

**AMENDMENT #1
To
AGREEMENT # NCT-2019-028
DISASTER RECOVERY PLAN IMPLEMENTATION**

This AMENDMENT #1 (“Amendment”) to the Agreement # **NCT-2019-028 Disaster Recovery Plan Implementation** (“Original Contract”) is made and entered into effective the date of the 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

**Innovative Emergency Management, Inc.
Attn: Keith Reynolds| Keith.Reynolds@IEM.com| (225) 952-8191 x8917
2801 Slater Road, Suite 110
Morrisville, NC 27560**

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

WHEREAS, the Parties entered into the Original Contract on May 14, 2019; 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:

- **The Original Contract, which is attached hereto as part of this Renewal, has an initial term end date of April 30, 2020, with the option to renew for four (4) additional one-year terms.**
- **Extend the Original Contract for one (1) additional term, which will begin April 30, 2021 and will end on April 29, 2022. This is year 2 of 4 of the renewal options.**
- **Amend the Original Contract to include the language on Appendix B 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.

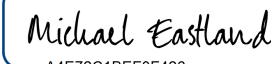
IN WITNESS WHEREOF, the authorized representatives of the Parties hereby execute this Amendment.

Innovative Emergency Management, Inc.

North Central Texas Council of Governments

DocuSigned by:

 April 20, 2021
 Signature _____ Date

DocuSigned by:

 4/20/2021
 Signature _____ Date

Ryan Ausman

Printed Name

R. Michael Eastland
Executive Director

Manager of Contract Administration
Title

APPENDIX B

**NCTCOG AGREEMENT/CONTRACT CLAUSES FOR COMPLIANCE
WITH THE
PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE
SERVICES OR EQUIPMENT**

Pursuant to Public Law 115-232, Section 889, and 2 Code of Federal Regulations (CFR) Part 200, including §200.216 and §200.471, NCTCOG is prohibited from using federal funds to procure, contract with entities who use, or extend contracts with entities who use certain telecommunications and video surveillance equipment or services provided by certain Chinese controlled entities. The CONTRACTOR agrees that it is not providing NCTCOG with or using telecommunications and video surveillance equipment and services as prohibited by 2 CFR §200.216 and §200.471. Contractor shall certify its compliance through execution of the "Prohibited Telecommunications and Video Surveillance Services or Equipment Certification," which is included as Appendix [2] of this Contract. The Contractor shall pass these requirements down to any of its subcontractors funded under this Agreement. The CONTRACTOR shall notify NCTCOG if the CONTRACTOR cannot comply with the prohibition during the performance of this Contract.

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 RFP or any resulting 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 Respondent 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:

DocuSigned by:

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NAME OF AUTHORIZED PERSON:

Ryan Ausman, Manager of Contract Administration

NAME OF COMPANY:

Innovative Emergency Management, Inc.

DATE:

April 20, 2021

-OR-

The Respondent 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:
