

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.

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

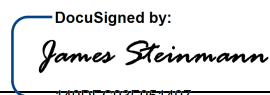
Date: _____

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:
County Counsel

By: _____
David Kendig,
General Counsel OCFA

By: _____

James Steinmann
Supervising Deputy County Counsel

Date: _____

Date: 7/27/2026