

STATE OF TEXAS §
COUNTY OF FORT BEND §

FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL TITLE SERVICES

(InFocus Title, LLC – Title Services for Precincts 1, 2, 3, and 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 InFocus Title, LLC ("CONSULTANT"), a corporation duly authorized to conduct business in the state of Texas. 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 20, 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 Fifty Thousand and 00/100 Dollars (\$50,000.00) 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 Sixty Thousand and 00/100 Dollars (\$160,000.00) authorized as follows:

\$110,000.00 under the Agreement; and
\$50,000.00 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 \$160,000.00 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 \$160,000.00.

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}

{Remainder of Page Intentionally Left Blank}

FORT BEND COUNTY, TEXAS

INFOCUS TITLE, LLC

KP George, County Judge

Authorized Agent – Signature

Date

Authorized Agent- Printed Name

ATTEST:

Title

Laura Richard, County Clerk

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

i:\agreements\2025 agreements\engineering\infocus title, llc (23-eng-100369-a1)\first amendment to agreement - infocus.docx - knm

EXHIBIT A-1

(Scope of Work Follows Behind)

InFocus Title
Scope of Title Report Services supporting property acquisition by Fort Bend County

Fort Bend County (FBC) has the need to obtain a Title Report Services (description follows) for identified acquisition parcels as project designs are developed and prior to finalization of project right of way and parcel maps.

FBC requires a Title Insurance Policy for all right of way parcels, except for parcels acquired through eminent domain for a FBC project. All parcels acquired by FBC on behalf of and/or transferred to TxDOT currently require a Title Insurance Policy for transfer to the State.

FBC and InFocus Title, LLC, (IFT) propose the following scope of work to complete acquisition on FBC projects.

The following terms are for 1 year beginning on date of execution and is predicated on FBC sending 50 parcels related to the following 6 projects. For a total not to exceed \$50,000.00.

| Project Number | Project Name | Est. Number of Parcels | |
|----------------|-------------------------|------------------------|---------------------|
| 20303a | West Airport | 14 | \$ 14,000.00 |
| 23305 | Old Richmond Road | 10 | \$ 10,000.00 |
| 23307 | University at W. Avalon | 4 | \$ 4,000.00 |
| 23308 | University at E. Avalon | 4 | \$ 4,000.00 |
| 20320x | SH 99 Frontage Road NB | 10 | \$ 10,000.00 |
| 20307 | SH 99 Frontage Road | 8 | \$ 8,000.00 |
| Total | | 50 | \$ 50,000.00 |

Fort Bend County will:

1. Request Title Report Services in writing. A Request will include the project name, a summary of parcels (numbered for each project), parcel information and date requested for completion of the initial Title Report Services for the project. The timeframe for completion of the initial Title Report will be two weeks, unless otherwise stipulated in a request.
2. Provide parcel information including all available pertinent information, Including, but not limited, to existing right of way maps, surveys, preliminary parcel maps, project plans and other information that may assist IFT with identifying the parcels that require a Title Report.
3. Respond in writing to any requests from IFT related to an alternate delivery schedule for Title Report Services. FBC reserves the right to withdraw its request for Title Report Services if the proposed alternate delivery schedule is not in the best interest of FBC.
4. Complete right of way and or parcel maps for the project based on the information provided by IFT.

InFocus Title (IFT) will:

1. Confirm within two business days of receipt of a Request that IFT will provide Title Report Services for the proposed parcel(s).

2. If IFT's schedule for completion of the Title Report Services is not within the requested time frame, IFT will provide an alternate delivery schedule for completion of the work with the confirmation required in Item 1.
3. Complete Title Reports for parcels on a first-in, first-out basis, as IFT receives them from FBC, unless FBC provides specific written agreement to the contrary. IFT will complete the Title Report using the normal standard of care for the industry for commitments for title insurance.
4. Provide FBC the opportunity to review the final draft Title Report and address any items noted by FBC.
5. Invoice FBC for each completed Title Report. The fee will compensate IFT for related Title Report Services including, document analysis and up to two updates within a 24-month period. Provide related additional services based on a written task order approved by FBC.
6. Update the Title Report for each parcel, if requested by FBC, when the appraisal and parcel acquisition are initiated by FBC.
7. Issue a Commitment for Title Insurance (a Commitment) for each parcel once FBC has negotiated a purchase with the landowner(s). Based on the Commitment, FBC or its agents will deliver documents necessary for closing, including the purchase agreement signed by the landowner(s), to IFT.
8. Prepare documents for closing the sale of the parcel and handle closing for each parcel, including receipt and distribution of funds and assist FBC in the recordation of appropriate documents.
9. Issue the Title Insurance Policy to FBC within 60 days of the recordation of the parcel deed and related documents.
10. Provide additional services, if FBC utilizes eminent domain (ED) to obtain the parcel.
11. Provide additional services to FBC based on a written Task Order and related Fee approved by FBC.
12. Assist FBC and its agents in the exchange of documents and money between the parties and record the PUA in accordance with a Commitment for parcels where FBC utilizes a Possession and Use Agreement for Transportation Purposes ("PUA").

The point of contact on behalf of FBC related to the Title Report and additional, services provided here in will be the County Engineer and his designee. IFT will designate the primary responsible person related to services provided here in.

FBC and IFT agree and understand that FBC has varying requirements for projects requiring Title Report Services and for the issuance of a Title Insurance Policy. In cases where an initial Title Report is not required by FBC, IFT agrees to waive related fees related to the completion of the Title Report Services. Normal closing and title insurance policy fees will be applicable. Additional services defined by a written task order may be authorized by FBC.

Title Report Services

Title Report Services will include a Commitment for Title Insurance, or equal (Title Report), including Schedules A, B and C. The Title Report will identify all interest owners, encumbrances, lienholders, creditors, lessees, other claimants, such as OAG Child Support lien claims, taxing entities and all other information affecting ownership of the acquisition parcel(s). The Title Report will provide document reference numbers (volume and page numbers of older

documents) for all recorded instruments filed related to the property, including all County and State offices, such as the County Clerk's office.

The Title Report will be the basis for the Commitment for Title Insurance. Title Insurance shall be issued for all parcel acquired by FBC, except as otherwise determined by FBC.

In case FBC cannot find mutually agreeable terms for the purchase of a parcel, the Title Report and related acquisition information will be delivered to the County Attorney to initiate eminent domain proceedings. The Title Report shall have an effective date (the date of the records search) within 90 days of the date that the condemnation files are delivered to the County Attorney's Office.

For FBC eminent domain cases settled through court proceedings, a Title Insurance Policy may not be required. If the property is acquired for transfer to the State of Texas, a Title Insurance Policy will be issued once the final judgement is filed in the name of Fort Bend County.

Fees for Services

FBC agrees to pay IFT \$1,000 for Title Report Services completed in accordance with this Agreement.

IFT may charge fees at closing of a parcel, including title premium (set by State Law), tax certification fees, recording fees and other fees that are appropriate for the transaction. Closing fees are separate from this agreement and will be paid by FBC and/or the seller at closing.

Additional services requested by FBC will be paid for based on a written Task Order approved by the County Engineer.

In all cases, fees paid under this agreement will be limited to the amount of the agreement authorized by FBC Commissioners Court.

CERTIFICATE OF INTERESTED PARTIES**FORM 1295**

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

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

InFocus Title, LLC Fulshear, Texas United States

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 goods or services to be provided under the contract.

23-Eng-100369 Title Services

| 4 Name of Interested Party | City, State, Country (place of business) | Nature of Interest (check applicable) | |
|-------------------------------|---|---------------------------------------|--------------------------|
| | | Controlling | Intermediary |
| Groff, Aaron | Fulshear, Texas, United States | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Guarisco, Tiffany | Fulshear, Texas, United States | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| | | <input type="checkbox"/> | <input type="checkbox"/> |
| | | <input type="checkbox"/> | <input type="checkbox"/> |
| | | <input type="checkbox"/> | <input type="checkbox"/> |
| | | <input type="checkbox"/> | <input type="checkbox"/> |
| | | <input type="checkbox"/> | <input type="checkbox"/> |
| | | <input type="checkbox"/> | <input type="checkbox"/> |

5 Check only if there is NO Interested Party.

☐**6 AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



AFFIX NOTARY SEAL HERE


Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Aaron Groff, this the 1 day of May, 2025, to certify which, witness my hand and seal of office.


Signature of officer administering oath

Brandi Barnett
Printed name of officer administering oath

Notary
Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

Chapter 46. Disclosure of Interested Parties
(effective December 24, 2015)
Text of Adopted Rule

The adopted new language is indicated by underlined text.

Chapter 46. DISCLOSURE OF INTERESTED PARTIES

§46.1. Application

(a) This chapter applies to section 2252.908 of the Government Code.

(b) Section 2252.908 of the Government Code applies only to a contract of a governmental entity or state agency entered into after December 31, 2015, that meets either of the following conditions:

(1) The contract requires an action or vote by the governing body of the entity or agency; or

(2) The value of the contract is at least \$1 million.

(c) A contract does not require an action or vote by the governing body of a governmental entity or state agency if:

(1) The governing body has legal authority to delegate to its staff the authority to execute the contract;

(2) The governing body has delegated to its staff the authority to execute the contract; and

(3) The governing body does not participate in the selection of the business entity with which the contract is entered into.

§46.3. Definitions

(a) "Contract" includes an amended, extended, or renewed contract.

(b) "Business entity" includes an entity through which business is conducted with a governmental entity or state agency, regardless of whether the entity is a for-profit or nonprofit entity. The term does not include a governmental entity or state agency.

(c) "Controlling interest" means: (1) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent; (2) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or (3) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers.

(d) "Interested party" means: (1) a person who has a controlling interest in a business entity with whom a governmental entity or state agency contracts; or (2) a person who actively participates in facilitating a contract or negotiating the terms of a contract with a governmental entity or state agency, including a broker, intermediary, adviser, or attorney for the business entity.

(e) "Intermediary," for purposes of this rule, means, a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:

- (1) receives compensation from the business entity for the person's participation;
- (2) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and
- (3) is not an employee of the business entity.

§46.5. Disclosure of Interested Parties Form

(a) A disclosure of interested parties form required by section 2252.908 of the Government Code must be filed on an electronic form prescribed by the commission that contains the following:

- (1) The name of the business entity filing the form and the city, state, and country of the business entity's place of business;
- (2) The name of the governmental entity or state agency that is a party to the contract for which the form is being filed;
- (3) The name of each interested party and the city, state, and country of the place of business of each interested party;
- (4) The identification number used by the governmental entity or state agency to track or identify the contract for which the form is being filed and a short description of the goods or services used by the governmental entity or state agency provided under the contract; and
- (5) An indication of whether each interested party has a controlling interest in the business entity, is an intermediary in the contract for which the disclosure is being filed, or both.

(b) The certification of filing and the completed disclosure of interested parties form generated by the commission's electronic filing application must be printed, signed by an authorized agent of the contracting business entity, and submitted to the governmental entity or state agency that is the party to the contract for which the form is being filed

(c) A governmental entity or state agency that receives a completed disclosure of interested parties form and certification of filing shall notify the commission, in an electronic format prescribed by the commission, of the receipt of those documents not later than the 30th day after the date the contract for which the form was filed binds all parties to the contract.

(d) The commission shall make each disclosure of interested parties form filed with the commission under section 2252.908(f) of the Government Code available to the public on the commission's Internet website not later than the seventh business day after the date the commission receives the notice required under subsection (c) of this section.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/02/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | | | |
|---|--|---|--|---------------|
| PRODUCER BREVARD INSURANCE AGENCY 20010 BAUER HOCKLEY RD TOMBALL TX 77377 | | CONTACT NAME: Tim Keefe PHONE (A/C, NO, EXT): 832-699-2113 FAX (A/C, NO): E-MAIL ADDRESS: tim@alanbrevardagency.com | | |
| INSURED InFocus Title, LLC 5757 Flewellen Oaks Lane Suite 702 Fulshear, Texas 77441 | | INSURER(S) AFFORDING COVERAGE | | NAIC # |
| | | INSURER A: United Specialty Insurance | | 12537 |
| | | INSURER B: | | |
| | | INSURER C: | | |
| | | INSURER D: | | |
| | | INSURER E: | | |
| | | INSURER F: | | |

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAME ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDTL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|----------|---|------------|----------|----------------|-------------------------|-------------------------|---|--------------------------------------|
| | COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE | \$ |
| | <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea Occurrence) | \$ |
| | | | | | | | MED EXP (Any one person) | \$ |
| | | | | | | | PERSONAL & ADV INJURY | \$ |
| | | | | | | | GENERAL AGGREGATE | \$ |
| | | | | | | | PRODUCTS - COMP/OP AGG | \$ |
| | | | | | | | | \$ |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | \$ |
| | <input type="checkbox"/> ANY AUTO | | | | | | BODILY INJURY (Per person) | \$ |
| | <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | \$ |
| | <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | \$ |
| | | | | | | | | \$ |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR | | | | | | EACH OCCURRENCE | \$ |
| | EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE | | | | | | AGGREGATE | \$ |
| | DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/> | | | | | | | \$ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | | PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> | \$ |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input type="checkbox"/> N/A | | | | | | E.L. EACH ACCIDENT | \$ |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | \$ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | \$ |
| A | Errors & Omissions | | | GCT-1073968-02 | 08/26/2024 | 08/26/2025 | \$2,000,000.00 \$2,000,000.00 \$2,500.00 | Per Claim Aggregate Deductible |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE