

## BAY AREA AIR QUALITY MANAGEMENT DISTRICT

### GRANT AGREEMENT

#### GRANT NO. 2018.219

1. PARTIES - The parties to this Agreement ("Agreement") are the Bay Area Air Quality Management District ("DISTRICT") whose address is 375 Beale Street, Suite 600, San Francisco, CA 94105, and **Contra Costa County** ("GRANTEE") whose address is 30 Muir Road, Martinez, CA 94553.
2. RECITALS
  - A. DISTRICT is the local agency with primary responsibility for regulating stationary source air pollution in the Bay Area Air Quality Management District in the State of California. DISTRICT is authorized to enter into this Agreement under California Health and Safety Code Section 40701.
  - B. DISTRICT desires to award GRANTEE a grant for the activities described in Attachment A, Work Plan.
  - C. All parties to this Agreement have had the opportunity to have the Agreement reviewed by their attorney.
3. TERM - The term of this Agreement is from the date of execution by both PARTIES until October 31, 2020, unless further extended by amendment of this Agreement in writing, or terminated earlier.
4. TERMINATION
  - A. DISTRICT shall have the right to terminate this Agreement at its sole discretion at any time upon thirty (30) days written notice to GRANTEE. The notice of termination shall specify the effective date of termination, which shall be no less than thirty (30) calendar days from the date of delivery of the notice of termination, and shall be delivered in accordance with the provisions of section 10 below. Immediately upon receipt of the notice of termination, GRANTEE shall cease all activities under this Agreement, except such activities as are specified in the notice of termination. Within forty-five (45) days of receipt of written notice, GRANTEE is required to:
    - i) Submit a final written report describing all work performed by GRANTEE;
    - ii) Submit an accounting of all grant funds expended up to and including the date of termination; and,
    - iii) Reimburse DISTRICT for any unspent funds.
  - B. DISTRICT may terminate this Agreement and be relieved of any payments should GRANTEE fail to perform the requirements of this Agreement at the time and in the manner herein provided.
5. NO AGENCY RELATIONSHIP CREATED / INDEPENDENT CAPACITY - GRANTEE and the agents and employees of GRANTEE, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of DISTRICT, and nothing herein shall be construed to be inconsistent with that relationship or status. DISTRICT shall not have the right to direct or control the activities of GRANTEE in performing the services provided herein.
6. CONTRACTORS / SUBCONTRACTORS / SUBGRANTEES
  - A. GRANTEE will be entitled to make use of its own staff and such contractors, subcontractors, and subgrantees.
  - B. Nothing contained in this Agreement or otherwise, shall create any contractual relation between DISTRICT and any contractors, subcontractors, or subgrantees of GRANTEE, and no agreement with contractors, subcontractors, or subgrantees shall relieve GRANTEE of its

responsibilities and obligations hereunder. GRANTEE agrees to be as fully responsible to DISTRICT for the acts and omissions of its contractors, subcontractors, and subgrantees and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by GRANTEE. GRANTEE's obligation to pay its contractors, subcontractors, and subgrantees is an independent obligation from DISTRICT's obligation to make payments to GRANTEE. As a result, DISTRICT shall have no obligation to pay or to enforce the payment of any moneys to any contractor, subcontractor, or subgrantee.

7. INDEMNIFICATION - GRANTEE agrees to indemnify, defend, and hold harmless DISTRICT, its officers, employees, agents, representatives, and successors-in-interest against any and all liability, demands, claims, costs, losses, damages, recoveries, settlements, and expenses (including reasonable attorney fees) that DISTRICT, its officers, employees, agents, representatives, and successors-in-interest may incur or be required to pay arising from the death or injury of any person or persons (including employees of GRANTEE), or from destruction of or damage to any property or properties, caused by or connected with the performance of this Agreement by GRANTEE, its employees, subcontractors, subgrantees, or agents.
8. PAYMENT
  - A. DISTRICT agrees to award GRANTEE a grant of \$198,616 for the activities described in Attachment A, Work Plan. This grant shall be payable in eight (8) installments, as follows:
    - i) Seven (7) quarterly payments of \$24,827 each, upon DISTRICT'S receipt and approval of GRANTEE'S quarterly progress report and invoice; and
    - ii) One (1) final payment of \$24,827 upon completion of all tasks identified in Attachment A, Work Plan, payable upon DISTRICT's receipt and approval of GRANTEE's invoice and final report.
  - B. GRANTEE shall carry out the work described on the Work Plan, and shall obtain DISTRICT's written approval of any changes or modifications to the Work Plan prior to performing or incurring costs for the changed work. If GRANTEE fails to obtain such prior written approval, DISTRICT, at its sole discretion, may refuse to provide funds to pay for such work or costs.
  - C. Payment will be made only to GRANTEE.
9. AUTHORIZED REPRESENTATIVE - GRANTEE shall continuously maintain a representative vested with signature authority authorized to work with DISTRICT on all grant-related issues. GRANTEE shall, at all times, keep DISTRICT informed as to the identity of the authorized representative.
10. NOTICES - All notices that are required under this Agreement shall be provided in the manner set forth herein, unless specified otherwise. Notice to a party shall be delivered to the attention of the person listed below, or to such other person or persons as may hereafter be designated by that party in writing. Notice shall be in writing sent by e-mail, facsimile, or regular first class mail. In the case of e-mail and facsimile communications, valid notice shall be deemed to have been delivered upon sending, provided the sender obtained an electronic confirmation of delivery. E-mail and facsimile communications shall be deemed to have been received on the date of such transmission, provided such date was a business day and delivered prior to 4:00 p.m. Pacific Time. Otherwise, receipt of e-mail and facsimile communications shall be deemed to have occurred on the following business day. In the case of regular mail notice, notice shall be deemed to have been delivered on the mailing date and received five (5) business days after the date of mailing.

DISTRICT: Bay Area Air Quality Management District  
375 Beale Street, Suite 600

San Francisco, CA 94105  
Attn: David Burch

GRANTEE: Contra Costa County  
30 Muir Road  
Martinez, CA 94553  
Attn: Jody London

11. ADDITIONAL PROVISIONS - All attachment(s) to this Agreement are expressly incorporated herein by this reference and made a part hereof as though fully set forth.
12. ACKNOWLEDGEMENTS - GRANTEE shall acknowledge DISTRICT support each time the activities funded, in whole or in part, by this Agreement are publicized in any news media, brochures, or other type of promotional material. The acknowledgement of DISTRICT support must state "Funded by a Grant from the Bay Area Air Quality Management District." Initials or abbreviations for DISTRICT shall not be used.
13. FINANCIAL MANAGEMENT SYSTEM
  - A. GRANTEE shall be responsible for maintaining an adequate financial management system and will immediately notify DISTRICT when GRANTEE cannot comply with the requirements in this section.
  - B. GRANTEE's financial management system shall provide for:
    - i) Financial reporting: accurate, current, and complete disclosure of the financial results of each grant in conformity with generally accepted principles of accounting, and reporting in a format that is in accordance with the financial reporting requirements of the grant.
    - ii) Accounting records: records that adequately identify the source and application of funds for DISTRICT-supported activities. These records must contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures and income.
    - iii) Internal control: effective internal and accounting controls over all funds, property and other assets. GRANTEE shall adequately safeguard all such assets and assure that they are used solely for authorized purposes.
    - iv) Budget control: comparison of actual expenditures or outlays with budgeted amounts for each grant.
    - v) Allowable cost: procedures for determining reasonableness, allowability, and allocability of costs generally consistent with the provisions of federal and state requirements.
    - vi) Source documentation: accounting records that are supported by source documentation.
    - vii) Cash management: procedures to minimize the time elapsing between the advance of funds from DISTRICT and the disbursement by GRANTEE, whenever funds are advanced by DISTRICT.
  - C. DISTRICT may review the adequacy of the financial management system of GRANTEE at any time subsequent to the award of the grant. If DISTRICT determines that GRANTEE's accounting system does not meet the standards described in paragraph B above, additional information to monitor the grant may be required by DISTRICT upon written notice to GRANTEE, until such time as the system meets with DISTRICT approval.
14. AUDIT / RECORDS ACCESS - GRANTEE agrees that DISTRICT shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement.

GRANTEE agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated, or until completion of any action and resolution of all issues which may arise as a result of any litigation, dispute, or audit, whichever is later. GRANTEE agrees to allow the designated representative(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, GRANTEE agrees to include a similar right of DISTRICT to audit records and interview staff in any contract, subcontract, or subgrant related to performance of this Agreement.

15. FORFEIT OF GRANT FUNDS / REPAYMENT OF FUNDS IMPROPERLY EXPENDED - If grant funds are not expended, or have not been expended, in accordance with this Agreement, or if real or personal property acquired with grant funds is not being used, or has not been used, for grant purposes in accordance with this Agreement, DISTRICT, at its sole discretion, may take appropriate action under this Agreement, at law or in equity, including requiring GRANTEE to forfeit the unexpended portion of the grant funds and/or to repay to DISTRICT any funds improperly expended.
16. COMPLIANCE - GRANTEE shall comply fully with all applicable federal, state, and local laws, ordinances, regulations, and permits. GRANTEE shall provide evidence, upon request, that all local, state, and/or federal permits, licenses, registrations, and approvals have been secured for the purposes for which grant funds are to be expended. GRANTEE shall maintain compliance with such requirements throughout the grant period. GRANTEE shall ensure that the requirements of the California Environmental Quality Act are met for any approvals or other requirements necessary to carry out the terms of this Agreement. Any deviation from the requirements of this section shall result in non-payment of grant funds.
17. CONFIDENTIALITY – In order to carry out the purposes of this Agreement, GRANTEE may require access to certain of DISTRICT’s confidential information (including trade secrets, inventions, confidential know-how, confidential business information, and other information that DISTRICT considers confidential) (collectively, “Confidential Information”). It is expressly understood and agreed that DISTRICT may designate in a conspicuous manner Confidential Information that GRANTEE obtains from DISTRICT, and GRANTEE agrees to:
  - A. Observe complete confidentiality with respect to such information, including without limitation, agreeing not to disclose or otherwise permit access to such information by any other person or entity in any manner whatsoever, except that such disclosure or access (i) shall be permitted to employees of GRANTEE requiring access in fulfillment of the services provided under this Agreement, and (ii) shall be permitted as expressly required by law.
  - B. Ensure that GRANTEE’s officers, employees, agents, representatives, subgrantees, and independent contractors are informed of the confidential nature of such information and to assure by agreement or otherwise that they are prohibited from copying or revealing, for any purpose whatsoever, the contents of such information or any part thereof, or from taking any action otherwise prohibited under this section.
  - C. Not use such information or any part thereof in the performance of services to others or for the benefit of others in any form whatsoever whether gratuitously or for valuable consideration, except as permitted under this Agreement.
  - D. Notify DISTRICT promptly and in writing of the circumstances surrounding any possession, use, or knowledge of such information or any part thereof by any person or entity other than those authorized by this section. Take at GRANTEE’s expense, but at DISTRICT’s option and in any event under DISTRICT’s control, any legal action necessary to prevent unauthorized use of such

information by any third party or entity which has gained access to such information at least in part due to the fault of GRANTEE.

- E. Notify DISTRICT promptly and in writing of (i) any request for Confidential Information pursuant to any legal authority or (ii) any assertion of a right to access to Confidential Information under any legal authority; refrain (to the extent allowed by law) from responding to or acquiescing in any such request or assertion until DISTRICT has had a chance to evaluate the request or assertion; and cooperate with DISTRICT in asserting any objection to or defense against any such request or assertion.
- F. Take any and all other actions necessary or desirable to assure such continued confidentiality and protection of such information during the term of this Agreement and following expiration or termination of the Agreement.
- G. Prevent access to such materials by a person or entity not authorized under this Agreement.
- H. Establish specific procedures in order to fulfill the obligations of this section.

18. INTELLECTUAL PROPERTY RIGHTS - Title and full ownership rights to all intellectual property developed under this Agreement shall at all times remain with DISTRICT, unless otherwise agreed to in writing.

19. PUBLICATION

- A. DISTRICT shall approve in writing any report or other document prepared by GRANTEE in connection with performance under this Agreement prior to dissemination or publication of such report or document to a third party. DISTRICT may waive in writing its requirement for prior approval.
- B. Until approved by DISTRICT, any report or other document prepared by GRANTEE shall include on each page a conspicuous header, footer, or watermark stating "DRAFT – Not Reviewed or Approved by BAAQMD," unless DISTRICT has waived its requirement for prior approval pursuant to paragraph A of this section.
- C. Information, data, documents, or reports developed by GRANTEE for DISTRICT, pursuant to this Agreement, shall be part of DISTRICT's public record, unless otherwise indicated. GRANTEE may use or publish, at its own expense, such information, provided DISTRICT approves use of such information in advance. The following acknowledgment of support and disclaimer must appear in each publication of materials, whether copyrighted or not, based upon or developed under this Agreement.

"This report was prepared as a result of work sponsored, paid for, in whole or in part, by the Bay Area Air Quality Management District (District). The opinions, findings, conclusions, and recommendations are those of the author and do not necessarily represent the views of the District. The District, its officers, employees, contractors, and subcontractors make no warranty, expressed or implied, and assume no legal liability for the information in this report."

- D. GRANTEE shall inform its officers, employees, subgrantees, and subcontractors involved in the performance of this Agreement of the restrictions contained herein and shall require compliance with the above.

20. PROPERTY AND SECURITY - Without limiting GRANTEE's obligations with regard to security, GRANTEE shall comply with all the rules and regulations established by DISTRICT for access to and activity in and around DISTRICT's premises.

21. ASSIGNMENT - No party shall assign, sell, license, or otherwise transfer any rights or obligations under this Agreement to a third party without the prior written consent of the other party, and any attempt to do so shall be void upon inception.
22. WAIVER - No waiver of a breach, of failure of any condition, or of any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy shall be deemed a waiver of any other breach, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies. Further, the failure of a party to enforce performance by the other party of any term, covenant, or condition of this Agreement, and the failure of a party to exercise any rights or remedies hereunder, shall not be deemed a waiver or relinquishment by that party to enforce future performance of any such terms, covenants, or conditions, or to exercise any future rights or remedies.
23. FORCE MAJEURE - Neither DISTRICT nor GRANTEE shall be liable for or deemed to be in default for any delay or failure in performance under this Agreement or interruption of services resulting, directly or indirectly, from acts of God, enemy or hostile governmental action, civil commotion, strikes, lockouts, labor disputes, fire or other casualty, judicial orders, governmental controls, regulations or restrictions, inability to obtain labor or materials or reasonable substitutes for labor or materials necessary for performance of the services, or other causes, except financial, that are beyond the reasonable control of DISTRICT or GRANTEE, for a period of time equal to the period of such force majeure event, provided that the party failing to perform notifies the other party within fifteen calendar days of discovery of the force majeure event, and provided further that that party takes all reasonable action to mitigate the damages resulting from the failure to perform. Notwithstanding the above, if the cause of the force majeure event is due to party's own action or inaction, then such cause shall not excuse that party from performance under this Agreement.
24. SEVERABILITY - If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them will not be affected.
25. HEADINGS - Headings on the sections and paragraphs of this Agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Agreement.
26. COUNTERPARTS/FACSIMILES/SCANS - This Contract may be executed and delivered in any number of counterparts, each of which, when executed and delivered, shall be deemed an original, and all of which together shall constitute the same contract. The parties may rely upon a facsimile copy or scanned copy of any party's signature as an original for all purposes.
27. GOVERNING LAW - Any dispute that arises under or relates to this Agreement shall be governed by California law, excluding any laws that direct the application to another jurisdiction's laws. Venue for resolution of any dispute that arises under or relates to this Agreement, including mediation, shall be San Francisco, California.
28. ENTIRE AGREEMENT AND MODIFICATION - This Agreement represents the final, complete, and exclusive statement of the agreement between the parties and supersedes all prior and contemporaneous understandings and agreements of the parties. No party has been induced to enter into this Agreement by, nor is any party relying upon, any representation or warranty outside

those expressly set forth herein. This Agreement may only be amended by mutual agreement of the parties in writing and signed by both parties.

29. SURVIVAL OF TERMS - The provisions of sections 7 (Indemnification), 14 (Audit / Records Access), 15 (Forfeit of Grant Funds / Repayment of Funds Improperly Expended), 17 (Confidentiality), 18 (Intellectual Property Rights), and 19 (Publication) shall survive the expiration or termination of this Agreement.

IN WITNESS WHEREOF, the parties to this Agreement have caused this Agreement to be duly executed on their behalf by their authorized representatives.

BAY AREA AIR QUALITY  
MANAGEMENT DISTRICT

CONTRA COSTA COUNTY

By: \_\_\_\_\_  
Jack P. Broadbent  
Executive Officer/APCO

By: \_\_\_\_\_  
John Kopchik  
Director of Conservation &  
Development

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

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

Approved as to form:  
District Counsel

By: \_\_\_\_\_  
Brian C. Bunger  
District Counsel



## ATTACHMENT A

### WORK PLAN

GRANTEE will implement a two-year pilot project to encourage and empower Contra Costa residents to reduce their greenhouse gas (GHG) emissions, based upon the “Go CO<sub>2</sub> Free” online platform developed by Community Climate Solutions (CCS). The project will focus on enlisting participation of residents in the cities of Antioch, San Pablo, and Walnut Creek, as well as the unincorporated portions of Contra Costa County. The platform will inform residents about effective actions they can take to reduce their GHG emissions, and track their progress in reducing emissions. The project will be implemented in partnership with the three target cities, as well as 511 Contra Costa, Sustainable Contra Costa, and other non-profit and community groups. Robust outreach and engagement will be critical to the success of the project.

The goal of the project is to achieve the participation of at least 4,500 households in the project during the two-year period and to quantify the reduction in GHG emissions as a result of the actions taken by residents who utilize the platform.

#### **Task 1: Customize the Go CO<sub>2</sub> Free platform for use in Contra Costa County**

##### **Task 1.1: Execute contract with Community Climate Solutions:**

GRANTEE will enter into a contract with Community Climate Solutions to provide the Go CO<sub>2</sub> Free platform for use in Contra Costa County and to provide technical support for the platform (e.g., troubleshooting and responding to questions from GRANTEE) over the two-year term of the project.

##### *Deliverable*

1. Executed contract with Community Climate Solutions

##### **Task 1.2: Create customized landing page and regional portals for Contra Costa County:**

In collaboration with project partners, GRANTEE will develop a County CCS landing page and three regional portals: East County / Central County / West County. The CCS platform will enable residents to estimate their GHG footprint, and recommend actions that residents can take to reduce their GHG emissions (related to energy use, transportation, food, water, etc.). With assistance from the cities of Antioch (east county), San Pablo (west county), and Walnut Creek (central county), each of the regional portals will be customized with local imagery and messaging, and will provide links to local resources that residents can use to implement GHG-reductions actions. Information will be provided to address both homeowners and renters. The landing page and the regional portals will be available in both English and Spanish.

##### *Deliverable*

1. Fully-operational landing page for Contra Costa residents and three regional portals to serve the eastern, central, and western portions of the county.

#### **Task 2: Develop and implement an outreach plan**

##### **Task 2.1: Outreach Plan**

GRANTEE will develop an outreach plan to identify student, youth and civic groups that will enlist the participation of their peers and residents in their communities in the Cleaner Contra Costa project. Outreach to student and youth groups will focus on environmental clubs and other leadership groups in

local high schools. Within the target areas (Antioch, San Pablo, Walnut Creek and unincorporated portions of Contra Costa County), there are seven public high schools and three or more private or charter high schools, which will be the focal points for project outreach efforts. Project staff will make presentations to interested parties and groups, which may include school administrators, teachers, students, and/or student clubs. Project staff will work with school personnel and other stakeholders to establish start-up procedures and schedules and define the role that Cleaner Contra Costa will play in supporting youth-led actions.

*Deliverable*

1. Cleaner Contra Costa Outreach Plan, in manual form, including sections that address topics such as roles, responsibilities, and procedures

**Task 2.2: Outreach Toolkit**

GRANTEE will develop an outreach toolkit. The toolkit will contain project materials, outreach tools, and a student manual. Project materials will describe the timeline, meeting requirements, procedures for setting up a start-up meeting, and specify follow-up dates for engaging with the Cleaner Contra Costa team. Outreach tools and methods may include, but not be limited to, the following:

- Project-dedicated website(s)
- Constant Contact
- Booths at community events
- Brochures, fliers, and posters
- Advertisements
- Social media and blogs
- Community calendars

*Deliverable*

1. Outreach toolkit

**Task 2.3: Media Campaign**

GRANTEE will create and execute a media campaign to raise awareness of the Go CO<sub>2</sub> Free platform. The campaign will include press releases, and outreach to key media such as community and local newspapers, local radio stations, and community and local television channels. Messages will be tailored to engage specific audiences via outreach such as church, school or social group newsletters. Brochures, press releases, and other project materials including landing pages on the websites will be available in both English and Spanish. Residents who register on the platform will be contacted regularly to celebrate successes, build momentum and encourage users to spread the word and invite, family, friends and neighbors to participate.

*Deliverable*

1. Media products, including press releases, copies of media coverage, etc.

**Task 2.4: Community Outreach**

GRANTEE will identify student, youth, and civic groups that will engage their members, peers, and neighbors to participate in the Go CO<sub>2</sub> Free project. In Year 1 outreach will focus on identifying and training student and youth groups to recruit peers and community members to utilize the platform, with a goal of training 10 youth teams to perform outreach and engagement. In Year 2 outreach will expand to include civic groups, business associations, and faith-based groups, with a goal of enlisting 20 youth groups and 10 civic groups to perform outreach and engage members and residents.

### *Deliverables*

1. List of participating school, youth, and civic groups.
2. For organizing meetings: agenda, participant list, and materials presented

### **Task 3: Train partner groups on how to engage their communities in actions to reduce GHG emissions**

In collaboration with Sustainable Contra Costa, GRANTEE will provide training for student, youth, and civic groups. This will include providing educational materials and training for students that highlight the importance of community-scale action, and coordinating with school administrators to incorporate sustainability education in curricula. Training will be provided to all partner groups on how to use the Go CO<sub>2</sub> Free platform, and how to use of social media and techniques such as online leaderboards to promote the Go CO<sub>2</sub> Free campaign and encourage friendly competition between affinity groups.

### *Deliverables*

1. Copies of all training materials, curriculum plans, and social media products
2. For organizing meetings: agenda, participant list, and materials presented

### **Task 4: Monitor the outcome and results**

GRANTEE will monitor progress and track results in terms of:

- Number of participating student, youth, and civic groups
- Number of participating households
- Specific actions implemented by the participating households
- Estimated aggregate reduction in GHG emissions

### *Deliverable*

1. Detailed results included in the project final report (see below)

### **Progress Reports**

Beginning thirty (30) calendar days after execution of the contract, every April 15, July 15, October 15 and January 15 until the end of the Term, GRANTEE shall provide quarterly progress reports describing GRANTEE's progress toward completion of the work outlined above. Quarterly progress reports shall be prepared on the District's Quarterly Report form (provided separately).

### **Final Report**

Within thirty (30) calendar days of completion of project, GRANTEE shall submit a Final Report. The Final Report, to be prepared on the District's Final Report form (provided separately), should report on the outcomes of the project, and best practices to engage and motivate community groups and residents. The report should also discuss plans to continue providing the platform for use by Contra Costa residents in future years, and identify additional areas of the county that might be targeted in future outreach and marketing efforts.

### **Grant Payments**

Grant payments will be made in installments in accordance with Section 8, Payment, and with the reporting and payment schedule for grant funds set forth below.

**Reporting and Grant Payment Schedule for Grant Funds**

Payments of grant funds shall be contingent upon DISTRICT’s approval of GRANTEE’s quarterly progress reports and final report. DISTRICT approval will take into consideration adequate progress in implementing program tasks to meet the milestones set forth below. DISTRICT shall pay GRANTEE its grant payments upon receipt and approval of GRANTEE’s quarterly progress reports and final report demonstrating that the applicable project milestones have been met as provided in Section 8 of this Agreement.

<b>Milestone</b>	<b>Required progress on project</b>	<b>Completion Date</b>	<b>Report</b>	<b>Payment</b>
1	Task 1.1 – completed Task 1.2 – completed Task 2.1 – initiated Task 2.2 – initiated Task 2.3 – initiated Task 2.4 – initiated	12/31/18	Quarterly progress report (QPR) #1 (1/15/19)	\$24,827
2	Task 2.1 – completed Task 2.2 – completed Task 2.3 – continued Task 2.4 – continued Task 3 – initiated (for school & youth teams)	3/31/19	QPR #2 (4/15/19)	\$24,827
3	On-going implementation of Task 2 & Task 4 for school & youth teams	6/30/19	QPR #3 (7/15/19)	\$24,827
4	Task 2.4 – completed (for Year 2 outreach to civic groups) Task 3 – initiated (for civic groups)	9/30/19	QPR #4 (10/15/19)	\$24,827
5	On-going implementation of project via school, youth and civic groups	12/31/19	QPR #5 (1/15/20)	\$24,827
6	On-going implementation of project via school, youth and civic groups	3/31/20	QPR #6 (4/15/20)	\$24,827
7	On-going implementation of project via school, youth and civic groups	6/30/20	QPR #7 (7/15/20)	\$24,827
8 (Final)	Task 4 – completed	9/30/20	Final Report (10/31/20)	\$24,827
<b>Total</b>				<b>\$198,616</b>

**Total payments under this Agreement shall not exceed \$198,616.**