

STATE OF TEXAS

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**FIRST AMENDED PROFESSIONAL
SERVICES AGREEMENT FOR ON-
CALL TITLE REPORT SERVICES**

This First Amended Agreement ("Amended Agreement") is entered into by and between the City of San Antonio, a Texas Municipal Corporation (hereinafter referred to as "City") acting by and through its Director of the Department of Neighborhood and Housing Services (hereinafter referred to as "NSHD") Priority Title & Escrow, LLC., ("**CONTRACTOR**"), a Virginia limited liability company, both of which may be referred to herein collectively as the "Parties".

WHEREAS, the Parties entered into a Professional Services Agreement for On-Call Title Report Services which was effective on February 1, 2021 and originally set to terminate February 1, 2025 ("Original Agreement"); and

WHEREAS, the Parties have agreed to amend the Original Agreement to extend the term, increase the compensation and make certain other revisions as reflected herein.

NOW THEREFORE: THE PARTIES AGREE THAT:

SECTION 1. Article I Term is amended as follows:

**ARTICLE I
TERM**

2.1 Unless terminated earlier pursuant to any provision hereof, this AGREEMENT shall commence on the Effective Date and shall terminate on the fourth (4th) anniversary of the Effective Date ("*Term*").

2.2 CITY may, in CITY's sole and absolute discretion, unilaterally elect to renew and extend this CONTRACT for up to two (2) additional one (1) year extensions (each, a "*Renewal Period*") on the same terms provided herein. CITY may elect to exercise each option to renew and extend at any time, subject only to and contingent upon the appropriation by City Council and the availability of funding for that Renewal Period.

2.3 CITY is electing to extend the CONTRACT through June 30, 2025. This extension shall not be construed to terminate the CONTRACT on June 30, 2025. The CITY reserves the right to further renew the CONTRACT as authorized by Section 3.2.

SECTION 2. Article III Compensation is amended as follows:

**ARTICLE III
COMPENSATION**

3.1 In consideration of, and upon CONTRACTOR's performance in a satisfactory, timely, and efficient manner, as determined solely by CITY, of the Services, CITY agrees to pay CONTRACTOR an aggregate amount not to exceed **THREE HUNDRED SEVENTY-FIVE**

THOUSAND AND 00/100 DOLLARS (\$375,000.00) as total compensation for performance of the Services during the Term and, if any, the Renewal Periods. CONTRACTOR's compensation is exclusive of all out-of-pocket expenses incurred by CONTRACTOR while performing the Services. CONTRACTOR acknowledges and agrees that this is an on-call service agreement and there is no guarantee of a minimum amount of compensation hereunder.

3.2 No additional fees or expenses of CONTRACTOR shall be charged by CONTRACTOR nor be payable by CITY. Total payments to CONTRACTOR cannot exceed that amount set forth in Section 3.1 without prior approval and written agreement of the Parties.

3.3 The Services shall be performed by CONTRACTOR to CITY's satisfaction, and CITY shall not be liable for any payment under this AGREEMENT for Services which are unsatisfactory or which have not been approved by CITY. Payment for the Services shall not be paid until required reports, data, and documentation have been received and approved by CITY, as determined by the Director of Neighborhood and Housing Services as CITY's approval official. CITY shall not be obligated or liable under this AGREEMENT to any party, other than CONTRACTOR, for the payment of any monies or the provision of any goods or services.

3.4 It is expressly understood and agreed by CONTRACTOR that CITY's obligations under this AGREEMENT are contingent upon the actual receipt of adequate funds to meet CITY's liabilities hereunder. Funding for this Agreement is not limited to CDBG, HOME or NSP Grant Funds and may be provided through any available funding source allocated and approved by City Council. Should CITY not receive sufficient funds to make payments pursuant to this AGREEMENT or should the funding for the AGREEMENT be reduced, CITY shall notify CONTRACTOR in writing within a reasonable time after such fact has been determined and CITY may, at its sole option, either terminate this AGREEMENT pursuant to Article VII or reduce the Services and consideration accordingly. For the first year of this AGREEMENT, CITY has allocated up to **TWENTY THOUSAND EIGHT HUNDRED THIRTY-THREE AND 33/100 DOLLARS (\$20,833.33)**. The amount of funding allocated each year will be determined by CITY, in its discretion, based on its estimate of the potential need to utilize CONTRACTOR to perform the Services for the upcoming year and may be adjusted at any time based on anticipated needs of CITY.

3.6 Except for the compensation earned by providing Services at the rates set forth in the Price Schedule, CONTRACTOR is prohibited from charging any fee to, or soliciting donations from, any person or entity in connection with the Services.

SECTION 3. Article XVIII is amended as follows:

ARTICLE XVIII. CONTRACTOR CERTIFICATIONS

18.1 PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL:

1. Texas Government Code §2271.002 provides that a governmental entity may not enter a contract with a company for goods or services, unless the contract contains a written verification from the company that it:

- (A) does not boycott Israel; and
- (B) will not boycott Israel during the term of the contract.

2. This section only applies to a contract that:

- (A) is between a governmental entity and a company with 10 or more full-time employees; and
- (B) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

3. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli controlled territory, but does not include an action made for ordinary business purposes.

4. "Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit. This term does not include a sole proprietorship.

5. By executing this AGREEMENT, CONTRACTOR hereby verifies and certifies that it does not boycott Israel, and will not boycott Israel during the Term of the AGREEMENT including all renewal periods. CITY hereby relies on CONTRACTOR's verification and certification. If found to be false, CITY may terminate the contract for material breach.

18.2 CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATIONS PROHIBITED

1. Texas Government Code §2252.152 provides that a governmental entity may not enter a governmental contract with a company that is identified on a list prepared and maintained under Texas Government Code §§2270.0201 or 2252.153. CONTRACTOR hereby certifies that it is not identified on such a list and that it will notify CITY should it be placed on such a list while under contract with CITY.

2. CITY hereby relies on CONTRACTOR's certification. If found to be false, or if CONTRACTOR is identified on said list during its contract with CITY, CITY may terminate the AGREEMENT for material breach.

18.3. PROHIBITION ON CONTRACTS WITH COMPANIES THAT DISCRIMINATE AGAINST FIREARM AND AMMUNITION INDUSTRIES

1. This section only applies to a contract that:

- (A) is between a governmental entity and a company with 10 or more full-time employees; and
- (B) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

2. "Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit. This term does not include a sole proprietorship.

3. "Discriminate against a firearm entity or firearm trade association": (A) means, with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association.

4. Texas Government Code §2274 provides that a governmental entity may not enter into a contract with a company for goods or services, unless the contract contains a written verification from the company that it: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

5. By submitting an offer to or executing contract documents with the City of San Antonio, Company hereby verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association. City hereby relies on Company's verification. If found to be false, City may terminate the contract for material breach.

SECTION 4. Article XIX is amended as follows:

ARTICLE XIX RESERVED

SECTION 5. Article XXIV is amended as follows:

ARTICLE XXIV NOTICES

24.1 All notices, demand, requests, and other communications hereunder shall be in writing and shall be deemed to have been given:

- (A) when delivered by hand (with written confirmation of receipt);

(B) one (1) business day after being sent by reputable private courier service for next business day delivery (receipt requested); or

(C) two (2) business days after being deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested.

All notices, demands, requests or other communications to be sent to a Party must be sent to or made at the address set forth below or at such other address as such Party may specify by providing at least ten (10) days' prior written notice thereof to the other Party in accordance with this Section 21.1. A Party's rejection or other refusal of a notice, demand or request submitted by the other Party, or the inability to deliver such communications because of changed address of which no notice was given as herein required, shall be deemed to be receipt of the notice, demand or request sent.

If to CITY:

City of San Antonio
Neighborhood and Housing Services Department
Attn: Director
1400 South Flores
San Antonio, Texas 78204

With a copy to:

City of San Antonio
Attn: General Fund Housing Attorney
City Attorney's Office
P.O. Box 839966
San Antonio, Texas 78283-3966

If to CONTRACTOR:

Priority Title & Escrow, LLC
Attn: Chief Operations Officer
641 Lynnhaven Pkwy.
Virginia Beach, Virginia 23452

Notices of changes of address by either Party must be made in writing delivered to the other Party's last known address within five (5) business days of the change.

SECTION 6. All other provisions of the Original Agreement not amended herein shall remain in full force and effect.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Parties have executed this Amended AGREEMENT on the dates shown below to be effective February 1, 2021 (the "Effective Date").

EXECUTED and AGREED to by:

CITY OF SAN ANTONIO

Samantha Diaz
Grants Administrator

SERVICE PROVIDER:

PRIORITY TITLE &
ESCROW, LLC

By: 

Title: 

Date: 

Approved as to Form:

Jameene Yvonne Williams
Assistant City Attorney