

**AMENDMENT #2**  
**to**  
**Agreement # 2021-005 Temporary Staffing Services**

This AMENDMENT (“Amendment”) to the Services Agreement #2021-005 (“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

**22<sup>nd</sup> Century Technologies, Inc.**  
**8251 Greensboro Drive, Suite 900**  
**McLean, VA 22102**  
**Attn: Isha Sharma**  
**(866) 537-9191 option 2**  
**sledproposals@tscti.com**

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

WHEREAS, the Parties entered into the Original Contract on **July 13, 2021**; 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:

- **revise Attachment I, Pricing for SHARE, of the Original Agreement by executing an adjustment of fees shown in Attachment II**
  
- **amend the Original Contract to include the language on Attachment I incorporated herein.**

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.

**22<sup>nd</sup> Century Technologies, Inc.**

**North Central Texas Council of Governments**

**Isha  
Sharma**

Digitally signed by Isha Sharma  
DN: cn=Isha Sharma, o=22nd Century  
Technologies, Inc., ou=Contracts  
Manager,  
email=sledproposals@tscti.com, c=US  
Date: 2023.06.01 15:24:38 -04'00'

**06/01/2023**

Signature

Date

Isha Sharma

Printed Name

Contracts Manager

Title

DocuSigned by:

*Mike Eastland*

**6/21/2023**

A4E72C4BEF0F426...

Signature

Date

R. Michael Eastland

Executive Director

**ATTACHMENT I**

**NCTCOG FEDERAL AND STATE OF TEXAS REQUIRED PROCUREMENT PROVISIONS**

**The following provisions are mandated by Federal and/or State of Texas law. Failure to certify to the following will result in disqualification of consideration for contract. Entities or agencies that are not able to comply with the following will be ineligible for consideration of contract award.**

**PROHIBITED TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT CERTIFICATION**

This Contract is subject to the Public Law 115-232, Section 889, and 2 Code of Federal Regulations (CFR) Part 200, including §200.216 and §200.471, for prohibition on certain telecommunications and video surveillance or equipment.

Public Law 115-232, Section 889, identifies that restricted telecommunications and video surveillance equipment or services (e.g., phones, internet, video surveillance, cloud servers) include the following:

- A) Telecommunications equipment that is produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliates of such entities).
- B) Video surveillance and telecommunications equipment produced by Hytera Communications Corporations, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliates of such entities).
- C) Telecommunications or video surveillance services used by such entities or using such equipment.
- D) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, Director of the National Intelligence, or the Director of the Federal Bureau of Investigation reasonably believes to be an entity owned or controlled by the government of a covered foreign country.

The entity identified below, through its authorized representative, hereby certifies that no funds under this Contract will be obligated or expended to procure or obtain telecommunication or video surveillance services or equipment or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system prohibited by 2 CFR §200.216 and §200.471, or applicable provisions in Public Law 115-232 Section 889.

The Contractor or Subrecipient hereby certifies that it does comply with the requirements of 2 CFR §200.216 and §200.471, or applicable regulations in Public Law 115-232 Section 889.

**SIGNATURE OF AUTHORIZED PERSON:**

**Isha Sharma**

Digitally signed by Isha Sharma  
DN: cn=Isha Sharma, o=22nd Century  
Technologies, Inc., ou=Contracts Manager,  
email=ishedproposals@tscti.com, c=US  
Date: 2023.06.01 15:24:50 -0400

**NAME OF AUTHORIZED PERSON:**

**Isha Sharma**

**NAME OF COMPANY:**

**22nd Century Technologies, Inc.**

**DATE:**

**06/01/2023**

**-OR-**

The Contractor or Subrecipient hereby certifies that it cannot comply with the requirements of 2 CFR §200.216 and §200.471, or applicable regulations in Public Law 115-232 Section 889.

**SIGNATURE OF AUTHORIZED PERSON:**

\_\_\_\_\_

**NAME OF AUTHORIZED PERSON:**

\_\_\_\_\_

**NAME OF COMPANY:**

\_\_\_\_\_

**DATE:**

\_\_\_\_\_

### DISCRIMINATION AGAINST FIREARMS ENTITIES OR FIREARMS TRADE ASSOCIATIONS

This contract is subject to the Texas Local Government Code chapter 2274, Subtitle F, Title 10, prohibiting contracts with companies who discriminate against firearm and ammunition industries.

TLGC chapter 2274, Subtitle F, Title 10, identifies that "discrimination against a firearm entity or firearm trade association" includes the following:

- 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; and
  - 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.
  
- B) An exception to this provision excludes the following:
  - I. contracts with a sole-source provider; or
  - II. the government entity does not receive bids from companies who can provide written verification.

The entity identified below, through its authorized representative, hereby certifies that they have no practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and that they will not discriminate during the term of the contract against a firearm entity or firearm trade association as prohibited by Chapter 2274, Subtitle F, Title 10 of the Texas Local Government Code.

**The Contractor or Subrecipient hereby certifies that it does comply with the requirements of Chapter 2274, Subtitle F, Title 10.**

**SIGNATURE OF AUTHORIZED PERSON:**

Isha Sharma

Digitally signed by Isha Sharma  
DN: cn=Isha Sharma, o=22nd Century  
Technologies, Inc., ou=Contracts Manager,  
email=stedproposals@sctci.com, c=US  
Date: 2023.06.01 15:25:29 -0400

**NAME OF AUTHORIZED PERSON:**

Isha Sharma

**NAME OF COMPANY:**

22nd Century Technologies, Inc.

**DATE:**

06/01/2023

-OR-

**The Contractor or Subrecipient hereby certifies that it cannot comply with the requirements of Chapter 2274, Subtitle F, Title 10.**

**SIGNATURE OF AUTHORIZED PERSON:**

**NAME OF AUTHORIZED PERSON:**

**NAME OF COMPANY:**

**DATE:**

**BOYCOTTING OF CERTAIN ENERGY COMPANIES**

This contract is subject to the Texas Local Government Code chapter 809, Subtitle A, Title 8, prohibiting contracts with companies who boycott certain energy companies.

TLGC chapter Code chapter 809, Subtitle A, Title 8, identifies that "boycott energy company" means, without an ordinary business purpose, 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 with a company because the company:

- I. engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; and
- II. does business with a company described by paragraph (I).

The entity identified below, through its authorized representative, hereby certifies that they do not boycott energy companies, and that they will not boycott energy companies during the term of the contract as prohibited by Chapter 809, Subtitle A, Title 8 of the Texas Local Government Code.

The Contractor or Subrecipient hereby certifies that it does comply with the requirements of Chapter 809, Subtitle A, Title 8.

SIGNATURE OF AUTHORIZED PERSON:

Isha Sharma

Digitally signed by Isha Sharma  
DN: cn=Isha Sharma, o=22nd Century Technologies, Inc., ou=Contracts Manager, email=sledproposals@tscti.com, c=US  
Date: 2023.06.01 15:25:40 -04'00'

NAME OF AUTHORIZED PERSON:

Isha Sharma

NAME OF COMPANY:

22nd Century Technologies, Inc.

DATE:

06/01/2023

**-OR-**

The Contractor or Subrecipient hereby certifies that it cannot comply with the requirements of Chapter 809, Subtitle A, Title 8.

SIGNATURE OF AUTHORIZED PERSON:

NAME OF AUTHORIZED PERSON:

NAME OF COMPANY:

DATE:

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**Attachment II**  
**Pricing for SHARE**

For Temporary Staffing Services, contractor shall quote participating SHARE Entities the rates and/or discount required for a custom implementation of the services specified by the RFP. Contractor's proposed minimum discount for products and services are found below.

<b>Staffing Categories</b>	<b>New Proposed Mark-up (TSCTI)%</b>
Administrative/Clerical	35
Customer/Community Services	35
Finance/Accounting	35
General Labor/Maintenance	35
Planning/Program/Project Management	35
Professional/Management Services	35
Technical	35

<b>Position</b>	<b>Staffing Category</b>	<b>New Proposed base rates (TSCTI)</b>
Administrative Assistant	Administrative/Clerical	<b>25.41</b>
Senior Administrative Assistant	Administrative/Clerical	<b>28.88</b>
Clerk	Administrative/Clerical	<b>20.79</b>
Receptionist	Administrative/Clerical	<b>23.10</b>
Secretary	Administrative/Clerical	<b>25.41</b>
Code Enforcement Officer	Customer Service/Community Service	<b>36.96</b>
Volunteer Coordinator	Customer Service/Community Service	<b>28.88</b>
Accounting Technician	Finance/Accounting	<b>28.88</b>
Accounts Payable	Finance/Accounting	<b>31.19</b>
Auditor	Finance/Accounting	<b>33.50</b>
Fiscal Analyst	Finance/Accounting	<b>28.88</b>
Payroll Administrator	Finance/Accounting	<b>31.19</b>
Senior Accountant	Finance/Accounting	<b>33.50</b>
Crewleader	General Labor/Maintenance	<b>18.48</b>
Custodian	General Labor/Maintenance	<b>16.17</b>
Heavy Equipment Operator	General Labor/Maintenance	<b>28.88</b>
Laborer	General Labor/Maintenance	<b>17.33</b>
Maintenance Worker - Parks	General Labor/Maintenance	<b>20.79</b>
Maintenance Worker - Streets	General Labor/Maintenance	<b>21.95</b>
Utilities Technician	General Labor/Maintenance	<b>28.88</b>
GIS Technician II	Technical	<b>58.91</b>
Network Administrator	Technical	<b>65.84</b>
Network Specialist	Technical	<b>75.08</b>
Web Developer	Technical	<b>68.15</b>