



# James Cary Smith Community Grant Program

Bay Area Air Quality Management District

*Grant Guidelines*

August 2021



BAY AREA  
AIR QUALITY  
MANAGEMENT  
DISTRICT

## **BAAQMD's Mission Statement**

*The Air District aims to create a healthy breathing environment for every Bay Area resident while protecting and improving public health, air quality, and the global climate.*

## **Background**

The James Cary Smith Community Grant Program is named for Jim Smith, the Air District's former Community Outreach Manager who launched the first community grants program in 2009. Mr. Smith passed away in 2015 from ALS, and this program extends his vision of a more engaged and empowered community.

## **Contact Information**

If you have questions about the grant program or application process, the primary contact for the James Cary Smith Community Grant Program is:

Aneesh Rana, Staff Specialist II  
communitygrants@baaqmd.gov

*The official legally binding text is the English version of this document. Please reach out to staff at communitygrants@baaqmd.gov if you have any questions about the document.*



***Please read this document completely before filling out an application. Incomplete applications will be rejected. The Air District reserves the right to modify this solicitation at its sole discretion.***

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# 1. GRANT PURPOSE

The Bay Area Air Quality Management District (“Air District”) is offering grants to community-based organizations, neighborhood associations, and other community-based, local nonprofits to leverage community power to fully participate in decisions that impact the environment and health of the communities they serve.

## **Grant Program Objectives**

Proposed project activities will clearly help build community capacity to participate in one or more of the following: air pollution reduction efforts, exposure reduction efforts, and/or Air District policy processes.

Grants must be used to design and implement strategies that foster authentic and meaningful engagement, empower and build organizational and community capacity to actively participate in planning activities that improve a community’s environmental health. The Air District specifically seeks to partner with community-based organizations in the Bay Area to uplift local efforts that improve air quality and reduce exposure to air pollution.

Grant applicants will endeavor to address how their proposed projects will serve communities that have been historically marginalized, are under-resourced, income challenged, unhoused, are Limited English proficient, and/or are overburdened by a disproportionate share of environmental pollution.

## 2. IMPORTANT DATES

DATES	ACTION
Monday, August 23, 2021	● Open grant application process
Tuesday, August 31, 2021	● Optional Informational Webinar
Thursday, September 16, 2021	● Tips and Tricks Pre-grant Application Webinar
<b>Friday, October 1, 2021</b>	<b>★ Grant applications due by 5:00 PM Pacific Time</b>
Fall 2021	● Grant Applications Evaluation & Review Period
Fall 2021	● Grant Award Date
Winter 2021	● Draft and finalize grant agreements
January 2022 – December 2022	● Grantees perform work
Summer 2022	● Mid-year assessments for potential grant extensions
January 2023	● Final reports and invoices due

### Informational Webinars

#### Air District Webinar — Tuesday, August 31, 10:00AM

- The Air District will host an informational webinar on Tuesday, August 31 at 10:00 AM. During the webinar, prospective applicants will have the opportunity to ask questions about the grant program. Please register at the following link to attend: <https://tinyurl.com/JCSwebinar>.

#### Tips and Tricks When Applying for Government Grants — Thursday, September 16, 10:00AM

- The technical assistance team will offer tips and tricks to prospective applicants interested in learning more about grant application procedures. Please use the following link to join the webinar: <https://us02web.zoom.us/j/84137901611>.

Both webinars will be recorded and posted on the Air District's website. All questions and responses will be posted on Bonfire, the Air District's Procurement Portal. Simultaneous language interpretation can be provided upon request at least 72 hours before each event. Contact Aneesh Rana at [arana@baaqmd.gov](mailto:arana@baaqmd.gov) or 415-749-4914 to request interpretation.

### 3. WHO CAN APPLY?

Community-based groups and local 501(c)(3) nonprofits located within the Air District's jurisdiction (Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, southwestern Solano, and southern Sonoma) may apply for the James Cary Smith Community Grants, with several exceptions. Priority will be given to projects serving disadvantaged communities within the Bay Area. This includes communities awaiting Assembly Bill 617 designation (see list below), and projects based in communities with an overall score of 70 to 100 in [CalEnviroScreen 4.0](#), an environmental health screening tool which shows cumulative impacts in California communities by census tract.

If awarded a grant, your organization or fiscal sponsor will need to demonstrate that it is authorized to do business in the State of California.

Please see the contract example in Appendix B for standard Air District terms and conditions, including insurance requirements.

To view an interactive map of Bay Area communities with an overall CalEnviroScreen score of 70 to 100, please visit this link: <https://arcg.is/1Cu5Sj>.

Please note that due to current Assembly Bill 617 (AB 617) implementation efforts in West Oakland and the Richmond-North Richmond-San Pablo area, projects in those communities will **not** be eligible for funding from this grant program. In the Bay Area, many communities experiencing high levels of unhealthy air are low-income communities of color. Discriminatory land use and transportation policies have often placed these communities near significant sources of air pollution. AB 617 is California legislation that requires local air districts to increase their focus on addressing local air pollution disparities. For more details about AB 617 and the community selection process, please see [https://www.baaqmd.gov/~media/files/ab617-community-health/2019\\_0325\\_ab617onepager.pdf.pdf?la=en](https://www.baaqmd.gov/~media/files/ab617-community-health/2019_0325_ab617onepager.pdf.pdf?la=en).

Communities awaiting AB 617 designation include **East Oakland, San Leandro, Eastern San Francisco, Pittsburg-Bay Point area, San Jose, the Tri-Valley, and Vallejo**. Projects based in those communities as well as communities with an overall score of 70 to 100 in CalEnviroScreen 4.0 will be eligible for grant funding.

#### Eligibility Checklist (In order to apply, you must meet **both** eligibility requirements below)

- Community-based group and/or local 501(c)(3) nonprofit located within the Air District's jurisdiction (Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, southwestern Solano, and southern Sonoma) **AND**
- Proposed project does **NOT** take place in West Oakland and/or the Richmond-North Richmond-San Pablo area

#### Priority Groups (Priority will be given to those who meet the eligibility requirements above **AND** either one of the following conditions)

- Proposed project serves one or more communities awaiting AB 617 designation (East Oakland, San Leandro, Eastern San Francisco, Pittsburg-Bay Point area, San Jose, the Tri-Valley, and Vallejo) **OR**
- Proposed project is based in one or more communities with a score of 70 to 100 in CalEnviroScreen 4.0

## 4. AWARD AMOUNTS & DURATION

A total of \$750,000 is available for the James Cary Smith Community Grant Program. The maximum amount for an individual grant is \$100,000 per year. The grant term will be approximately one year, with the potential for up to three years of funding, pending progress toward grant objectives and available funds.

Projects funded by the James Cary Smith Community Grant Program are anticipated to begin in Winter 2022. All work outlined in the 2022 workplan must be completed by December 31, 2022. **Air District staff will conduct a mid-year assessment with grantees each funding cycle to determine eligibility for grant extensions.**



## 5. WHAT KIND OF WORK CAN BE FUNDED?

The Air District seeks to strengthen partnerships with community-based organizations so that more Bay Area advocates have the information and resources they need to fully engage with Air District programs and policies.

Through the James Cary Smith Community Grant Program, the Air District will expand and support its network of community partners and work collaboratively to improve community members' ability to partner with the Air District to improve local air quality.

These grants will fund activities that increase a community's ability to partner with the Air District.

**Funded work can include one or more of the following:**

1. **Community Needs Assessment:** Research what the proposed project's target community or communities need to participate in discussions about local air quality concerns and potential solutions at the neighborhood level. Through talking with residents and leaders in the target community, learn about and report on the kinds of strategies that would help increase engagement and build community knowledge about air quality and best practices.
2. **Community Organizing:** Design and implement strategies to organize the target community or communities around air quality and other environmental justice issues. This can include leadership development, community mobilizing, and coalition building.

3. **Authentic Participation:** Design strategies to implement any combination of the following:
- Provide communities with the resources and information to meaningfully participate in decisions that impact local environmental health.
  - Plan activities that help communities learn about local air quality issues, explore the root causes of air pollution and its impact on residents, and identify agencies that may address their concerns.
  - Provide advocacy training, leadership training, and/or facilitation training as needed.
  - Make recommendations to Air District staff on how to:
    - Better communicate and partner with community members;
    - Train community members on Air District programs and decision-making; and/or
    - Implement other strategies to help communities work with local, regional, state and federal government agencies.

**Work that Cannot Be Funded**

- Cost of preparing or submitting the grant application
- Lobbying
- Purchasing air filter masks
- Purchasing air monitors
- Conducting air monitoring projects and/or air pollution modeling projects
- Development of educational materials that are not tied to community needs assessments, community organizing efforts, or authentic participation efforts as described above
- Endowment campaigns
- Fundraising activities
- Marketing of products or technologies for profit

Any work performed prior to the full execution of a grant agreement with the Air District is not eligible for James Cary Smith Community Grant Program funding.



## 6. HOW TO APPLY FOR FUNDING

To apply for James Cary Smith Community Grant funding, applicants must provide all items listed in the checklist provided in Appendix A. Information submitted which is not specified in the checklist will not be reviewed.

Application Requirements:

- The Air District's James Cary Smith Community Grant Program Cover Sheet (Appendix A) will serve as the application's cover sheet/title page.
- The name of the applicant/organization must be on each page of the application.
- Applications must be submitted in Adobe Acrobat PDF file format. The PDF filename must be saved in this format: Your\_Organization\_Name\_Proposal.PDF

For specific details about what to include in a grant application, please see Appendix A.

## 7. HOW TO SUBMIT YOUR APPLICATION

Interested applicants must create an account through the Air District's Procurement Portal (Bonfire) and use the link below to submit applications.

**Faxed, mailed, emailed or couriered applications will not be accepted.**

Follow these steps to use the Air District's Procurement Portal (Bonfire) to submit your application:

- **Step 1:** Go to Procurement Portal at: <https://baaqmd.bonfirehub.com>
- **Step 2:** (For new users only) Under the Login tab, create a Bonfire account under 'New Vendor Registration.' Fill out all fields and select 'Create account.' An Account Confirmation Email will be sent to the email address provided. Once received, open the email and follow instructions to confirm your account.
- **Step 3:** Return to Bonfire account and create a 'Vendor Record.' Complete all fields and select 'Yes' for email notifications to receive upcoming due date reminders or other applicable information related to the James Cary Smith Community Grant Program.
- **Step 4:** Once the Bonfire account is created, you will have access to the James Cary Smith Community Grant Program option. Here you can download the grant program guidelines, upload your completed application, and view FAQs that will be developed and posted during the open application period.
- **Step 5:** While logged in to the James Cary Smith Community Grant Program, select 'Prepare Submission.' Upload your document (your full application). Once submitted, you will receive a submission receipt and confirmation code.

## 8. HOW WILL PROPOSALS BE EVALUATED?

Applications will be reviewed after the submittal deadline. Eligible projects will be evaluated and ranked according to the scoring criteria below.

Proposal Requirements	Possible Points	Scoring Criteria
<b>Cover Sheet</b>	[required, but not scored]	The Air District's James Cary Smith Community Grant Program Cover Sheet must be completed and signed by a person with authority to legally bind your organization. Applications may be signed using a typed-in name.
<b>Project Summary</b>	30	<b>Meets grant program objectives:</b> Project activities will clearly help build community capacity to participate in one or more of the following: air pollution reduction efforts, exposure reduction efforts, and/or Air District policy processes.
<b>Community Description</b>	20	<b>High community impact potential:</b> The project will serve a demonstrated community need. For example, there is currently limited community participation in decision-making, particularly in decisions that impact local air quality.
<b>Partnerships</b>	20	<b>Leveraging leadership:</b> The project will support and uplift local leaders or equip them with the skills to expand networks of community leaders.
<b>Measuring Success</b>	20	<b>Benefit to community:</b> The project will reach a targeted group of community members in meaningful ways and will build community-wide awareness of and participation in solutions to reduce local air pollution.
<b>Leadership</b>	10	<b>Demonstrated leadership:</b> The applicant has demonstrated that they have played or can play a leadership role in their community with respect to environmental justice or other community concerns.
<b>Project Budget</b>	[required, but not scored]	<ul style="list-style-type: none"><li>• Provide a full budget for the proposed project including costs for personnel, materials and supplies, broken out by year (if applicable).</li><li>• Please list any other funders for this project, including their total contribution (including in-kind), and indicate whether that contribution has been secured (in-hand), committed, requested or not yet requested. If that funding has not been secured, please provide a brief description of how the proposed project can be adjusted if the project is only supported by funds from this grant program.</li></ul>
<b>Total possible points:</b>	<b>100</b>	

## 9. IF YOU RECEIVE A GRANT

If you are awarded a James Cary Smith Community Grant, Air District staff will prepare a grant agreement that sets the terms and conditions of the grant, including reporting requirements. Please see Appendix B for an example of Air District terms and conditions. Actual terms and conditions may vary.

### **Award Process**

The Air District anticipates that awards will be announced in Fall 2021. Applicants will be notified electronically regarding whether their projects have been selected for funding by the Air District. Initial selection for funding constitutes preliminary approval only. Final approval for funding occurs when a grant agreement has been signed by both the grantee and the Air District. Air District staff will prepare grant agreements that set forth the terms and conditions of each grant. Grantees are legally bound to meet certain requirements, including notifying the Air District of any change in project implementation and submitting progress reports and a final report. If a grantee does not comply with all the terms and conditions of a grant agreement or fails to complete the project deliverables, the grantee may have to repay a portion or all of the funds granted, and the grantee may be ineligible to participate in future Air District grant programs. If the Air District awards an amount that differs from the amount requested, Air District staff will work with the grantee to align deliverables, outcomes, and timelines appropriately.

Upon execution of the grant agreement, the grantee may commence work on funded activities. Should there be any change in the originally agreed upon scope of work, grantees must contact the Air District in order to amend the Work Plan of the Grant Agreement.

### **Payment of Grant Funds**

The payment schedule will be established in the grant agreement for each project. No funds will be released until the grant agreement has been fully executed by the grantee and the Air District. In general, payment will occur quarterly. Each invoice should include a progress report (see below) and proof of fund expenditures, including copies of any receipts. The final report should demonstrate adequate completion of deliverables.

### **Progress Reports**

Grantees will need to submit a quarterly progress report and one final report. Reports must include receipts for any expenses and a brief narrative demonstrating progress toward project goals and objectives.

Final reports are used to analyze the impact of the Air District's investments and assist in shaping future grant programs. All reports will be used to share information and promote successes among grantees and with the greater Bay Area community.

Report formats, templates, and requirements will be provided to grantees with their award materials.

# 10. JAMES CARY SMITH GRANT GUIDELINES WORDS, ACRONYMS, AND TERMS DEFINED

<b>501(c)(3)</b>	The portion of the US Internal Revenue Code that allows for federal tax exemption of nonprofit organizations, specifically those considered public charities, private foundations, or private operating foundations.
<b>AB 617</b>	Assembly Bill 617 requires the California Air Resources Board (CARB) and air districts to develop and implement additional emissions reporting, monitoring, reduction plans, and measures in an effort to reduce air pollution exposure in disadvantaged communities. <a href="https://leginfo.ca.gov/faces/billNavClient.xhtml?bill_id=201720180AB617">https://leginfo.ca.gov/faces/billNavClient.xhtml?bill_id=201720180AB617</a>
<b>BAAQMD</b>	Bay Area Air Quality Management District, also referred to as the Air District throughout this document.
<b>Bonfire</b>	The Air District's Procurement Portal, which can be accessed here: <a href="https://baaqmd.bonfirehub.com">https://baaqmd.bonfirehub.com</a>
<b>CalEnviroScreen</b>	A mapping tool that helps identify California communities that are most affected by many sources of pollution and where people are often especially vulnerable to pollution's effects.
<b>Capacity Building</b>	In this document, "capacity building" is defined as identifying community members, other organizations, public and private agencies, community groups, activists, and civic leaders, and providing them with the information and support to foster participation in programs designed to improve environmental health and other community concerns.
<b>CARB</b>	California Air Resources Board. Learn more here: <a href="http://ww2.arb.ca.gov/about">http://ww2.arb.ca.gov/about</a>
<b>Community-based Organization</b>	Community-based Organization or CBO refers to nonprofits that organize and work toward making desired improvements to a community's social health, well-being, and overall functioning.
<b>Community Group</b>	A group of people who work to benefit the public. Community groups may follow a set structure and adopt principles and codes of conduct.

<b>Environmental Justice</b> <i>(as defined by the EPA)</i>	The fair treatment and meaningful involvement of all people regardless of race, color, national origin, or income with respect to the development, implementation, and enforcement of environmental laws, regulations, and policies.
<b>Fair treatment</b> <i>(as defined by the EPA)</i>	Fair treatment means no group of people should bear a disproportionate share of the negative environmental consequences resulting from industrial, governmental, and commercial operations or policies.
<b>Grantees</b>	Recipients of a James Cary Smith grant award.
<b>Meaningful Involvement</b> <i>(as defined by the EPA)</i>	<ul style="list-style-type: none"> <li>• People have an opportunity to participate in decisions about activities that may affect their environment and/or health</li> <li>• The public's contribution can influence the regulatory agency's decision</li> <li>• Community concerns will be considered in the decision-making process</li> <li>• Decision-makers will seek out and facilitate the involvement of those potentially affected.</li> </ul>
<b>Mission Statement</b>	A brief description of an entity's fundamental purpose. It answers the question, "Why do we exist?"
<b>Neighborhood Association</b>	A group of residents or property owners who advocate for or organize activities within a neighborhood. <i>(Wikipedia)</i>
<b>Technical Assistance Provider</b>	InterEthnica has partnered with the Air District to help provide technical assistance to grant applicants. InterEthnica is available to assist grant applicants with technical questions about the application process, but cannot answer questions regarding specific elements of applicant proposals.

For additional information on the Air District's terms and acronyms please access the following link: <https://www.baaqmd.gov/about-air-quality/glossary/glossary>.

# APPENDIX A

## Application Checklist

Applications Must Include:

### Cover Sheet

The Air District's James Cary Smith Community Grant Program Cover Sheet must be completed and signed by a person with authority to legally bind your organization. Applications may be signed using a typed-in name. Although this cover sheet will not be scored, its completion is an application requirement. Please complete all sections not marked optional to help the Air District get to know your organization, and understand your reach, proposed project design and goals, and funding request.

### Project Narrative

- 1. Project summary**
- 2. Community description**
- 3. Partnerships**
- 4. Measuring success**
- 5. Leadership**

### Project Budget

The budget will enable evaluators to better understand the scope and direction of the proposed project.

- Provide a full budget for the proposed project including costs for personnel, materials and supplies, broken out by year (if applicable).
- Please list any other funders for this project, including their total contribution (including in-kind), and indicate whether that contribution has been secured (in-hand), committed, requested or not yet requested. If that funding has not been secured, please provide a brief description of how the proposed project can be adjusted if the project is only supported by funds from this grant program.

# James Cary Smith Community Grant Program Cover Sheet

## I. APPLICANT

Name of Organization: \_\_\_\_\_ Year Established: \_\_\_\_\_

Type:      Community-Based Organization      Neighborhood Group      Other Nonprofit Organization

Mission Statement (*Optional*):

Organization Address: \_\_\_\_\_

City: \_\_\_\_\_ Zip Code: \_\_\_\_\_ County: \_\_\_\_\_

Website: \_\_\_\_\_

Primary Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

## II. PROPOSED PROJECT

Proposed Project Title: \_\_\_\_\_

Geographic focus area(s) of proposed project:

Brief description of your organization's proposed project (850 characters or less):

Program Category (choose all that apply during Years 1–3):

Needs Assessment

Community Organizing

Authentic Participation

Describe how your proposed project will meet the goals of your chosen program category or categories (850 characters or less):

Number of years of funding desired: \_\_\_\_\_

Total Funding Request to Air District for Year 1: \$ \_\_\_\_\_

Total Estimated Funding Request to Air District for Year 2: \$ \_\_\_\_\_

Total Estimated Funding Request to Air District for Year 3: \$ \_\_\_\_\_

***Individual authorized to enter into a formal agreement with the Air District:***

I, \_\_\_\_\_, authorize the submittal of this grant application and certify that all information is correct and accurately reflects the project scope, costs, timeline, and availability of funds.

Signature: \_\_\_\_\_

Title: \_\_\_\_\_



# James Cary Smith Community Grant Program Application

## Project Narrative

**1. Project summary** — Provide a clear and concise summary of how your project will build the targeted community’s capacity over a three-year period to participate in and lead future efforts to reduce air pollution and exposure. Include a summary of the activities that will be supported by this proposed project in years 1, and in years 2–3, if applicable. *(For example, describe how you will conduct a needs assessment for the target community, how you will do community organizing, and/or how you will encourage authentic participation.)* (3,000 characters or less) **(30 pts)**

Applicant Name/Organization: \_\_\_\_\_

**2. Community description** — Provide a detailed description of the community or communities you propose to reach, engage, and inform through grant funds. Include the location, general boundaries, demographics, languages most often spoken, and any other relevant information you think would help describe the community or communities. Describe the community's level of engagement or sense of empowerment in governmental decision-making processes. Tell us whether the community your organization serves currently participates in decisions that impact their environment and/or health or how the proposed project will help encourage participation. (2,000 characters or less) **(20 pts)**

Applicant Name/Organization: \_\_\_\_\_

**3. Partnerships** —Provide a brief description of existing or planned partnerships with any other community-based organizations and leaders, public agencies, or other collaborators, detailing what they are providing to the proposed project (subcontracting, outreach collaboration, translation assistance, etc.). (2,000 characters or less) **(20 pts)**

Applicant Name/Organization: \_\_\_\_\_

**4. Measuring success** — Clearly state the metrics by which success will be evaluated. Describe the criteria that will determine if the project has achieved its goals and objectives in years 1, and in years 2–3, if applicable. Please also describe the estimated number of people who will participate in or benefit from the project by year, and how through the success of your program and activities more communities will be encouraged to participate. (2,000 characters or less) **(20 pts)**

Applicant Name/Organization: \_\_\_\_\_

**5. Leadership** — Please share how your organization led a past project, program, or event that engaged community members and worked towards environmental or other community concerns. Identify project goals, solutions, and outcomes, as well as specific information about the community's geography and demographics. (1,000 characters or less) **(10 pts)**

Applicant Name/Organization: \_\_\_\_\_

## APPENDIX B

### Standard Terms and Conditions

#### BAY AREA AIR QUALITY MANAGEMENT DISTRICT

#### GRANT NO. [year].[number of contract]

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 [name of organization] ("GRANTEE") whose address is [address, city, state, zip].
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 [date], 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 as are mutually acceptable to GRANTEE and DISTRICT. Any change in contractors, subcontractors, or subgrantees must be mutually acceptable to the parties. Immediately upon termination of any such contract, subcontract, or subgrant, GRANTEE shall notify DISTRICT.
- 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 \$[amount] for the activities described in Attachment A, Work Plan. This grant shall be payable in five (5) installments, as follows:
- i) \$[amount] within thirty (30) days after the execution of this Agreement;
  - ii) \$[amount] within thirty (30) days after DISTRICT receipt and approval of GRANTEE's first Quarterly Report;
  - iii) \$[amount] within thirty (30) days after DISTRICT receipt and approval of GRANTEE's second Quarterly Report;
  - iv) \$[amount] within thirty (30) days after DISTRICT receipt and approval of GRANTEE's third Quarterly Report; and
  - v) \$[amount] upon DISTRICT's receipt of the 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: [name]

**GRANTEE:** [organization name]  
[street address]  
[city, state, zip]  
Attn: [organization contact]

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. **ADVERTISING / PUBLIC EDUCATION** - GRANTEE shall submit copies of all draft public education or advertising materials to DISTRICT for review and approval prior to GRANTEE's use of such materials.
14. **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.
15. 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.
16. 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.
17. 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.

18. 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 shall be permitted to employees of GRANTEE requiring access in fulfillment of the services provided under this Agreement.
  - 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. 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.
  - F. Prevent access to such materials by a person or entity not authorized under this Agreement.
  - G. Establish specific procedures in order to fulfill the obligations of this section.
19. 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.
20. 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.
21. **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.
22. **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.
23. **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.
24. **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.

25. 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.
26. 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.
27. 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.
28. 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.
29. 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.
30. SURVIVAL OF TERMS - The provisions of sections 7 (Indemnification), 15 (Audit / Records Access), 16 (Forfeit of Grant Funds / Repayment of Funds Improperly Expended), 18 (Confidentiality), 19 (Intellectual Property Rights), and 20 (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.