

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

915



FROM: Fire

SUBMITTAL DATE:
January 25, 2012

SUBJECT: Approval of the First Amendment to the Fire Protection Services Agreement with the City of Norco
District 2 / District 2

RECOMMENDED MOTION: Move that the Board of Supervisors approve and authorize the Chairman to sign the attached First Amendment to the Fire Protection Services Agreement between the County and the City of Norco.

BACKGROUND: On November 1, 2011 the County and the City of Norco entered into that certain agreement entitled: "A Cooperative Agreement to Provide Fire Protection, Fire Prevention, Rescue and Medical Emergency Services for the City of Norco". The parties now wish to amend the agreement to provide for a new Exhibit D, setting forth the arrangement of the Reserve Fire Engine Use Agreement.

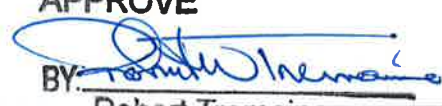


John R. Hawkins, County Fire Chief

FORM APPROVED COUNTY COUNSEL
BY: Synthia M. Gunzel DATE: 2-15-12
COUNSEL: Synthia M. Gunzel

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 0	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	11/12

SOURCE OF FUNDS:	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE
BY: 

Robert Tremaine

County Executive Office Signature

Poli cy Poli cy
Consent Consent

Dept's Recomm.:
Per Exec. Ofc.:

Prev. Agn. Ref.: 11/01/11 Item 3.39 | **District:** 2 / 2 | **Agenda Number:**

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3.22

**FIRST AMENDMENT TO “A COOPERATIVE AGREEMENT TO PROVIDE
FIRE PROTECTION, FIRE PREVENTION, RESCUE AND MEDICAL
EMERGENCY SERVICES FOR THE CITY OF NORCO”**

THIS FIRST AMENDMENT, made and entered into this 18th day of January, 2012, by and between the County of Riverside, a political subdivision of the State of California, on behalf of the Fire Department, (hereinafter referred to as “COUNTY”) and the City of Norco, a duly created city, (hereinafter referred to as “CITY”), whereby it is agreed as follows:

1. Recitals. This First Amendment is made with respect to the following purposed and facts which each of the parties agree to be true and correct:

A. On November 1, 2011 the COUNTY and the CITY entered into that certain agreement entitled: “A Cooperative Agreement to Provide Fire Protection, Fire Prevention, Rescue and Medical Emergency Services for the City of Norco” (hereinafter referred to as the “Agreement”).

B. The parties now wish to amend the Agreement to provide for a new Exhibit D to the Agreement setting forth the arrangement of the Reserve Fire Engine Use Agreement.

2. Exhibit “D”. This Exhibit D, dated November 17, 2011 is hereby attached and incorporated to said Agreement.

3. Other Terms Remain. Except as specifically set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect.

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[Signature Provisions on following page]

IN WITNESS WHEREOF, the duly authorized officials of the parties hereto have, in their respective capacities, set their hands as of the date first hereinabove written.

Dated: January 18, 2012

CITY OF NORCO

By: 

KEVIN BASH
Mayor

ATTEST:

By: 
BRENDA K. JACOBS, CMC
City Clerk

(SEAL)

APPROVED AS TO FORM:

By: 

JOHN HARPER
City Attorney

Dated: _____

COUNTY OF RIVERSIDE

By: _____

Chairman, Board of Supervisors

ATTEST:

KECIA HARPER-IHEM
Clerk of the Board

By: _____

(SEAL)

APPROVED AS TO FORM:

PAMELA J. WALLS,
County Counsel

By: 

SYNTHIA M. GUNZEL
Deputy County Counsel

EXHIBIT "D"

**TO THE COOPERATIVE AGREEMENT
TO PROVIDE FIRE PROTECTION, FIRE PREVENTION, RESCUE
AND MEDICAL AID FOR THE CITY OF NORCO
DATED NOVEMBER 17, 2011**

**ADDITIONAL SERVICES
RESERVE FIRE ENGINE USE AGREEMENT**

Reserve Fire Engine 1 License No. 1006677 VIN No. 4S7AT4193VC022529

The Reserve Fire Engine Use Agreement is utilized in the event that a fire engine(s) which was initially purchased by the CITY, and then the CITY elects to have the COUNTY take responsibility of said fire engine(s).

This reserve fire engine(s) shall be used as an integrated unit for Fire Services as set forth in this Cooperative Agreement between the COUNTY and CITY, and shall be stationed primarily in the CITY. The change in ownership of the fire engine does not waive or supersede any responsibilities of the CITY pursuant to this agreement. This exhibit is strictly to further detail for the CITY, the responsibilities and costs associated within the Cooperative Agreement between the COUNTY and CITY; therefore, the Reserve Fire Engine Use Agreement is inseparable.

The CITY will have the option of transferring title of said fire engine(s) to the COUNTY. If the CITY transfers title of said fire engine(s) to the County, the County will take ownership of the said fire engine(s), and the County will maintain insurance on said fire engine(s). If the CITY opts to maintain ownership and title of said fire engine(s), the CITY will maintain insurance on said fire engine(s). Proof of Insurance is to be provided to the COUNTY.

The COUNTY will be responsible for the cost of operations, maintenance, and repairs. All capital improvements and/or betterments to the fire engine(s) listed above, will be the responsibility and paid for by the owner of fire engine(s) under this Agreement.

When the Riverside County Fire Department Fleet personnel determine the fire engine(s) listed above is due for replacement, the COUNTY will notify the CITY; and the owner of said fire engine(s) can survey the old fire engine(s). The CITY has no obligation to replace the reserve fire engine at any time.