

GRANT AWARD AGREEMENT

Fiscal Year 2013 Class B Education Incentive Grant Project

THIS AGREEMENT, made and entered into on the _____ day of _____, 2012, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (LFUCG)**, an urban county government of the Commonwealth of Kentucky, pursuant to KRS Chapter 67A (hereinafter "Government"), on behalf of its Division of Water Quality, and **GROUP CJ, LLC, 314 Old Vine Street, Lexington, Kentucky 40507** (hereinafter "Grantee").

WITNESSETH:

WHEREAS, the Grantee is a documented fee-payer of the Government's Water Quality Management Fee; and

WHEREAS, the Grantee has proposed a need for the funds requested to develop and implement a proposed project by submitting a valid grant application; and

WHEREAS, the Grantee's grant application has been reviewed and selected for funding by the LFUCG Water Quality Fees Board in accordance with Sections 16-408 and 16-410 of the LFUCG Code of Ordinances; and

WHEREAS, the Government has funds available through the Stormwater Quality Projects Incentive Grant Program to assist qualified Grantee in the development and implementation of projects that meet the goals of the program; and

WHEREAS, the Grantee desires to implement a specific project that meets one or more Incentive Grant program goals to improve water quality, reduce stormwater runoff, and provide public or private education related to stormwater quality; and

WHEREAS, any such improvements funded by the Government shall benefit the public through installed improvements and/or educational programming;

THAT FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS HEREIN EXPRESSED, GOVERNMENT AND GRANTEE AGREE AS FOLLOWS:

- (1) Government hereby grants the Grantee the sum of **\$34,547.00** (hereinafter "the Grant"), for use in implementing the project elements as listed in Attachment A which is incorporated herein by reference as if fully set out herein.
- (2) The Grantee shall provide equal opportunity in employment for all qualified persons; prohibit discrimination in employment because of race, color, creed, national origin, sex, age between 40 and 70 or disability; promote equal employment through a positive, continuing program of equal employment; and cause each of its subcontractors to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.
- (3) The Grantee agrees to match the Grant above the first \$2,500.00, with contributions, labor and other services equal to or greater than 50% of the total project costs.
- (4) The Grantee agrees to use the Grant only for the activities set forth in Attachment A.

shall review the Project Final Report and provide comments to the Grantee within 15 calendar days or, if acceptable, forward approval to the Division of Accounting for payment.

- (7) The Grantee agrees to obtain written approval from the Government's Grant Manager or Program Administrator for any proposed changes to the Project Team or Project Plan as listed in Attachment A prior to implementing the changes. Failure to gain written approval prior to making changes may lead to termination of the Agreement for cause pursuant to Paragraph 11 herein below.
- (8) The term of this Agreement shall be from the date of this Agreement until completion of the project outlined herein. The Grantee agrees to complete the project within 15 months. The Grantee agrees to obtain written approval from the Government's Grant Manager or Program Administrator for any time extensions beyond the schedule. Failure to gain written approval prior to making changes may lead to termination of the Agreement for cause pursuant to Paragraph 11 herein below.
- (9) The Grantee understands that the Grant shown herein in Paragraph 1 is a not-to-exceed amount, and any additional funding needed to complete the project elements listed in Attachment A is the responsibility of the Grantee. If it becomes apparent to the Grantee or the Government that the Grantee will be unable to complete the project either in the manner or for the amount described in this Agreement, then the Grantee must immediately notify the Government's Grant Manager and Program Administrator by providing a complete and detailed written explanation of its inability to comply with the terms of the Agreement. The Grantee must further provide the Government's Grant Manager and Program Administrator with a complete and detailed written explanation of any proposed changes, and the reasons for those changes.
- (10) The Grantee asserts that it is in full compliance with all applicable provisions of the Lexington-Fayette Urban County Government's Code of Ordinances Chapter 5 – Buildings and Building Regulations, Chapter 7 – Finance and Taxation, Chapter 12 – Housing, and Chapter 16 – Sewage, Garbage, Refuse, and Weeds, or in compliance with Kentucky Department of Housing Buildings and Construction rules and requirements as is appropriate for those state institutions, parcels or buildings which are subject to state regulations and oversight as opposed to local ordinances and regulations. If the Grantee becomes out of compliance with any of these provisions, it will contact the Government's Grant Manager and Program Administrator immediately. Failure to resolve any such matters to the satisfaction of the Government may lead to termination of the Agreement for cause pursuant to Paragraph 11 herein below.
- (11) If, through any cause, the Grantee shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if the Grantee shall violate any of the covenants, agreements or stipulations of this Agreement, the Government shall thereupon have the right to terminate this Agreement by giving written notice to the Grantee of such termination and specifying the effective date thereof, at least five (5) calendar days before the effective date of such termination. In that event, all finished or unfinished documents, receipts and reports prepared by the Grantee shall, at the option of the Government, become its property and the Grantee shall immediately repay to the Government all monies received pursuant to this Agreement less any amount representing just and equitable compensation for the Government's share of any satisfactory work completed pursuant to the Agreement.
- (12) This Agreement may not be modified except by written agreement of the Government and the Grantee.
- (13) The Grantee agrees to comply with all applicable local, state, and federal rules, regulations, ordinances, and laws in implementation of the project.
- (14) The Grantee agrees to allow the Government access to perform monitoring of the project elements for compliance with this Agreement.

- (15) In any written or oral communications, the Grantee agrees to identify the Lexington-Fayette Urban County Government as the source of the above referenced funds; the Grantee shall not specifically identify any individual or elected official as being responsible for the funds donated by the Government.
- (16) The Grantee agrees to allow the Government to publicize the Grantee's project through the Government's website and other media.
- (17) The Grantee agrees to reference the Lexington-Fayette Urban County Government's Water Quality Management Fee and the Stormwater Quality Projects Incentive Grant Program as a source of funding for the project on any permanent signage or educational brochures, presentations, websites, etc. produced using grant monies.
- (18) The Grantee agrees to prepare class rosters or sign-in sheets and provide evaluation forms to the attendees for any educational event funded by the Grant.
- (19) Equipment purchased or facilities constructed by the Grantee with the Grant for use on this project will remain in service and maintained by the Grantee or its members per the terms listed in Attachment A. Equipment purchased by the Grantee with the Grant for use on this project will remain the property of the Grantee unless otherwise noted in Attachment A.
- (20) The Government assumes no responsibility whatsoever in the Grantee's project activities. Grantee shall, to the extent allowed by law, defend, indemnify, and hold harmless Government from and against all liability, claims, losses, actions, costs, expenses, obligations, fines, and assessments of whatever kind, including defense costs and attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, in whole or in part, from or by Grantee's or its contractor(s), agents, or assigns, negligent acts or misconduct, or errors or omissions, in connection with the activities carried out pursuant to this Agreement, the Grant award or the Stormwater Quality Projects Incentive Grant Program.
- (21) The Grantee is solely responsible for assuring that adequate and appropriate insurance or other necessary coverage is maintained during the term of this Agreement.
- (22) The Grantee's sole remedy for a breach of this Agreement by the Government shall be limited to the amount of the Grant.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement at Lexington, Fayette County, Kentucky, this the day and year first above written.

LEXINGTON-FAYETTE URBAN COUNTY
GOVERNMENT

BY: _____

JIM GRAY, MAYOR

ATTEST:

CLERK, URBAN COUNTY COUNCIL

Grantee Organization: **Group CJ, LLC**
314 Old Vine Street
Lexington, Kentucky 40507

BY: *[Signature]*
NAME: Connie Jo Miller
TITLE: owner

The foregoing Agreement was subscribed, sworn to and acknowledged before me by
Connie Jo Miller, as the duly authorized representative for and on behalf of
Group CJ, LLC, on this the 22 day of Oct., 2012.
My commission expires: 03-25-2014.

[Signature] #414798
NOTARY PUBLIC

ATTACHMENT A
to the GRANT AWARD AGREEMENT
between Lexington-Fayette Urban County Government (LFUCG) and
Group CJ, LLC

GRANT PROGRAM: FY2013 Stormwater Quality Projects Incentive Grant Program
Class B (Education) Projects

- Funded through the LFUCG Water Quality Management Fee
- Administered by the LFUCG Division of Water Quality in the Department of Environmental Quality & Public Works

PROJECT TEAM AND CONTACT INFORMATION

Grantee Organization: **Group CJ, LLC**
314 Old Vine Street
Lexington, Kentucky 40508
Kentucky Organization #0496631

**Primary Project Contact
and Project Manager:** **Connie Jo Miller**
859-338-1883
cj@groupcj.com

Secondary Project Contact: **Nancy Diedrichs – Broadcast Producer**
859-231-8666
nancy@groupcj.com

Project Team: **Ave Lawyer – Creative Strategist**
859-231-8666
ave@groupcj.com

Randy Burke –WKYT Representative
859-299-0441
rburke@wkyt.com

Chris Martin – WKYT Broadcast Sales
859-299-0441
cmartin@wkyt.com

Robbie Morgan –Account Executive
859-231-8666
Robbie@groupcj.com

Stakeholders: The Keep Lexington Beautiful Commission
Patricia Knight
859-233-1221
pknight@visitlex.com

PROJECT PLAN ELEMENTS

The overall theme of the public awareness/educational campaign is “Doing the Green Thing.” This is a continuation of the project funded in part by a FY2012 Class B Education Incentive Grant. Project elements include:

- 1) **30-SECOND VIGNETTES:** Group CJ will write and produce, in collaboration with WKYT-TV, approximately 6 to 12 30-second commercial messages that “catch” people performing simple tasks that help reduce stormwater pollution. Each message will conclude with a short practical tip on how the action being performed improves water quality. Spots running from March through May will feature the Great American

Cleanup and the Keep Lexington Beautiful Commission. Topics will include trash pickups, cleaning streams and public parks, raking fall leaves into garden beds, properly disposing of cigarette butts, installing rain gardens/Lily's, picking up pet waste, etc.

- 2) **60-SECOND VIGNETTES:** Group CJ will write and produce, in collaboration with WKYT-TV, several 60-second commercial messages that express a larger message ranging from trash to aging stormwater infrastructure.
- 3) **AIRING OF VIGNETTES:** The messages will be aired on WKYT-TV and EKYT-CW during high viewing times.
- 4) **PHOTO ARCHIVES:** a Photo archive of Great American Cleanup events will be kept for use in reports for Keep America Beautiful and LFUCG.
- 5) **SPECIAL NOON NEWS SHOWS APPEARANCES:** In support of this Grant Project, WKYT plans to feature LFUCG Department of Environmental Quality and Keep Lexington Beautiful Commission representatives during the noon news shows.

REPORTING REQUIREMENTS

There are no additional reporting requirements beyond those outlined in the Grant Award Agreement.

PROJECT SUCCESS MEASURES

- 1) Attendance at events. Pounds of trash collected, streams cleaned, etc.
- 2) Media reach, affidavits of performance and post analysis provided by station documenting the total number of impressions and Fayette County households reached by our message during the campaign.
- 3) Google Analytics for KeepLexingtonBeautiful.com, LiveGreenLexington.com, Insights from Facebook.

GRANT PERIOD & PROJECT SCHEDULE

The grant period starts on the date of execution by the Mayor and extends for the time period as listed in the Grant Award Agreement. Any time extensions must be approved in writing by the LFUCG Grant Manager. The project schedule shown in Table 1 is preliminary. Proposed changes to the project which alter this schedule significantly shall be discussed with the LFUCG Grant Manager prior to implementation.

TABLE 1. PROJECT SCHEDULE-Group CJ

Activity	Anticipated Date (s)
Notice to Proceed	October 2012
Final media negotiation	November 2012
Copywriting and Scripting	November – December 2012
Campaign	February – May 2013
Shoot: On Location; Broadcast Production	Ongoing
Website updates and continuing maintenance	January – June 2013
Project Management and Campaign Reporting	Notice to Proceed – July 2013

PROJECT BUDGET – GRANT ELIGIBLE EXPENSES & ORGANIZATION MATCH

Table 2. lists the Eligible Expenses for this project. Only properly invoiced items shall be reimbursed with grant monies or counted toward the Organization's match.

Any work performed on this project prior to grant award by Urban County Council and Notice to Proceed from the LFUCG Grant Manager is NOT an eligible expense and shall not be reimbursed or counted toward the match with the following exception:

- Due to the critical timing of the project calendar, eligible expenses occurring within 30 days of Notice-to-Proceed will be allowed for inclusion in Request for Grant Reimbursement. The Grantee assumes all risk associated with these expenses.

TABLE 2. ELIGIBLE EXPENSES

Activities	Type of Expense	Participants	Item	Unit Price	Quantity	Funded by Organization	Funded by Grant	Total Expense
"Doing the Green Thing" Creative Services, Outside Production and Management								
Coordination with the Keep Lexington Beautiful Commission / Great American Cleanup	Project Manager	Connie Miller	Hours	\$ 71.69 per hour	50	\$ 3,584.50	\$ -	\$ 3,584.50
Coordination of volunteers for shoot & on location management	Project Manager	Connie Miller	Hours	\$ 110.00 per hour	20	\$ -	\$ 2,200.00	\$ 2,200.00
Coordination of volunteers for video shoot & on location shoot management	Project Manager	Connie Miller	Hours	\$ 71.69 per hour	40	\$ 2,867.60	\$ -	\$ 2,867.60
Production plan, site scouting and broadcast plan - final media placements	Personal Hours	Nancy Diedrichs / Robbie Morgan	Hours	\$ 90.00 per hour	20	\$ -	\$ 1,800.00	\$ 1,800.00
Production plan, site scouting and broadcast plan - final media negotiations	Personal Hours	Nancy Diedrichs / Danielle Thomasson	Hours	\$ 33.89 per hour	60	\$ 2,033.40	\$ -	\$ 2,033.40
Broadcast production and editing	Personnel Hours	Nancy Diedrichs/Connie Miller	Hours	\$ 110.00 per hour	40	\$ -	\$ 4,400.00	\$ 4,400.00
Broadcast production and editing	Personnel Hours	Nancy Diedrichs/Connie Miller	Hours	\$ 45.47 per hour	40	\$ 1,818.80	\$ -	\$ 1,818.80
Art Direction & design	Personnel Hours	Nancy Diedrichs/Connie Miller	Hours	\$ 110.00 per hour	15	\$ -	\$ 1,650.00	\$ 1,650.00
Art Direction & design	Personnel Hours	Nancy Diedrichs/Connie Miller	Hours	\$ 50.66 per hour	30	\$ 1,519.80	\$ -	\$ 1,519.80
Video Shoot / Photography	Production Services	Avant Visual/Group Cj	Professional Services	\$ 2,500.00 Per Shoot	1	\$ -	\$ 2,500.00	\$ 2,500.00
Voice Talent / scripting (approx. 6-12 spots) / final sound mixing	Outside Production Consultation	PostTime Production/Group Cj	Professional Services	\$1,000.00 Per Spot	1	\$ -	\$ 1,000.00	\$ 1,000.00
Website maintenance / development via Keeplexingtonbeautiful.com	Personal Hours	Nancy Diedrichs/Robbie Morgan	Hours	\$ 30.92 per hour	75	\$ 2,319.00	\$ -	\$ 2,319.00
Project management and campaign reporting	Personnel Hours	Nancy Diedrichs/Connie Miller/Robbie Morgan	Hours	\$ 50.07 per hour	100	\$ 5,007.00	\$ -	\$ 5,007.00
"Doing the Green Thing" Educational/Communication Expenses								
Educational Campaign	Media Schedule	WKYT - CBS Affiliate	05, :30, :60 Television Schedule	\$210.50 per spot	95	\$ -	\$ 19,997.50	\$ 19,997.50
Educational Campaign	Added Value Media Schedule	WKYT - CBS Affiliate	:05, :30, :60 Television Schedule	\$ 100.00 per spot	121	\$ 12,100.00	\$ -	\$ 12,100.00
Educational Campaign	Added Value Media Schedule	EKYT - CW Affiliate	:05, :30, :60 Television Schedule	\$ 25.00 per spot	100	\$ 2,500.00	\$ -	\$ 2,500.00
Educational Campaign	Internet Marketing	WKYT - CBS Affiliate	Web Banners, Pre-rolls	\$1,000.00 campaign	1	\$ -	\$ 1,000.00	\$ 1,000.00
Educational Campaign	Added Value Internet Marketing	WKYT - CBS Affiliate	Web Banners, Pre-rolls	\$2,500.00 donated Package Plan	1	\$ 2,500.00	\$ -	\$ 2,500.00
Educational Campaign	Local News and Press	WKYT - CBS Affiliate	Three 3-5 Minute Interviews	\$ 500.00 value per interview	3	\$ 1,500.00	\$ -	\$ 1,500.00
TOTAL PROJECT BUDGET:						\$ 37,750.10	\$ 34,547.50	\$ 72,297.60
						ORGANIZATION SHARE	GRANT SHARE	
MATCH % AFTER FIRST \$2,500 = \$4.09% MUST BE > 50%								

Spots appear on WKYT during the following programs: 27 Newsfirst This Morning, CBS This Morning, 27 Newsfirst at Noon, 27 NewsFirst at 6, Wheel of Fortune/Jeopardy, 27 Newsfirst at 11pm, CBS Sunday Morni, and bonus spots will rotate Mon - Fri between 5am and 11pm, Mon-Fri/Sun from 8pm-11p and on the CW Mon-Fri 12pm-10pm.

This campaign will reach approximately 96% of our target population an average of 11 times.