

AGREEMENT BETWEEN THE
COUNTY OF CONTRA COSTA AND
THE EAST CONTRA COSTA FIRE PROTECTION DISTRICT
FOR THE ADMINISTRATION 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 East Contra Costa Fire Protection District, a 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 are located within the District’s boundaries.
- B. Fire protection districts lack the independent authority to impose development impact fees directly. (Health & Saf. Code, § 13916(a).)
- C. Chapter 818-2 of the County Ordinance Code authorizes the County to impose fire protection facilities fees on behalf of fire protection districts.
- D. District Resolution No. 2020-08 adopted a study establishing fire facilities impact fee amounts. The study determined that the fee amounts are necessary to mitigate the impact of new development on fire facilities within the District’s boundaries.
- E. The District has requested that the County impose 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.
- F. County Ordinance No. 2020-27 (“Fee Ordinance”) 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 District to collect, retain, and expend the fees, and to perform related statutory requirements in a manner consistent with the Fee Ordinance and the Mitigation Fee Act (Gov. Code, § 66000 et seq.).
- G. The County and District wish to enter into an agreement that establishes the terms and conditions for the District to collect, retain, and expend the fees authorized by the Fee Ordinance.

NOW, THEREFORE, County and District agree as follows:

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

- (a) “District Administrative Fee” means the amount of the District administrative fee specified in the Fee Ordinance.
 - (b) “Fee Ordinance” means County Ordinance No. 2020-27, or any successor to County Ordinance No. 2020-27.
 - (c) “Fees” means the Fire Protection Facilities Fees and the District Administrative Fee.
 - (d) “Fire Protection Facilities Fee” means the amount of the fire protection facilities fee specified in the Fee Ordinance.
 - (e) “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 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 that increases the amount of floor space for nonresidential building purposes, or that increases the number of hotel rooms, 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) For all new construction that occurs within any portion of unincorporated Contra Costa County that is located within the boundaries of the East Contra Costa Fire Protection District, the District will collect and retain the Fees due in accordance with the Fee Ordinance.
 - (c) The District is solely responsible for complying with all requirements established by the Mitigation Fee Act, 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 the purposes authorized by the Mitigation Fee Act.

- (d) The District has sole discretion to use the Fees for any purposes consistent with the Mitigation Fee Act and the Fee Ordinance.

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 East Contra Costa Fire Protection District, the County shall require payment of Fees to the District as a condition precedent to the issuance of a building permit, unless otherwise required by law.
- (b) Except as otherwise provided in the Fee Ordinance, the County will not take any action that has the effect of increasing, reducing, repealing, suspending, or waiving payment of any Fees without complying with Chapter 818-2 of the County Ordinance Code, including considering at a public meeting a notice of findings' report prepared by the District.
- (c) The County shall cooperate with the District with respect to the District's compliance with the requirements of Section 3(c) of this Agreement, such as by providing information requested by 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 County agrees to cooperate with the defense to the extent it involves any County action, including adoption of the Fee Ordinance. The District shall not attempt to recover from the County any Fees inadvertently not required by the County prior to issuance of a building permit. In such event, the County's inadvertent failure to require payment prior to issuance of a building permit 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. The defense and indemnification obligations set forth in this Section survive the termination of the Agreement.

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
30 Muir Road
Martinez, CA 94553

DISTRICT: Brian Helmick, Fire Chief
East Contra Costa Fire Protection District
150 City Park Way
Brentwood, CA 94513

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. Courts of competent jurisdiction in Contra Costa County have exclusive jurisdiction over all actions arising out of this Agreement.

DISTRICT:

COUNTY:

By: _____

By: _____