

**AMENDMENT TO CONTRACT  
FOR  
MARKETING & PUBLIC RELATIONS SERVICES  
2020 Contract VT20-002**

**I. THE PARTIES**

- 1.01 City of Appleton, a Wisconsin municipal corporation, through Valley Transit, doing business at 801 South Whitman Avenue, Appleton, WI 54914 (“City”).
- 1.02 Red Shoes Inc., 2000 South Memorial Drive, Suite 313, Appleton, WI 54915 (“Contractor”).

**II. THE RECITALS**

- 2.01 The Parties entered into a contract for marketing and public relations services on or about August 24, 2020, which is incorporated herein by reference (“Contract”).
- 2.02 The Contract had an initial term of three (3) years with automatic one (1) year extensions for the fourth and fifth years.
- 2.03 The Parties wish to extend the Contract beyond the five (5) years contemplated in the Contract such that the Contractor shall provide their services until December 31, 2025.
- 2.04 The Parties wish to update certain Federal clauses that have changed since the Contract was initially entered.

**III. THE AGREEMENT**

***NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:***

The Recitals are hereby made a part of the Agreement.

- 3.01 This Amendment shall memorialize an extension of the Contract through December 31, 2025.
- 3.02 Contractor’s rates for Year 5 of the Contract shall continue through December 31, 2025.
- 3.03 Attachment 1 to this Amendment, Additional Federal Contract Clauses, are to be inserted into Appendix 1 – Federal Contract Clauses of the Contract.

3.04 Except as expressly set forth in this Amendment, all terms and conditions of the Contract remain in full force and effect.

**IV. MISCELLANEOUS**

4.01 In the event that any part of this Amendment is found to be illegal, that part shall be stricken, and the Amendment interpreted as if that part did not exist.

4.02 This Amendment may be executed in counterparts, either by original signature or verified electronic signature, each of which shall be deemed an original, but such counterparts shall together constitute but one and the same agreement. The headings in this Agreement are inserted for convenience of reference only and shall not constitute a part hereof.

4.03 This Agreement may be supplemented or amended only by written instrument executed by the parties affected by such supplement or amendment.

***IN WITNESS WHEREOF***, the parties have caused the forgoing instrument to be executed on the day and year of the last signature below.

**Red Shoes Inc., Contractor:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**City of Appleton:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Jacob A. Woodford, Mayor

Kami Lynch, City Clerk

Approved as to form:

Countersigned pursuant to §62.09(10), Wis. Stats.

\_\_\_\_\_  
Christopher R. Behrens, City Attorney

\_\_\_\_\_  
Jeri A. Ohman, Director of Finance

**ATTACHMENT 1**  
**ADDITIONAL FEDERAL CONTRACT CLAUSES**

**Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.**

(a) Valley Transit's Contractors and subrecipients are prohibited from obligating or expending loan or grant funds to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](#), section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
  - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
  - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
  - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under [Public Law 115-232](#), section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

**Safe Operation of Motor Vehicles. (a) Seat Belt Use.**

23 U.S.C. § 402 note, (62 Fed. Reg. 19217)

The Contractor agrees to implement Executive Order No. 13043, "Increasing Seat Belt Use in the United States," by adopting and promoting on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles.

**Safe Operation of Motor Vehicles. (b) Distracted Driving, Including Text Messaging While Driving.**

23 U.S.C. § 402 note, (74 Fed. Reg. 51225)

The Contractor agrees to comply with: (1) Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," (2) U.S. DOT Order 3902.10, "Text Messaging While Driving," and (3) The following U.S. DOT Special Provision pertaining to Distracted Driving:

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Recipient owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the Award, or when performing any work for or on behalf of the Award;

The Contractor agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

**FTA Master Agreement (28) Section 39(b).**

Notification to FTA; Flow Down Requirement. If a current or prospective legal matter that may affect the Federal Government emerges, the Valley Transit must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Valley Transit is located. Valley Transit must include a similar notification requirement in its Third Party Agreements (Contractors) and must require each Contractor to include an equivalent provision in its subagreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.

(1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

(2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and

(3) Additional Notice to U.S. DOT Inspector General. Valley Transit must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which it is located, if Valley Transit has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the Project is subject to this Agreement or another agreement between Valley Transit and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant (Contractor) of Valley Transit. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of Valley Transit. In this paragraph, "promptly" means to refer information without delay and without change. This notification provision applies to all divisions of Valley Transit, including divisions tasked with law enforcement or investigatory functions.