

AGREEMENT BETWEEN THE
COUNTY OF CONTRA COSTA AND
THE RODEO-HERCULES FIRE PROTECTION DISTRICT
FOR THE COLLECTION OF FIRE PROTECTION FACILITIES FEES

This Agreement is entered into between the County of Contra Costa, a political subdivision of the State of California ("County"), and the Rodeo-Hercules Fire Protection District ("District").

RECITALS

- A. The District is organized under the Fire Protection District Law of 1987 (Health & Saf. Code, § 13800 et seq.) to provide fire protection services within its boundaries. Portions of unincorporated Contra Costa County, including the unincorporated community of Rodeo, are located within the District's boundaries.
- B. District Resolution No. 2009-2 adopted a study establishing fire facilities impact fee amounts. The study determined that the fee amounts established by the study are the amounts necessary to mitigate the impact of new development on fire facilities within the District's boundaries.
- C. The District has requested that the County collect fire facilities impact fees for new construction that occurs within any portion of unincorporated Contra Costa County that is located within the boundaries of the District, and transmit those fees to the District.
- D. County Ordinance Code Chapter 818-2 authorizes the County to collect fire protection facilities fees on behalf of fire protection districts, as these districts lack the independent authority to collect development impact fees directly. (*See* 73 Ops. Cal. Atty Gen. 229 (1990).)
- E. County Ordinance No. 2009-30 establishes fire protection facilities fees for that portion of unincorporated Contra Costa County that is located within the boundaries of the District, and authorizes the County to collect those fees and transmit them to the District.
- F. The County and District wish to enter into an agreement that establishes the terms and conditions for the County to collect the fees authorized by County Ordinance No. 2009-30 and transmit them to the District.

NOW, THEREFORE, County and District agree as follows:

- 1. Definitions. For purposes of this Agreement, the following terms have the following meanings:

- (a) "County Administrative Fee" means the amount of the County administrative fee specified in the Fee Ordinance.
 - (b) "District Administrative Fee" means the amount of the District administrative fee specified in the Fee Ordinance.
 - (c) "Fee Ordinance" means County Ordinance No. 2009-30, or any successor to County Ordinance No. 2009-30.
 - (d) "Fees" means the Fire Protection Facilities Fee, the District Administrative Fee, and the County Administrative Fee.
 - (e) "Fire Protection Facilities Fee" means the amount of the fire protection facilities fee specified in the Fee Ordinance.
 - (f) "New construction" has the following meanings:
 - (1) When applied to the construction of residential buildings or the installation of mobilehomes, "new construction" means construction or installation within any portion of unincorporated Contra Costa County that is located within the boundaries of the Rodeo-Hercules Fire Protection District that increases the number of dwelling units on a given lot and requires a building permit.
 - (2) When applied to the construction or installation of nonresidential buildings, "new construction" means construction or installation within any portion of unincorporated Contra Costa County that is located within the boundaries of the Rodeo-Hercules Fire Protection District that increases the amount of floor space for nonresidential building purposes on a given lot and requires a building permit.
2. Effective Date and Term. This Agreement becomes effective on the effective date of the Fee Ordinance. Unless modified by the parties or terminated as provided herein, this Agreement will remain in effect so long as the Fee Ordinance is in effect.
3. District's Obligations.
- (a) The District shall provide the County a map and physical narrative description of its political boundaries containing sufficient detail that will enable the County to determine if proposed new construction in unincorporated Contra Costa County is located within the boundaries of the District.

- (b) The District is responsible for complying with all requirements established by the Mitigation Fee Act (Gov. Code, § 66000 et seq.), including but not limited to making all findings required by the Mitigation Fee Act, establishing and maintaining all accounts required by the Mitigation Fee Act, producing all reports required by the Mitigation Fee Act, and using fire protection facilities fees only for purposes authorized by the Mitigation Fee Act.

4. County's Obligations.

- (a) For all new construction that occurs within any portion of unincorporated Contra Costa County that is located within the boundaries of the Rodeo-Hercules Fire Protection District, the County shall require payment of Fees as a condition precedent to the issuance of a building permit.
- (b) The County shall transmit to the District monthly all Fire Protection Facilities Fees and all District Administrative Fees collected by the County. No County Administrative Fees will be transmitted to the District.

5. Indemnification. The District shall hold the County harmless and indemnify and defend the County and its officers and employees from all actions, claims and damages related to the Fees or the Fee Ordinance, including, without limitation, any challenge to the validity of the Fees or the Fee Ordinance, any challenge to the use of the Fees, any challenge related to compliance with the Mitigation Fee Act, and any refund of the Fees ordered by any court or other entity with jurisdiction. The District shall not attempt to recover from the County any Fees inadvertently not collected by the County. In such event, the County's inadvertent failure to collect does not excuse payment of Fees by the person, entity or corporation responsible for paying the Fees, and the County shall cooperate with the District to secure payment of the Fees from the responsible party.

6. Termination. This Agreement may be terminated by either party upon 90 days written notice to the other, and may be terminated immediately by written mutual consent.

7. Notices. All correspondence regarding this Agreement shall be directed to the following persons at the following addresses:

COUNTY: Jason Crapo, Deputy Director
Contra Costa County Dept. of Conservation and Development
651 Pine St., 3rd Floor, North Wing
Martinez, CA 94553

DISTRICT: Alan Biagi, Fire Chief
Rodeo-Hercules Fire Protection District
1680 Refugio Valley Road
Hercules, CA 94547

8. Severability. If any terms or provision of this Agreement is, to any extent, held invalid or unenforceable the remainder of this Agreement shall not be affected.
9. Entire Agreement. This Agreement contains the entire agreement between the parties and all prior understandings or agreements, oral or written, regarding this matter are superseded. This Agreement shall not be modified except by written mutual agreement signed by the parties.
10. Governing Law and Venue. This Agreement shall be governed in all respects by the laws of the State of California.

DISTRICT:

COUNTY:

By:



By: _____