Navjoy Consulting Services, Inc.

### **AMENDMENT #1**

to

# Agreement # 2022-035 Roadway Workzone Data Reporting Service

This AMENDMENT ("Amendment") to the Services Agreement #2022-035 ("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

Navjoy Consulting Services, Inc. 7340 East Caley Ave., Ste. 100W Centennial, CO 80111 Attn: Navin Nageli (303) 885-9648 mnageli@navjoyinc.com

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

WHEREAS, the Parties entered into the Original Contract on **December 16,2022** 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:

 Extend the Original Contract through November 30, 2024. This is year 1 of 4 of the optional renewals.

**North Central Texas Council of** 

 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.

		Governments	
		DocuSigned by:	
kandace greene Signature	11/17/2023	Mike Eastland	11/17/2023
Signature	Date	Signature	Date
Kandace Greene		R. Michael Eastland	
Printed Name		Executive Director	
Business Manager			
Title			

DATE:

### **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.

1	Tr
<u> </u>	y certifies that it does comply with the requirements of 2 CFR gulations in Public Law 115-232 Section 889.
SIGNATURE OF AUTHORIZED PERSON:	kandace greens
NAME OF AUTHORIZED PERSON:	Kandace Greene
NAME OF COMPANY:	Navjoy Consulting Services, Inc.
DATE:	11/17/2023
•	-OR- y certifies that it cannot comply with the requirements of 2 CFR gulations in Public Law 115-232 Section 889.
SIGNATURE OF AUTHORIZED PERSON:	
NAME OF AUTHORIZED PERSON:	
NAME OF COMPANY:	

## 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

DATE:

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 her 2274, Subtitle F, Title 10.	eby certifies that it does comply with the requirements of Chapter
SIGNATURE OF AUTHORIZED PERSON:	kandace greene
NAME OF AUTHORIZED PERSON:	Kandace Greene
NAME OF COMPANY:	Navjoy Consulting Services, Inc.
DATE:	11/17/2023
	-OR-
☐ The Contractor or Subrecipient here 2274, Subtitle F, Title 10.	eby certifies that it cannot comply with the requirements of Chapter
SIGNATURE OF AUTHORIZED PERSON:	
NAME OF AUTHORIZED PERSON:	
NAME OF COMPANY:	

## **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 here 809, Subtitle A, Title 8.	eby certifies that it does comply with the requirements of Chapter	
SIGNATURE OF AUTHORIZED PERSON:	kandace greens	
NAME OF AUTHORIZED PERSON:	Kandace Greene	
NAME OF COMPANY:	Navjoy Consulting Services, Inc.	
DATE:	11/17/2023	
	-OR-	
☐ The Contractor or Subrecipient here 809, Subtitle A, Title 8.	by certifies that it cannot comply with the requirements of Chapter	
SIGNATURE OF AUTHORIZED PERSON:		
NAME OF AUTHORIZED PERSON:		
NAME OF COMPANY:		
DATE:		