

**AGREEMENT ON THE SUBROGATION AND ASSIGNMENT OF CLAIMS**  
**ARISING OUT OF THE WOOLSEY FIRE**

This Subrogation and Assignment of Claims (“**Agreement**”) is dated \_\_\_\_\_, 2021 (“**Effective Date**”) and is entered into by and among the following Parties:

- i. Los Angeles County Sanitation District No. 2 (“**Assignor**”); and
- ii. The California Governor’s Office of Emergency Services (“**Assignee**”).

WHEREAS, after the November 2018 Woolsey Fire (the “**Event**”), Assignee made significant expenditures to numerous public entities to assist with public health and safety efforts and other public works to address the various damage suffered from the Event.

WHEREAS, these expenditures, including but not limited to funds originally distributed by the Federal Emergency Management Agency (“**FEMA**”), covered a number of different categories of costs, including repairs to public infrastructure and buildings, debris and ash removal, search and rescue efforts, and/or evacuation and shelter operations, among others.

WHEREAS, Assignor received funds from Assignee and used those funds to take necessary actions to safeguard public health and remedy harms arising from the Event.

WHEREAS, pursuant to federal and state regulations, Parties that receive emergency funds from FEMA, due to the negligence of a third party, are obligated to take “all reasonable steps to recover all costs attributable to the negligence of the third party.” 44 C.F.R., § 204.62(c); see also 19 Cal. Code Reg. § 2910. FEMA would then be entitled to reimbursement of any costs recovered from the culpable third party. 44 C.F.R., §204.62(a),(c). Accordingly, in exchange for the funds Assignor received from Assignee, it was obligated to pursue “reasonable efforts” to recover those costs from the responsible party whose negligence contributed to the Event.


NOW, THEREFORE, in consideration of the promises and mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignee and Assignor (individually a “**Party**” and jointly the “**Parties**”) agree as follows:

1. Assignor assigns and transfers to Assignee any and all claims, demands, and causes of action of whatever kind and nature that Assignor has or may later have, under any legal or equitable theory of recovery, relating to harms Assignor suffered as a result of the Event, and for which Assignor received funds from Assignee (“**Assigned Claims**”). By virtue of Assignee’s payments for damage and loss of Assignor arising from the Event, the Assignee subrogates to Assignor’s rights on the Assigned Claims.
2. Assignee will assume any and all responsibility Assignor has under state and federal law to pursue reimbursement from any third party for expenditures by Assignee or FEMA that were made to address the effects caused by the Event.

3. Assignee further agrees to indemnify and defend Assignor against any allegation that it did not adequately pursue reimbursement of any expenditures it received to address the effects of the Event from FEMA or any other federal agency.
4. Assignee shall have no obligation to pursue from any potentially responsible third party any expenditure made directly by Assignor as a result of the Event.
5. This Agreement is effective upon execution by the Parties, and may be signed in counterparts.
6. This Agreement contains the entire Agreement between the Parties, and no statement, promise, or inducement made by any Party to this Agreement that is not set forth in this Agreement shall be valid or binding, nor shall it be used in construing the terms of this Agreement as set forth herein.
7. This Agreement in all respects shall be interpreted, enforced, and governed by and under the laws of California. The terms of this Agreement shall be specifically enforceable by the Parties.
8. The undersigned representative of each of the Parties certifies that he or she is fully authorized to enter into the terms and conditions of this Agreement and to legally bind such Party to all terms and conditions of this document. This Agreement shall be binding upon the Parties.

IN WITNESS WHEREOF, the Parties have hereto executed this Agreement on this day and year set forth above.

**CALIFORNIA GOVERNOR'S OFFICE OF  
EMERGENCY SERVICES**

By:  \_\_\_\_\_

Print Name: Alex Pal

Print Title: Chief Counsel

**COUNTY SANITATION DISTRICT NO. 2 OF  
LOS ANGELES COUNTY**

By: \_\_\_\_\_

Print Name: Cathy Warner

Print Title: Chairperson, Board of Directors

**ATTEST:**

By: \_\_\_\_\_

Print Name: Kimberly S. Christensen

Print Title: Secretary to the Board of Directors

**APPROVED AS TO FORM:**

LEWIS BRISBOIS BISGAARD & SMONTH, LLP

By: \_\_\_\_\_

Print Name: Wesley G. Beverlin

Print Title: Districts Counsel