

STATE OF TEXAS §
COUNTY OF FORT BEND §

FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL TITLE SERVICES

(Barry Barnes and Associates, PLLC – Title Services, Precincts 1,2,3,4)

THIS FIRST AMENDMENT ("First Amendment") is entered into by and between Fort Bend County, Texas ("County"), a political subdivision of the state of Texas, and Barry Barnes and Associates, PLLC ("CONSULTANT"), a Texas corporation. County and CONSULTANT are hereinafter collectively referred to as the "Parties" and each individually a "Party."

WHEREAS, the Parties previously entered into that certain Agreement for Professional Title Services on December 13, 2022 (the "Agreement") for consulting services for title research and reporting services to support the County's acquisition of real property; and

WHEREAS, County has determined that this Agreement, as amended, is for personal or professional services and therefore exempt from competitive bidding under Chapter 262 of the Texas Local Government Code; and

WHEREAS, by execution of this First Amendment, the Parties desire to amend the Agreement to provide for additional services by CONSULTANT, to increase the total Maximum Compensation for the completion of such services, and to otherwise ratify and confirm all the terms and conditions as set forth therein.

NOW, THEREFORE, in consideration of the foregoing, the Parties do mutually agree that the Agreement between the Parties is hereby amended as follows:

1. **Scope of Services.** County shall pay CONSULTANT an additional Seventy-Nine Thousand and 00/100 Dollars (\$79,000.00) for the performance and completion of additional services provided in the CONSULTANT'S Proposal attached hereto as Exhibit "A-1" (the "Services") and incorporated by reference for all intents and purposes.
2. **Limit of Appropriation.** CONSULTANT understands and agrees that the Maximum Compensation payable to CONSULTANT for Services rendered under this Agreement is hereby increased to an amount not to exceed One Hundred Twenty-Six Thousand and 00/100 Dollars (\$126,000.00) authorized as follows:

\$126,000.00 under the Agreement; and
\$79,000.00 under the First Amendment.

In no event shall the amount paid by County under this Agreement, as amended, exceed the Maximum Compensation without a County approved change order. CONSULTANT clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, as amended, that County shall have available the total maximum sum of \$126,000.00 specifically allocated to fully discharge any and all liabilities County may incur under the Agreement, as amended.

CONSULTANT does further understand and agree, said understanding and agreement also being of the absolute essence of the Agreement, as amended, that the total Maximum Compensation that CONSULTANT may become entitled to and the total maximum sum that County may become liable to pay to CONSULTANT under the Agreement, as amended, shall not under any conditions, circumstances, or interpretations thereof exceed \$126,000.00.

3. **Certain State Law Requirements for Contracts.** The contents of this Section are required by Texas law and are included by County regardless of content for purposes of Sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, CONSULTANT hereby verifies that CONSULTANT and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:
 - A. Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.
 - B. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, CONSULTANT does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in § 808.001 of the Texas Government Code.
 - C. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, CONSULTANT does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in § 809.001 of the Texas Government Code.

- D. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, CONSULTANT does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in §2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in §2274.001(6) and (7) of the Texas Government Code.
4. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of the Agreement, as amended.
5. **Human Trafficking.** BY ACCEPTANCE OF THIS FIRST AMENDMENT, CONSULTANT ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.
6. **Modifications and Conflict.** Except as modified herein, the Agreement shall remain in full force and effect and has not been otherwise modified or amended. If there is a conflict among documents that make up the Agreement, this First Amendment shall prevail with regard to the conflict.
7. **Certification.** By his or her signature below, each signatory individual certifies that he or she is the properly authorized person or officer of the applicable Party hereto and has the requisite authority necessary to execute this First Amendment on behalf of such Party, and each Party hereby certifies to the other that it has obtained the appropriate approvals or authorizations from its governing body as required by law.

{Execution Page Follows}

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FORT BEND COUNTY, TEXAS

BARRY BARNES AND ASSOCIATES, PLLC

KP George, County Judge



Authorized Agent – Signature

Date

Barry M. Barnes

Authorized Agent- Printed Name

ATTEST:

Founding and Managing Member

Title

Laura Richard, County Clerk

April 21, 2025

Date

APPROVED:



J. Stacy Slawinski P.E., County Engineer

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ _____
to accomplish and pay the obligation of the Fort Bend County under this Agreement.

Robert E. Sturdivant, County Auditor

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EXHIBIT A-1

(Scope of Work Follows Behind)



March 3, 2025

Carmen A. Figueroa
Fort Bend County, Texas
Special Projects Coordinator-ROW
Fort Bend County Engineering
carmen.figueroa@fbctx.gov

Re: Amendment of Agreement for Professional Title Services between Fort Bend
County, Texas and Barry Barnes & Associates PLLC

Dear Ms. Figueroa;

Pursuant to your request to this firm for a proposal to add additional responsibilities to this firm under the referenced agreement to accommodate the Evergreen Side Project number (20225x), please except this letter as our response. It is my understanding that the additional responsibilities will consist of providing title research and reporting services for an additional 79 parcels of land. We propose that the terms and conditions of the referenced agreement be amended or revised as follows:

1. The number of parcels will increase by an additional 79 parcels of land.
2. The total maximum sum appropriated is increased by an additional \$79,000.00.
3. The total maximum compensation is increased by an additional \$79,000.00.
4. In that delivery time for the requested services is impacted by the number of simultaneous request, the delivery time for the requested services shall be from 2 to 10 business days.

All other terms of the referenced agreement will remain unchanged including but not limited to the following.

1. Scope of Services.
2. Personal pledge
3. Time of performance
4. Termination
5. Insurance requirements
6. The fee per title report service

If you require more, please let me now.

For The Firm

/s/ Barry M. Barnes

Barry M. Barnes

Founding and Managing Member

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Barry Barnes & Associates PLLC
HOUSTON, TX United States

Certificate Number:
2025-1298528

Date Filed:
04/21/2025

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Fort Bend County, Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

23-Eng-100368-A1
Title Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



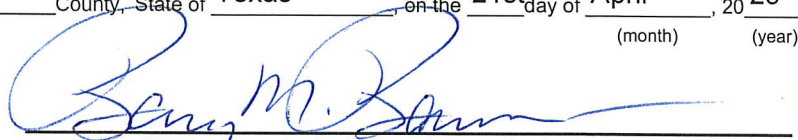
6 UNSWORN DECLARATION

My name is Barry M Barnes, and my date of birth is November 21, 1949.

My address is 3740 Parkwood Dr., Houston, TX, 77021, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Harris County, State of Texas on the 21st day of April, 2025.
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)