

**AMENDMENT #1**  
**to**  
**MSA# 2024-019**  
**EXECUTIVE SEARCH SERVICES**

This AMENDMENT (“Amendment”) to the Services **Agreement #2024-019** (“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

**Cooperative Personnel Services dba CPS HR Consulting**  
**2450 Del Paso Road**  
**Suite 220**  
**Sacramento, CA 95834**  
[masher@cpsshr.us](mailto:masher@cpsshr.us)

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

WHEREAS, the Parties entered into the Original Contract on **May 16, 2024**; 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 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](mailto:support@civicmarketplace.com)

- Amend **Article X** to include the following language:

**10.23     *Trafficking in Persons***

*Proposer 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.*

**10.24 Domestic Preference for Procurements**

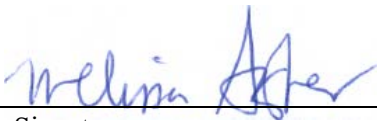
*As appropriate and to the extent consistent with law, the PROVIDER should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Consistent with §200.322, the following items shall be defined as: “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.*

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.

**Cooperative Personnel Services  
dba CPS HR Consulting**



03/25/2025

Signature

Date

Melissa Asher

Printed Name

Chief of Client Services

Title

**North Central Texas Council of Governments**

Signed by:  
  
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3/28/2025

Signature

Date

R. Michael Eastland

Executive Director