

AVCSD Fire Department

CONTRACT SERVICE AGREEMENT

This AGREEMENT is entered into the 1st day of July, 20__ by and between the Anderson Valley Community Services District Fire Department, a California Special District providing Fire Protection under the Fire Protection District Law of 1987, Sections 13800-13970 of the California Health and Safety Code, hereinafter referred to as “DISTRICT,” and (**owner name**) _____ hereinafter referred to as “OWNER” for PROPERTY described below:

Street address of property

City

AP number(s) of property

RECITALS

1. The State of California has responsibility for fire suppression and prevention on timbered, brush and grass covered lands in state responsibility areas but does not assume responsibility for structures on such lands and does not provide year round staffing for such protection or emergency response.
2. The DISTRICT has the authority and responsibility for providing public safety services as allowed under fire protection district law within the DISTRICT and receives taxes from taxpayers within the DISTRICT for the provision of services within the DISTRICT.
3. Except for Paragraph 4 below, the DISTRICT has no authority, responsibility or funding to provide public safety services as allowed under fire protection district law outside the jurisdictional boundaries of the DISTRICT; legally, it cannot use DISTRICT taxes for providing services outside the DISTRICT.
4. The DISTRICT is allowed by fire protection district law to enter into contracts which could include joint powers agreements, mutual aid agreements and, with LAFCO approval, out-of-area service agreements with landowners for providing services outside the DISTRICT’s jurisdictional boundaries.
5. The PROPERTY, located within the unincorporated area of Mendocino County, is not within any fire protection district and is without year round fire protection services.
6. The PROPERTY is within the DISTRICT’S sphere of influence but outside its current jurisdictional boundaries
7. The PROPERTY is zoned and is not being proposed for subdivision or other changes in the current zoning or use.
8. OWNER is desirous of receiving fire protection services as allowed under fire protection district law and in the same manner as provided to landowners within the DISTRICT and is willing to enter into a contract for those services.
9. In the interest of public safety and as allowed by fire protection district law, the DISTRICT is willing, through an out-of-area service agreement, to provide public safety services to the PROPERTY in the same manner as that provided to lands within the jurisdictional boundaries of the DISTRICT in anticipation of future annexation of PROPERTY.
10. Government Code Section 56133 provides that LAFCO may authorize the DISTRICT to provide services outside its jurisdictional boundaries but within its sphere of influence in anticipation of a later annexation.

NOW, THEREFORE, based on the above recitals and the mutual promises contained herein, the Parties agree as follows:

1. The parties acknowledge that the above recitals are part of the AGREEMENT and accurately set forth the matters therein.
2. DISTRICT will provide services in the same manner as provided within the jurisdictional boundaries of the DISTRICT to the PROPERTY under the following conditions:
 - (a) OWNER will comply with all present and future standards and requirements of the DISTRICT in the same manner as such present and future standards and requirements are enforced and practiced within the DISTRICT.
 - (b) DISTRICT may elect to cancel this agreement or impose such other remedies as would apply to properties within the DISTRICT for failure to comply with standards and requirements cited in “a” above.
 - (c) OWNER agrees that the Fire Chief or his or her authorized representative may inspect the Property for compliance to the above noted standards and requirements at the discretion of the DISTRICT and in a similar manor as properties within the DISTRICT are inspected.
 - (d) ***OWNER hereby agrees to pay in advance a fee of 168.00, due and payable on July 1, 20__.*** ***Payments and contracts received after this date will be applied to the remaining portion of the fiscal year but will not be pro-rated.*** Note: The annual fee for providing services may be adjusted as required by the DISTRICT. OWNER will have the opportunity to review any such changes prior to renewing the AGREEMENT annually.
 - (e) All AGREEMENTs must be approved by LAFCo prior to becoming effective. The change in the amount of the fee does not require LAFCo review.
 - (f) DISTRICT and OWNER agree that they are entering into this AGREEMENT and are seeking LAFCo approval in anticipation of future annexation of the PROPERTY to the DISTRICT.
 - (g) DISTRICT AND OWNER agree that this AGREEMENT may be renewed annually upon payment of the annual fee until annexation occurs and shall terminate upon annexation or upon written notice of cancellation by OWNER, DISTRICT or LAFCo.
 - (h) OWNER, DISTRICT or LAFCo may cancel this AGREEMENT at any time without cause and without penalty or repayment of annual fee. Any party wishing to cancel this AGREEMENT prior to the annual date of renewal must provide written notice to the other parties. Effective date of cancellation will be fourteen (14) days after notice of cancellation is mailed to the addresses listed for parties at the bottom of this AGREEMENT.
 - (i) This AGREEMENT is for the PROPERTY’S present use and zoning. Any parcel split, change in use or change in zoning of the PROPERTY shall necessitate an amendment in writing executed by both parties and shall be subject to LAFCo approval.
 - (j) This document contains the entire AGREEMENT between the parties concerning its subject matter. Any and all existing statements or agreements, whether oral or written, or renewals thereof, between the parties hereto, covering the same subject matter are hereby canceled and superseded by this AGREEMENT, and such prior statement or agreement shall have no further force or effect.
 - (k) Any notice or other communication permitted or required by this Agreement shall be deemed received when actually delivered by overnight courier, personal service or fax, or 48 hours after deposit in the U.S. Mail with proper first class postage affixed thereto, when mailed or delivered as follows:

Return signed copy & payment of \$168 to AVFD:

LAND-OWNER(S) NAME(S):

ANDERSON VALLEY CSD FIRE DEPT.

Mailing Address:

P.O. Box 398 14281 Highway 128

City, State, Zip:

Boonville, CA 95415

Comments:

Telephone: 707-895-2075

FAX: 707-895-2239

E-Mail: districtmgr.avcsd@gmail.com

Do not return contract to LAFCo offices (see above)

**Mendocino County LAFCo
Ukiah Valley Conference Center
200 South School Street, Suite 2
Ukiah, CA 95482
(707) 463-4470 Telephone
(707) 463-4381 Fax**

Either party may change the address to which notice must be given under this AGREEMENT by providing notice of the change of address to the other parties.

This AGREEMENT was executed and delivered as of (date) _____ in (location) _____, California and shall become effective upon LAFCo approval.

OWNERS:

By: (print name) _____ Signature _____

By: (print name) _____ Signature _____

By: (print name) _____ Signature _____

By: (print name) _____ Signature _____

DISTRICT

ANDERSON VALLEY COMMUNITY SERVICES DISTRICT

By: _____
General Manager, AVCS D

Attest: _____
Fire Chief, AVCS D Fire Dept.

Approved by LAFCo on _____, 20____

By: _____
LAFCo Chair or Executive Officer

Attest: _____
LAFCo Executive Officer or Chair

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