

FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING

THIS FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING (“First Amendment”) is entered into this ____ day of _____, 2021, by and between the California Electronic Recording Transaction Network Authority, a Joint Powers Authority (“CERTNA”), and the County of Sonoma (“County”), on behalf of Deva Marie Proto, the County Recorder. CERTNA and County may herein be referred to individually as a “Party” and collectively as the “Parties.”

RECITALS

A. CERTNA and County entered into a Memorandum of Understanding dated August 25, 2018 (“MOU”) to assure the continuing security and lawful operation of the CERTNA Assembly Bill 578 electronic recording system under Government Code section 27390 et seq. and applicable regulations.

B. The term of the MOU will expire on August 25, 2021 unless extended pursuant to Article VII of the MOU.

C. The Parties now desire to amend the terms of the MOU to extend the term of the MOU for an additional three (3) years.

NOW, THEREFORE, in consideration of the promises and covenants set forth below, the Parties agree as follows:

AGREEMENT

Section 1. Recitals. The recitals set forth above (“Recitals”) are true and correct and are hereby incorporated into and made part of this Agreement by this reference. In the event of any inconsistency between the Recitals and Sections 1 through 8 of this First Amendment, Sections 1 through 8 shall prevail.

Section 2. Effect of MOU. Except as otherwise provided herein, all provisions, defined terms, and obligations provided in the MOU remain in full force and effect. The Parties agree that they will continue to be bound by all terms of the MOU except as modified by this First Amendment. All capitalized terms used in this First Amendment which are not otherwise defined in this First Amendment shall have the meaning given to such terms in the MOU.

Section 3. Definitions. The MOU together with this First Amendment collectively make and are defined together as the “Agreement.” All other defined terms used herein shall incorporate definitions used in the MOU, unless otherwise defined in this First Amendment. In the event of any inconsistency between any defined term in the MOU and this First Amendment, the defined term in this First Amendment shall control.

Section 4. Effective Date. This First Amendment shall be effective upon full execution of this First Amendment by CERTNA and County (the “Effective Date”).

Section 5. Amendment. The Parties agree to amend the MOU an additional three (3) years from the Effective Date of this First Amendment.

Section 6. Entire Agreement. This First Amendment contains all the agreements and understandings made between the Parties with respect to the terms set forth in this First Amendment. No prior or contemporaneous oral or written understandings or representation other than as set forth in the First Amendment shall be enforceable against either Party.

Section 7. Ratification/Conflict. Except as set forth above, all other terms and conditions of the MOU are ratified and affirmed and shall remain in full force and effect. In the event of any conflict between the original terms of the MOU and this First Amendment, the terms of this First Amendment shall prevail.

Section 8. Counterparts. This First Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.

[SIGNATURES ON FOLLOWING PAGE.]

IN WITNESS WHEREOF, this First Amendment has been entered into by CERTNA and County as of the Effective Date.

COUNTY,

CERTNA,

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____