

AMENDMENT TO CONTRACT

This **AMENDMENT TO CONTRACT** made and entered into as of the ____ day of _____, 2012, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT** (“LFUCG”), and **GROUP CJ** (“CJ”) for services hereinafter described for the Lexington-Fayette Urban County Government.

WHEREAS, Group CJ was the most responsive proposer to RFP No. 11-2011 for stormwater education and outreach services for LFUCG’s Division of Environmental Policy; and

WHEREAS, a Contract for Services, dated July 7, 2011, was entered into between LFUCG and CJ pursuant to Resolution No. 201-11 describing the scope of services to be provided by CJ and the compensation for such services; and

WHEREAS, by Resolution No. 536-12 the Contract for Services was renewed for an additional one (1) year period beginning July 1, 2012; and

WHEREAS, LFUCG is launching an education and outreach campaign to advise customers of changes to municipal sanitary sewer, water quality management and landfill fee billing and payment procedures (“Billing Change Project”); and

WHEREAS, LFUCG has determined to employ CJ to perform the additional services necessary under the Billing Change Project; and

WHEREAS, LFUCG and CJ have agreed to amend the existing Contract for Services to add services related to the Billing Change Project to the scope of services to be provided by CJ;

WITNESSETH: That for and in consideration of the mutual promises and conditions set forth below, LFUCG and CJ agree:

1. That Section 1. Scope of Services. in the Contract for Services dated July 7, 2011, be and hereby is amended by adding paragraphs c. and d. to read as follows:

1. SCOPE OF SERVICES.

c. Group CJ will provide education and outreach services to advise LFUCG (CLIENT) customers of upcoming changes to municipal sanitary sewer, water quality management and landfill fee billing and payment procedures (“Billing Change Project”).

d. Specific activities for the Billing Change Project may include but not be limited to advertising and marketing services, media relations, community relations and public relations as further described in the Scope of Services which is attached hereto as Exhibit A and incorporated herein by reference as if fully set forth herein. All activities undertaken by Group CJ on behalf of LFUCG (CLIENT) will be performed only at the specific and stated direction of LFUCG (CLIENT).

2. That Section 2. Compensation. in the Contract for Services dated July 7, 2011, be and hereby is amended by adding a paragraph at the end of the current Section to read as follows:

2. COMPENSATION.

For the services described in Exhibit A, Phase 1 initial campaign, Group CJ shall be compensated at an estimated total not to exceed \$225,000 for the contract period, which starts June 22, 2012 and extends through June 30, 2013. In the event LFUCG determines additional outreach is necessary, and upon the request of LFUCG, Group CJ shall be compensated for a campaign extension at an estimated total not to exceed \$150,000. Mass media

expenditures will be determined by LFUCG and Group CJ will be reimbursed for payment of mass media outreach. It is understood that Group CJ retains agency commissions and any non-commissionable media a 15% margin would be reflected. A summary of billing activity will be delivered to LFUCG on a monthly basis.

3. The remaining provisions of the Contract for Services between the parties dated July 7, 2011 are not affected by this Amendment and shall remain in full force and effect during the applicable contract periods.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the day and year first above written.

**LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT**

BY: _____
JIM GRAY, MAYOR

ATTEST:

SUSAN LAMB, COUNCIL CLERK

GROUP CJ

BY: _____
TITLE: _____

STATE OF KENTUCKY)
COUNTY OF FAYETTE)

Subscribed, sworn to and acknowledged before me by _____, for and on behalf of Group CJ on this the ____ day of _____, 2012.

My commission expires: _____
NOTARY PUBLIC, STATE AT LARGE,
KENTUCKY

Billing Change Project Scope of Services

1. Project Management
 - a. Group CJ shall provide project management services to manage and ensure completion of the project on schedule and within budget. A single point of contact shall be identified regarding project status, issues, schedule and logistical matters related to the work.
2. Message Development
 - a. Group CJ shall understand the operation of the new billing and payment processes, identifying and prioritizing critical information to be transferred.
 - b. Group CJ shall define communication objectives and develop messages to build awareness of LFUCG billing and payment changes for the audiences mentioned above and others as identified.
 - c. The messaging shall require approval from Lexington's Division of Environmental Policy. Group CJ and DEP shall agree upon turnaround times for feedback and modifications.
3. Education & Outreach Plan Development

- a. Group CJ shall create an Education & Outreach Plan, identifying channels and recommending educational material for development. The plan shall include creative services, art direction, copy, graphic design, production and media placement.
- b. The plan shall be comprehensive, leveraging existing LFUCG communication capabilities and available channels for an integrated communication approach. Specifications for supplementary micro-sites or website pages should be addressed in the plan.
- c. As applicable, the plan shall incorporate the name and any graphic elements associated with the Billing Change Project.
- d. The plan will include clearly defined, measurable goals and objectives for target audiences and for messages. The plan will include performance measurement details to monitor the success of the education outreach.
- e. The plan shall specify activities and set forth a proposed outreach timeline for public education, public affairs, media relations and collateral development to assure that all required services are completed in a timely manner within the contract period.

EXHIBIT A