

## **FIRST AMENDMENT TO AGREEMENT FOR GENERAL COUNSEL LEGAL SERVICES**

**THIS FIRST AMENDMENT TO AGREEMENT FOR GENERAL COUNSEL LEGAL SERVICES** (“First Amendment”) is made and entered into this 9th day of September 2021 by and between California Electronic Recording Transaction Network Authority (“CERTNA”), a joint powers authority of the State of California (“JPA”), and the law firm of White Brenner LLP, a California limited liability partnership (“Firm”). CERTNA and Firm may be referred to herein individually as a “Party” or collectively as the “Parties.” There are no other parties to this First Amendment.

### **RECITALS**

A. At a regular meeting of the CERTNA Board of Directors (“Board”) held on October 11, 2018, the Board considered and approved the Agreement for General Counsel Legal Services with Firm.

B. The Parties seek to enter into this First Amendment to update the Firm’s name from Churchwell White LLP to White Brenner LLP and remove Kerry Fuller as Deputy General Counsel.

**NOW, THEREFORE**, in consideration of the mutual covenants entered into between the Parties, and in consideration of the benefits that accrue to each, it is agreed as follows:

### **AGREEMENT**

**Section 1. Recitals.** The recitals set forth above are incorporated herein by this reference and made part of this First Amendment. In the event of any inconsistencies between the recitals and Sections 1 through 17 of this First Amendment, Sections 1 through 17 will prevail.

**Section 2. Appointment.** CERTNA hereby retains Firm to provide all legal services required by CERTNA, and Firm hereby agrees to perform such legal services (“Legal Services”). CERTNA’s Executive Director is authorized and charged with executing this First Amendment. Nubia I. Goldstein is hereby appointed General Counsel for CERTNA and Deputy General Counsel for CERTNA will be named by Nubia I. Goldstein and be an active attorney at the Firm. General Counsel may, from time to time, assign alternate attorneys employed by Firm to perform the Legal Services as set forth in the original Agreement executed on October 11, 2018.

**Section 3. Effective Date.** This First Amendment shall become effective, and Firm shall commence performance under the terms of this First Amendment on September 9th, 2021 (“Effective Date”).

**Section 4. Integrated Agreement.** This First Amendment, together with all of the terms and conditions contained in the Agreement as previously executed by the Parties and currently in

effect, shall constitute the entire understanding and agreement between the Parties and supersede all previous writings and understandings between the Parties with respect to any modifications to the Agreement. Any part of the Agreement not amended hereby shall remain in full force and effect. To the extent of an inconsistency between this First Amendment and the Agreement, the terms of this First Amendment shall control.

**Section 5. Term and Termination.** This First Amendment shall begin on the Effective Date and shall continue until terminated by CERTNA or Firm upon thirty (30) days advance written notice to the non-terminating party (the "Term"). Upon termination, Firm shall be entitled to, and CERTNA shall immediately pay, all amounts owed to Firm. CERTNA, however, may condition payment of such compensation upon Firm delivering to CERTNA copies of any or all reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, specifications, records, files, or any other documents or materials, in electronic or any other form, that Firm prepares or obtains pursuant to this First Amendment and that relate to the matters covered hereunder. Originals of attorney work product shall remain the property of the Firm.

**Section 6. Legal Requirements.**

**6.1. Governing Law.** The laws of the State of California shall govern this First Amendment.

**6.2. Compliance with Applicable Laws.** Firm and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.

**6.3. Other Governmental Regulations.** To the extent that this First Amendment may be funded by fiscal assistance from another governmental entity, Firm and any subcontractors shall comply with all applicable rules and regulations to which CERTNA is bound by the terms of such fiscal assistance program.

**6.4. Licenses and Permits.** Firm represents and warrants to CERTNA that Firm and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature legally required to practice their respective professions. Firm represents and warrants to CERTNA that Firm and its employees, agents, any outside counsel shall, at their sole cost and expense, keep in effect at all times during the Term of this First Amendment, any licenses, permits, and approvals legally required to practice their respective professions. In addition to the foregoing, Firm and any outside counsel shall obtain and maintain during the Term of this First Amendment any required business licenses from CERTNA.

**Section 7. Severability.** In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this First Agreement are declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this First Amendment which are hereby declared as severable and shall be interpreted to carry out the intent of the Parties herein.

**Section 8. Counterparts.** This First Amendment may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall be deemed one and the same instrument.

**Section 9. Notices.** Any notice or communication required hereunder between CERTNA and Firm must be in writing and may be given either personally, by facsimile (with original forwarded by regular U.S. Mail), by registered or certified mail (return receipt requested), or by Federal Express, UPS or other similar couriers providing overnight delivery. If personally delivered, a notice shall be deemed to have been given when delivered to the Party to whom it is addressed. If given by facsimile transmission, a notice or communication shall be deemed to have been given and received upon actual physical receipt of the entire document by the receiving Party's facsimile machine. Notices transmitted by facsimile after 5:00 p.m. on a normal business day or on a Saturday, Sunday or holiday, shall be deemed to have been given and received on the next normal business day. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of (a) actual receipt by any of the addressees designated below as the Party to whom notices are to be sent, or (b) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If given by Federal Express or similar courier, a notice or communication shall be deemed to have been given and received on the date delivered as shown on a receipt issued by the courier. Any Party hereto may at any time, by giving ten (10) days written notice to the other Party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below:

If to CERTNA: CERTNA  
Richard Sherman  
222 W Hospitality Ln., First Floor  
San Bernardino, CA 92504  
Tel: (909) 831-2674

If to Firm: White Brenner LLP  
1414 K Street, 3<sup>rd</sup> Floor  
Sacramento, California 95814  
Attention: Nubia Goldstein, Esq.  
Tel: (916) 468-0950  
Fax: (916) 468-0951

**Section 10. Venue.** Venue for all legal proceedings shall be in the Superior Court for the County of San Joaquin.

**Section 11. Entire Agreement.** This First Amendment, together with its specific references, attachments and exhibits, constitute all of the agreements, understandings, representations, conditions, warranties and covenants made by and between the Parties hereto with respect to the

subject matter of this First Amendment. Unless set forth herein, neither Party shall be liable for any representations made, express or implied, not specifically set forth herein.

**Section 12. Authority.** All Parties to this First Amendment warrant and represent that they have the power and authority to enter into this First Amendment and the names, titles and capacities herein stated on behalf of any entities, persons, states or firms represented or purported to be represented by such entities, persons, states or firms and that all former requirements necessary or required by the state or federal law in order to enter into this First Amendment had been fully complied with.

**Section 13. Document Preparation.** This First Amendment will not be construed against the Party preparing it but will be construed as if prepared by all Parties.

**Section 14. Advice of Legal Counsel.** Each Party acknowledges that it has reviewed this First Amendment with its own legal counsel and based upon the advice of that counsel, freely entered into this First Amendment.

**Section 15. No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this First Amendment does not constitute a waiver of any other breach of that term or any other term of this First Amendment.

**Section 16. Successors and Assigns.** The provisions of this First Amendment shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.

**Section 17. Attorney's Fees and Costs.** If any action at law or in equity, including action for declaratory relief, is brought to enforce or interpret provisions of this First Amendment, the prevailing Party shall be entitled to reasonable attorney's fees and costs, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such Party may be entitled.

*[SIGNATURES ON FOLLOWING PAGE]*

**IN WITNESS WHEREOF**, this First Amendment has been entered into by and between CERTNA and Firm as of the date of execution by CERTNA.

**CERTNA,**  
a Joint Powers Authority of the State of  
California

By: \_\_\_\_\_  
Executive Director

Date Signed: \_\_\_\_\_

**WHITE BRENER, LLP**  
a California limited liability partnership

By: \_\_\_\_\_  
Nubia I. Goldstein

Date Signed: \_\_\_\_\_