

NORTH CAROLINA  
WAKE COUNTY

## **CONTRACT AMENDMENT (First)**

THIS CONTRACT AMENDMENT (“First Amendment”) is entered into by and between Capital Area Metropolitan Planning Organization Authority (CAMPO), hereinafter referred to as the “Contractor”, and the City of Raleigh, a North Carolina municipal corporation, hereinafter referred to as the “City”.

WHEREAS, the City and the Contractor have entered into a contract dated May 6, 2024 (hereafter, the “Contract”), for the Contractor to perform certain services,

WHEREAS, the City and the Contractor desire to amend the Contract, as more fully described in this First Amendment.

WHEREAS, capitalized terms not otherwise defined in this First Amendment shall have the meanings ascribed to them in the Contract.

WHEREAS, the City and the Contractor desire to reduce the terms of this amendment to writing;

NOW, THEREFORE, for and in consideration of the mutual promises to each other, as hereinafter set forth, the City and the Contractor do mutually agree to amend the Contract, as follows:

**All invoices must include the following Purchase Order Number 2400008431.** Invoices submitted without the correct purchase order number will result in delayed payment.

1. The term of the Contract is hereby extended through and including March 31, 2027 to allow completion of approved tasks in the Federal Transit Administration grant award NC-2024-073.

2. **ACKNOWLEDGEMENT OF CITY BRAND, TREE LOGO OWNERSHIP AND RESTRICTIONS**

The City of Raleigh has developed proprietary branding (the “City Brand”) centered around the Raleigh tree mark logo (the “Tree Logo”). The City’s exclusive rights and ownership in and to the Tree Logo are protected under trademark and copyright, including U.S. Copyright Reg. No. VAu1-322-896, N.C. State Trademark Registration Reg. No. T-23070 and Federal Trademark Registration Reg. No. 5,629,347, as well as under other federal and state laws. Contractor acknowledges and understands that the City is not conferring any license to Contractor under the Contract to use or depict the Tree Logo or other aspects of the City Brand. Contractor shall not make any use or depiction of the Tree Logo or other aspects of the City Brand without the prior express written approval of the City. In this regard, should any materials being produced by Contractor for the City under the Contract contemplate use or depiction of the Tree Logo, including, but not limited to, printed materials, digital media, signage and/or display materials, Contractor shall proceed under the auspices and direction of

the City's Communications Department and shall comply with all guidelines and restrictions governing use or depiction of the Tree Logo.

3. IRAN DIVESTMENT ACT CERTIFICATION

Contractor certifies that, as of the date listed below, it is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. § 147-86.55, *et seq.* In compliance with the requirements of the Iran Divestment Act and N.C.G.S. § 147-86.59, Contractor shall not utilize in the performance of the Contract any subcontractor that is identified on the Final Divestment List.

4. COMPANIES BOYCOTTING ISRAEL DIVESTMENT ACT CERTIFICATION

Contractor certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. 147-86.81.

5. Except as specifically changed by this First Amendment, all other terms, conditions and other provisions of the Contract remain in full force and effect. In the event the term(s) of this First Amendment conflict with the term(s) of the Contract, then the terms of this First Amendment shall prevail and control.

*The remainder of this page remains blank intentionally.*

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment by digital signature, under seal, on the respective dates below, and this First Amendment shall be effective upon the date of the City's signature.

CONTRACTOR:

Capital Area Metropolitan Planning  
Organization Authority (CAMPO)

By:

\_\_\_\_\_(SEAL)  
Signature

\_\_\_\_\_  
Chris Lukasina  
Name

\_\_\_\_\_  
Executive Director  
Title

\_\_\_\_\_  
Date of Signature

ATTEST:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Brenda Landes  
Name

\_\_\_\_\_  
Fiscal Analyst  
Title

City of Raleigh Contract Number 0000004447

CITY:

CITY OF RALEIGH  
a North Carolina municipal corporation

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Michael Moore  
Name

\_\_\_\_\_  
Assistant City Manager  
Title

\_\_\_\_\_  
City Manager Office  
Department

\_\_\_\_\_  
Date of Signature

ATTEST:

\_\_\_\_\_(SEAL)  
City Clerk (or designee)

This instrument has been pre-audited in the  
manner required by the Local Government  
Budget and Fiscal Control Act.

\_\_\_\_\_  
Chief Financial Officer (or designee)