

AMENDMENT #2
to
AGREEMENT # #2021-083
PUBLIC SECTOR PROCUREMENT CONSULTING SERVICES

This AMENDMENT (“Amendment”) to the Services **Agreement #2021-083** (“Original Contract”) is made and entered into effective the date of last signature below by and between the NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS, a Texas political subdivision and non-profit corporation, hereinafter referred to as “NCTCOG”, and

Civic Initiatives, LLC
Attn: Derrek Davis
7000 N Mopac Expressway, Suite 200
Austin, TX 78731
(512) 523-4843
ddavis@civicinitiatives.com

hereinafter referred to as “Service Provider”, (collectively, “the Parties”).

WHEREAS, the Parties entered into the Original Contract on **March 3, 2022**; and

WHEREAS, Section 9.15 of the Original Contract allows for amendments; and

WHEREAS, the Parties agree to amend the Original Contract in accordance with the terms of the Original Contract, as well as the terms provided herein.

NOW, THEREFORE, in consideration of the mutual covenants expressed herein, NCTCOG and the Service Provider mutually covenant and agree to:

- Amend Section 3.2 by revising the section label to read:

3.2. Termination for Convenience.

- Amend Section 4.2 Reporting to read as follows:

NCTCOG intends to make this Agreement available to other governmental entities through its TXShare cooperative purchasing program. NCTCOG has contracted Civic Marketplace as a digital marketplace for selected TXShare awarded contracts and to serve as NCTCOG’s collector of reports and remunerative fees referenced in Section 5.2 of the Master Services Agreement. Unless otherwise directed in writing by NCTCOG, Contractor shall submit to Civic Marketplace on a calendar quarterly basis a report that identifies any new client Participating Entities, the date(s) and order number(s), and the total contracted value of service(s) that each Participating Entity has purchased and paid in full under this Master Service Agreement. Reporting and invoices should be submitted to:

Civic Marketplace, Inc.
6502 Glen Abbey
Abilene, TX 79606
support@civicmarketplace.com

- Amend Section 9.1 by adding the following:

Contractor Point of Contact for Sales:

Name: Derrek Davis

Phone: (512)523-4834

Email: opps@civicinitiatives.com

- Amend Article X to include the following language:

10.23 Trafficking in Persons

Contractor agrees to comply with all applicable provisions of 2 CFR §175.15. NCTCOG, the Contractor, and its subcontractors are prohibited from (i) engaging in severe forms of trafficking in persons during the period of time that the award is in effect; (ii) procure a commercial sex act during the period of time that the award is in effect; (iii) used force labor in the performance of the award or subawards under the award. The Federal award agency may unilaterally terminate the award, without penalty, if the Contractor (i) is determined to have violated an applicable prohibition; (ii) has an employee who is determined by the agency officially authorized to terminate the award to have violated an applicable prohibition of this award term. NCTCOG must notify the Federal award agency immediately if any information received from the Contractor indicates a violation of the applicable prohibitions.

This Amendment binds and benefits both Parties and any successors or assigns. This document, including the Original Contract, is the entire agreement between the Parties.

All other terms of the Original Contract remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the authorized representatives of the Parties hereby execute this Amendment.

Civic Initiatives, LLC

North Central Texas Council of Governments



Signed by:
Mike Eastland
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4/1/2025

Signature

Date

Signature

Date

Derrek Davis

Printed Name

R. Michael Eastland
Executive Director

Chief Operating Officer & Director of Engagements

Title