

AMENDMENT #2
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

Baker Tilly Advisory Group, LP
Attn: Carol Jacobs
205 N. Michigan Ave
28th Fl
Chicago, IL 60601-5927
carol.jacobs@bakertilly.com.

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

WHEREAS, the Parties entered into the Original Contract on **June 12, 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 **Appendix A – Statement of Work** as follows:

Remove all references to Category #1 – Executive Search and Recruitment Services

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

10.25 Whistleblower Protection. PROVIDER agrees to comply with whistleblower rights and protections under 41 USC 4712 and 2 CFR 200.217. NCTCOG, the PROVIDER, and its subcontractors shall not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. NCTCOG and the PROVIDER must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. 4712.

10.26 Internal Controls. The PROVIDER agrees to comply with all applicable provisions of 2 CFR 200.303 to establish, document, and maintain effective internal control over the federal award in compliance with federal statutes, regulations, and the terms and conditions of the federal award, including reasonable cybersecurity and other measures to safeguard information.

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.

Baker Tilly Advisory Group, LP

North Central Texas Council of Governments

DocuSigned by:
Carol Jacobs 11/6/2025
Signature _____ Date _____

Signed by:
Todd Little 12/1/2025
Signature _____ Date _____

Carol Jacobs
Printed Name
Managing Director
Title

Todd Little
Executive Director