

**FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING
BETWEEN
WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
AND
SOUTH BAY CITIES COUNCIL OF GOVERNMENTS
REGARDING PARTICIPATING IN THE CALIFORNIA HERO PROGRAM**

This First Amendment to Memorandum of Understanding Regarding Participating in the California HERO Program (“First Amendment”) is made and entered into as of this ___ day of _____, 2018 (“Effective Date”), by and between the Western Riverside Council of Governments, a joint exercise of powers authority (“WRCOG”), and South Bay Cities Council of Governments (“Participant”). WRCOG and Participant are sometimes individually referred to as “Party” and collectively as “Parties.”

RECITALS

WHEREAS, WRCOG and Participant previously entered into that certain Memorandum of Understanding Regarding Participating in the California HERO Program (“MOU”) for the purpose of setting forth the mutual understanding, terms, and conditions related to partnering with the California HERO Program; and

WHEREAS, the Parties now wish to make certain amendments to provisions relating to the term of the MOU. Specifically, the Parties desire for the term of the MOU to continue until terminated by either Party upon 30 days’ written notice; and

WHEREAS, Section 6 of the MOU authorizes the Parties to amend the MOU in writing by mutual agreement; and

WHEREAS, capitalized terms used and not otherwise defined herein shall have the meaning set forth in the MOU and by this reference herein incorporated.

NOW, THEREFORE, in consideration of the foregoing recitals, the Parties hereby agree, as follows:

TERMS

1. Section 3. Section 3 of the MOU is hereby deleted in its entirety and replaced with the following:

“3. Term. The term of this MOU shall begin on the Effective Date, and shall continue until terminated by either Party, for any reason, and upon at least thirty (30) days’ written notice. Notice shall be given in accordance with Section 12 of this MOU, and shall be deemed given on the date that it is mailed by registered or certified mail, as evidenced by proof of mailing.”

2. Continuing Effect of MOU. Except as amended by this First Amendment, all provisions of the MOU shall remain unchanged and in full force and effect. From and after the date of this First Amendment, whenever the term “MOU” appears in the MOU, it shall mean the MOU as amended by this First Amendment.

3. Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this First Amendment.

4. Counterparts. This First Amendment may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

[Signature Page Follows]

SIGNATURE PAGE TO
FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING
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IN WITNESS WHEREOF, the Parties have caused this First Amendment to be effective as of the day first above written.

WESTERN RIVERSIDE COUNCIL OF
GOVERNMENTS

SOUTH BAY CITIES COUNCIL OF
GOVERNMENTS

By: _____
Rick Bishop
Executive Director
APPROVED AS TO FORM

By: _____
Britt Huff
Chair
APPROVED AS TO FORM

By: _____
Best Best & Krieger LLP
General Counsel

By: _____
Michael Jenkins
SBCCOG Counsel