROVISIONS

1. Regulations

Contractor shall comply with all federal, state, city and county laws, regulations, and ordinances applicable to the work done pursuant to this Contract.

State Contracting Manual (SCM), Volume 1, Section 7.85 - Contract Performance - Departments must ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts. Unsatisfactory performance must be documented and addressed.

COUNTY agrees that STATE, the Department of General Services, the California State Auditor, or their designated representative have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. COUNTY agrees to maintain records for possible audit for a minimum of three years after the end of the term. COUNTY agrees to allow any auditors access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, COUNTY agrees to include a similar right for STATE to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code 8546.7, Pub. Contract Code 10115 et seq., CCR). Title 2, 1896 COUNTY does not waive its rights to defenses or claims of privilege by participating in any STATE audit.

2. Limited Automatic Extension

- A. STATE or COUNTY must provide the other written notice of its intent not to renew this Agreement at least 12 months before the end of this Agreement's term. If no such notice is received, and a new agreement has not been executed, this Agreement shall be automatically extended on the same terms and conditions as contained herein, together with Amendments if any, until the earlier of:
 - 1) The date on which a new renewal agreement is approved by the Department of General Services, or
 - 2) Six months after the end of the original term of the Agreement.
- B. The effectiveness of this Exhibit E, Paragraph 2. A. is conditional upon the lawful appropriation and availability of STATE funding for COUNTY'S services during the term of this Agreement.

3. Indemnification

- A. Paragraph 5 of Exhibit C, General Terms and Conditions, does not apply because it is superseded by this Paragraph:
- B. COUNTY agrees to indemnify, defend and hold harmless the STATE, its officers, agents and employees from any and all claims and losses accruing or resulting to any third party who may be injured or damaged by COUNTY in the performance of this Agreement.
- C. Pursuant to Government Code Section 925 et seq., STATE agrees to indemnify, defend and hold harmless the COUNTY, its officers, agents and employees from any and all claims and losses accruing or resulting to any third party who may be injured or damaged by STATE in the performance of this Agreement.

4. Indemnification for Vegetation Management Projects

- A. The STATE agrees to indemnify, defend, and hold harmless the COUNTY, its agents, officers and employees, from and against any and all liability expense, including defense costs and legal fees, and claims by a third party for damages of any nature whatsoever, arising solely out of performance by the COUNTY of approved vegetation management projects undertaken as part of fire prevention activities under this Agreement.
- B. Notwithstanding the terminology of Public Resources Code Sections 4119, 4153, 4423, and 4436, the COUNTY shall not act as an agent of the STATE but shall exercise the powers granted in those sections independently as authorized by Public Resources Code Section 4129.
- C. Paragraph 15 of Exhibit C does not apply to this Agreement because the services provided in this Agreement were not obtained by means of a competitive bid.

**Exhibit F
(Gray Book)**

The “Gray Book” referenced in **Exhibit A, Paragraph 9. Recital C.** is hereby incorporated by reference and made a part of this agreement as if attached hereto. A copy of the Gray Book will be provided by CAL FIRE.

**Exhibit G
(Operating Plan)**

The Operating Plan provided by COUNTY, in accordance with **Exhibit A, Paragraph 10 Section A. 2)** of this Agreement, is hereby incorporated by reference and made part of this agreement as if attached hereto.

Attachment 1

**DELEGATION AND ASSIGNMENT
 OF STATE FIRE PROTECTION AGREEMENT**

This Delegation and Assignment ("Assignment") is made and entered into on the date fully executed by and between the County of Orange, a political subdivision of the State of California, ("County") and the Orange County Fire Authority ("Authority") with County and the Authority sometimes referred to as "Party," or collectively as "Parties."

- A. WHEREAS, the Authority, a joint powers authority, was formed as of March 1, 1995, between the County and various cities in County for the provision of fire services; and
- B. WHEREAS, pursuant to Public Resources Code sections 4129 and 4133, the State of California Department of Forestry and Fire Protection ("**State**") may contract with counties to provide fire protection services in State Responsibility Areas ("**SRAs**") within a county, but the State is not authorized to contract directly with the Authority for such services; and
- C. WHEREAS, State and County entered into Agreement No. 7CA07781 effective July 1, 2026 ("**Agreement**") for wildland fire protection services in SRAs within the County; and
- D. WHEREAS, the Parties desire that the Agreement be delegated and assigned to Authority, and the State consents to the delegation and assignment.

NOW, THEREFORE, the Parties mutually agree as follows:

- 1. County hereby delegates to Authority the duty to perform all obligations specified in the Agreement and the plans and operating procedures for administering said Agreement. County hereby assigns to Authority all of its rights under the Agreement, including the right of County to request and receive payment and reimbursement directly from State for any services provided under the Agreement. Authority hereby accepts the foregoing delegation and assignment.
- 2. Authority agrees to honor the terms and conditions of the Agreement and the plans and operating procedures for administering the Agreement.
- 3. The Parties agree that the County's delegation of its duties under the Agreement through this Assignment does not constitute a novation of the Agreement, nor discharge the County's obligations under the Agreement or Public Resources Code section 4129.
- 4. Pursuant to Public Resources Code section 4135, the money paid by State under the Agreement shall be expended for fire protection and suppression.
- 5. Authority agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to Authority's performance under the Agreement. Provided, however, that nothing in this Assignment waives or limits any immunities Authority may have with respect to claims made by third parties.

Attachment 1

IN WITNESS WHEREOF, the Parties hereto have executed this Assignment on the day and year dated below.

ORANGE COUNTY FIRE AUTHORITY
A California Joint Powers Authority

COUNTY OF ORANGE
A political subdivision of the State of
California

By: _____
Joshua Sweeney, Chair
Orange County Fire Authority
Board of Directors

By: _____
Doug Chaffee, Chair
Orange County Board of
Supervisors

Date: _____

Date: _____

ATTEST:

ATTEST:

By: _____
Maria Huizar
Clerk, Orange County Fire Authority

By: _____
Robin Stieler
Clerk of the Board of
Supervisors
County of Orange, California

Date: _____

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:
County Counsel

By: _____
David Kendig,
General Counsel OCFA

DocuSigned by:
James Steinmann
By: _____
James Steinmann
Supervising Deputy County
Counsel

Date: _____

Date: 7/27/2026