

**ADDENDUM TO  
CREATIVE CONTRACT FOR  
LEAF COLLECTION ASSETS**

This Addendum amends the July 5, 2022 Contract for Services, to the extent of the new services provided by increasing the services provided by Mackey Group LLC and the funds provided by LFUCG, as described herein.

**Project Goals and Objectives**

The leaf vacuum program is a service offered to Fayette County residents with city waste collection once each fall. A primary benefit of this program is diverting leaves from the landfill to the city's mulching program. Communication to folks who benefit about this program, both its timing and purpose, is important to the program's success.

In FY23, vacuum collection will take longer and the schedule is anticipated to shift more frequently than in past years. EQPW needs updated assets that prepare the public for the realities of this season's vacuum program – assets that more strongly emphasize use of bags and carts along with mowing leaves back into the lawn.

This \$10,000 amendment will be optionally renewed with the rest of the contract given that continued adjustments to the leaf vacuum program are anticipated.

**Scope of Work**

The selected contractor shall perform the following tasks:

1. Project Management
  - a. The selected contractor shall provide project management services to manage and ensure completion of the project on schedule and within budget. A program manager from the city will be identified, and will serve as the single point of contact for all aspects of the contract.
  - b. The selected contractor shall ensure completion of the project on schedule and within budget with the objective of ensuring the most impact for the dollars spent.
  - c. The selected contractor will meet regularly with the city's point of contact to discuss ideas, needs, timelines, budgets and priorities.
2. Development of Marketing Collateral
  - a. EQPW will set priorities (message topics, audiences and outlets) and the contractor shall develop collateral based on those priorities.
  - b. The collateral shall incorporate an integrated approach driven by EQPW-defined goals and objectives for target audiences and key messages.
  - c. The collateral should be cohesive, providing an overall brand for LFUCG's related outreach efforts
  - d. The outreach materials shall be refined through feedback from EQPW provided to the contractor through the city's single point of contact.
  - e. The materials must incorporate the city logo that shall be provided by EQPW. The city fonts shall be the default fonts unless the contractor proposes alternate fonts with justification to the city's single point of contact and receives subsequent approval.

- f. EQPW reserves the right to make the final decision regarding the creative concepts selected for production and the mix of marketing materials produced.
  - g. Deliverables for each message and/audience may include, but is not limited to:
    - i. :30 second video spots
    - ii. :15 second video spots
    - iii. <:15 second video spots
    - iv. :30 second radio spots
    - v. :15 second radio spots
    - vi. GIFs
    - vii. Print ads
    - viii. Web banners
    - ix. App ads
    - x. Billboards
    - xi. Bus ads
  - h. The selected contractor will provide all final ads along with a toolkit of assets to EQPW in formats that the city can independently modify and distribute. EQPW will specify the format(s).
3. The proposed scope of work is intended to be a general outline and not an all-inclusive description of each element to be included in the addendum to the contract. The contractor may suggest additions or deletions to the scope to enhance project outcomes and fulfill project goals.

#### **Terms of Agreement**

1. The maximum budget for this addendum is \$10,000 in FY23 and for future contract renewals. EQPW reserves the right to spend less than this.
2. EQPW reserves the right to make the final decision regarding creative concepts and deliverables.
3. The contractor shall be paid in accordance with the terms of the original agreement.
4. The contract may be terminated for any reason with 30-day written notice by either party. If the contract is terminated, LFUCG agrees to pay all fees and expenses incurred in relation to the contract.
5. In all other respects, except as specifically modified herein, the terms of the Agreement dated July 5, 2022, shall remain in full force and effect with respect to the provisions outlined therein.

**IN WITNESS WHEREOF**, the parties executed this Addendum to the Contract for Services, on \_\_\_\_ day of \_\_\_\_\_, 2022.

**ATTEST:**

**LEXINGTON-FAYETTE URBAN COUNTY  
GOVERNMENT**

By: \_\_\_\_\_  
Council Clerk

By: \_\_\_\_\_  
Linda Gorton, Mayor

**ATTEST:**

**Mackey Group LLC  
108 Esplanade, Suite 240  
Lexington, KY 40507**

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

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