

# People's Air Grant Program

REQUEST FOR APPLICATIONS  
2026



Program information can be accessed at: [www.baaqmd.gov/peoplesairgrant](http://www.baaqmd.gov/peoplesairgrant).

The official, legally binding version of this document is the English version.

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

If you have questions about this grant program or application process, please contact People's Air Grant Program staff at [peoplesairgrant@baaqmd.gov](mailto:peoplesairgrant@baaqmd.gov).

# TABLE OF CONTENTS

SECTION 1: SUMMARY .....	4
SECTION 2: BAY AREA AIR DISTRICT OVERVIEW AND MISSION .....	5
SECTION 3: PROGRAM INFORMATION .....	5
3.1 Background .....	5
3.2 Purpose .....	6
3.3 Impacted Communities .....	6
SECTION 4: IMPORTANT DATES .....	7
SECTION 5: OPTIONAL INFORMATIONAL WEBINARS .....	7
SECTION 6: WHO CAN APPLY? .....	8
6.1 Eligible Lead Applicants .....	8
6.2 Eligible Subgrantees .....	8
6.3 Ineligible Applicants .....	9
SECTION 7: AWARD AMOUNTS AND DURATION .....	9
SECTION 8: WHAT KIND OF WORK CAN BE FUNDED? .....	9
8.1 Eligible Projects .....	10
8.2 Ineligible Projects .....	11
8.3 Eligible Costs .....	11
8.4 Ineligible Costs .....	12
SECTION 9: HOW TO SUBMIT AN APPLICATION .....	12
9.1 Technical Assistance .....	12
9.2 Application Process .....	12
SECTION 10: HOW WILL APPLICATIONS BE REVIEWED? .....	13
10.1 Eligibility Review .....	13
10.2 Application Scoring Criteria .....	13
10.3 Funding Recommendations .....	15
10.4 Grant Selection and Award .....	16
SECTION 11: GRANT AWARDS .....	16
11.1 Award Process .....	16
11.2 Payment of Grant Funds .....	17
11.3 Progress Reports .....	17
SECTION 12: PEOPLE'S AIR GRANT TERMS AND DEFINITIONS .....	18
APPENDIX A: APPLICATION CHECKLIST .....	21
APPENDIX B: COMMUNITY ADVISORY COUNCIL'S ENVIRONMENTAL JUSTICE PRIORITIES .....	26
APPENDIX C: STANDARD TERMS AND CONDITIONS .....	29

## SECTION 1: SUMMARY

People's Air Grant Program of the Bay Area Air District (Air District)	
<b>Program Goals</b>	<p>The People's Air Grant Program will distribute funding from the Air District's Community Benefit Fund, established through a one-time allocation approved by the Board of Directors. These funds are not derived from penalty funds, and will support projects in impacted communities to reduce exposure to air pollution and address public health impacts. The program goals are to:</p> <ul style="list-style-type: none"> <li>• Improve air quality and reduce local air pollution disparities, with a focus on communities most affected by air pollution and environmental injustices (impacted communities).</li> <li>• Equip impacted communities with tools and resources to reduce air pollution and improve public health outcomes.</li> <li>• Support health care resources and services for people experiencing health impacts related to air pollution exposure.</li> </ul>
<b>Grant Tiers</b>	<ul style="list-style-type: none"> <li>• Tier 1: \$150,000 total grant award over 2 years</li> <li>• Tier 2: \$200,000 total grant award over 2 years</li> <li>• Tier 3: \$400,000 total grant award over 2 years</li> </ul>
<b>Eligibility</b>	<p>Eligible Lead Applicants include community-based groups, local 501(c)(3) nonprofit organizations, public agencies, and California Native American Tribes within the Air District's jurisdiction (the counties of Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, southwestern Solano, and southern Sonoma).</p> <p>The following entities are not eligible to apply as a Lead Applicant, but may be considered as Subgrantees on applications:</p> <ul style="list-style-type: none"> <li>• Organizations and entities previously or currently awarded less than \$25,000 total in funding through the Air District's implementation of <a href="#">Assembly Bill 617</a>.</li> </ul> <p>The following entities are not eligible to apply as a Lead Applicant or Subgrantee:</p> <ul style="list-style-type: none"> <li>• Organizations and entities previously or currently awarded funding through the Air District's <a href="#">James Cary Smith Community Grant Program</a>.</li> <li>• Organizations and entities previously or currently awarded funding through the California Air Resources Board's <a href="#">Community Air Grant Program</a>.</li> </ul>
<b>Projects</b>	<p>Eligible projects will achieve any combination of the following objectives:</p> <ul style="list-style-type: none"> <li>• Provide education regarding the health impacts of air pollution and pollution mitigation initiatives</li> <li>• Conduct community-driven air quality monitoring</li> <li>• Support health care resources and services in order to improve health outcomes for people experiencing health impacts related to air pollution exposure</li> <li>• Implement mitigation initiatives designed to decrease air pollution or exposure in order to reduce negative health outcomes</li> </ul>
<b>Anticipated Timeline</b>	<p>The following timeline is tentative – any updates will be posted on the <a href="#">Air District website</a>:</p> <ul style="list-style-type: none"> <li>• <b>March 12, 2026:</b> People's Air Grant Application Opens</li> <li>• <b>May 29, 2026:</b> Grant Application Deadline</li> <li>• <b>July 2026:</b> Notices of Grant Awards Sent</li> <li>• <b>Summer – Fall 2026:</b> Draft and finalize grant agreements</li> <li>• <b>January 2027 – January 2029:</b> Grant Term</li> </ul>

## SECTION 2: BAY AREA AIR DISTRICT OVERVIEW AND MISSION

The Bay Area Air District (Air District) improves air quality to protect public health, reduce historical and current environmental inequities, and mitigate climate change and its impacts.

Formed in 1955, the Air District is the government agency responsible for protecting air quality in the San Francisco Bay Area. The Air District regulates stationary sources of air pollution in the nine counties that surround the San Francisco Bay: Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, southwestern Solano, and southern Sonoma counties. It is governed by a 24-member Board of Directors composed of locally elected officials from each of the nine counties.

In 2024, the Air District adopted its [2024-2029 Strategic Plan](#) detailing how the Air District will transform its work to address air quality issues more effectively, with a focus on the local communities most overburdened by air pollution. The *2024-2029 Strategic Plan* is centered on four primary goals: achieving impact, advancing environmental justice, fostering cohesion and inclusion, and maintaining an effective, accountable, and customer-oriented organization.

## SECTION 3: PROGRAM INFORMATION

### 3.1 Background

The Air District's Board of Directors established the [Community Advisory Council](#) in November 2021, representing different environmental justice communities throughout the Bay Area. This group of community leaders and environmental justice advocates assists the Board in developing Air District initiatives that benefit the community and advance environmental justice, while prioritizing engagement and partnership. The Community Advisory Council is a standing advisory council of the Air District that uses environmental justice principles to provide guidance to the Board of Directors and the Executive Officer/Air Pollution Control Officer on programs and policies that impact overburdened communities within the Air District's jurisdiction, to ensure the fair treatment of all persons living in those communities. The Community Advisory Council and the Community Advisory Council's Environmental Justice Policy Ad Hoc Committee served as formal advisors to the Air District's *2024 - 2029 Strategic Plan*.

As noted in the Air District's Strategic Plan and in the Community Advisory Council's 2024 [A Call to Action: Charting a New Course Toward Environmental Justice at the Bay Area Air Quality Management District](#), public participation and community coordination are important in directing funds to advance environmental justice and community benefits. In 2021, the Air District created a Community Benefit Fund of \$3 million, not derived from enforcement, penalty, or mitigation funds, to support projects that directly benefit communities. The Community Advisory Council's Community Benefit Fund Ad Hoc Committee developed a plan to distribute these funds with community input. This effort is part of the Air District's commitment to reinvest in frontline environmental justice communities that have been most affected by air pollution.

## 3.2 Purpose

The People's Air Grant Program is designed to provide monetary resources for projects in impacted communities to reduce exposure to air pollution and address public health impacts. Projects funded by the People's Air Grant Program should seek to advance one or more of the following goals:

- a. Improve air quality and reduce local air pollution disparities, with a focus on communities most affected by air pollution and environmental injustices (impacted communities).
- b. Equip impacted communities with tools and resources to reduce air pollution and improve public health outcomes.
- c. Support health care resources and services for people experiencing health impacts related to air pollution exposure.

Projects should address priority community needs identified in the [Air District's 2024 – 2029 Strategic Plan](#) goals and the [Community Advisory Council's Environmental Justice Priorities](#).

## 3.3 Impacted Communities

The People's Air Grant Program will prioritize projects serving impacted communities – communities within the Air District's jurisdiction that are most affected by air pollution and environmental injustices. Projects also must show that the majority of project benefits will go to low-income individuals or communities, defined as below 80% of Area Median Income.

Preference will be given to 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.

NOTE: CalEnviroScreen 4.0 is a tool used to screen for relative pollution burden, but it is not the only available tool. Applicants may rely on other environmental health screening tools developed by public agencies that identify environmental justice communities, and should include reference to any such tools in their application for consideration.

California Assembly Bill (AB) 617 is California legislation that requires local air districts to increase their focus on addressing local air pollution disparities. There are currently four ongoing projects authorized by AB 617 within the Air District's jurisdiction, located in Bayview Hunters Point/Southeast San Francisco, East Oakland, West Oakland, and the Richmond-North Richmond-San Pablo area. Eligibility for the People's Air Grant Program includes the four designated AB 617 communities – however, proposed projects should not seek to duplicate other community-based work supported by the Air District in the four designated AB 617 communities. For additional information about AB 617, please visit this link: <https://ww2.arb.ca.gov/capp/about>.

To view an interactive map showing communities in the Air District's jurisdiction with an overall CalEnviroScreen score of 70 to 100 as well as the Bay Area's four designated AB 617 communities, please visit this link: <https://arcg.is/5naS90>.

To view an interactive map showing census tracts with higher concentrations of individuals experiencing lower incomes, please visit this link: [https://gis.carb.arb.ca.gov/portal/apps/experiencebuilder/experience/?id=5dc1218631fa46bc8d340b8e82548a6a&page=Priority-Populations-4\\_0](https://gis.carb.arb.ca.gov/portal/apps/experiencebuilder/experience/?id=5dc1218631fa46bc8d340b8e82548a6a&page=Priority-Populations-4_0).

## SECTION 4: IMPORTANT DATES

Date	Action
Thursday, March 12, 2026	People's Air Grant Application opens
March 24, 2026	Optional Informational Webinar, 10:00 AM
April 9, 2026	Optional Application Preparation Webinar, 1:00 PM
April 17, 2026	All questions about grant applications due by 5:00 PM*
April 30, 2026	All responses to application questions posted by 5:00 PM*
<b>Friday, May 29, 2026</b>	<b>Grant applications due by 5:00 PM Pacific Time</b>
June 2026	Grant Applications Evaluation & Review Period
July 2026	Notices of Grant Awards Sent
Summer – Fall 2026	Draft and finalize grant agreements
January 2027 – January 2029	Grantees perform work, submitting regular grant reports and invoices
January 2029	Final reports and invoices due

\*Questions may be submitted via email to [peoplesairgrant@baaqmd.gov](mailto:peoplesairgrant@baaqmd.gov). All answers provided will be posted to [www.baaqmd.gov/peoplesairgrant](http://www.baaqmd.gov/peoplesairgrant) during the open application period.

## SECTION 5: OPTIONAL INFORMATIONAL WEBINARS

The Air District will host two optional webinars to provide an overview of the program, application requirements, and answer questions. Both webinars will be recorded and posted on the [Air District website](#), along with all questions and responses.

**Simultaneous language interpretation is available upon request with at least 72 hours' notice before each event.** To request interpretation, please contact Lisa Flores at [lflores@baaqmd.gov](mailto:lflores@baaqmd.gov) or 415-749-4642.

### Air District Informational Webinar – Tuesday, March 24, 2026, 10:00 AM

The Air District will host an informational webinar on Tuesday, March 24 at 10:00 AM. During the webinar, prospective applicants will have the opportunity to ask questions about the grant program. Please register to attend:

[https://us02web.zoom.us/webinar/register/WN\\_3R0JQFrtQFqnL2wRfdSSLA](https://us02web.zoom.us/webinar/register/WN_3R0JQFrtQFqnL2wRfdSSLA).

### Application Preparation Webinar – Thursday, April 9, 1:00 PM

The technical assistance team will offer a webinar on Thursday, April 9 at 1:00 PM sharing practical guidance for submitting a complete application, including navigating the People's Air Grant application portal, uploading required documents, and key deadline reminders. Please use the following link to join the webinar:

<https://us02web.zoom.us/j/86903484053> (advance registration is not required).

## SECTION 6: WHO CAN APPLY?

### 6.1 Eligible Lead Applicants

Entities eligible to apply as a Lead Applicant include:

- Nonprofit organizations holding a current tax-exempt status under Section 501(c)(3) of the federal Internal Revenue Code, including community-based organizations (please see Sections 6.2 and 6.3 below for exceptions).
- Local government agencies, including cities, counties, joint powers authorities, special districts, councils of governments, and other public agencies.
- Local public schools and public school districts.
- California Native American Tribes. For the purposes of this grant, this includes all Federally Recognized Tribes on the most recent notice of the Federal Register, or a non-federally recognized California Tribal government on the California Tribal Consultation List maintained by the California Native American Heritage Commission.

A Lead Applicant may submit one application for funding.

**NOTE:** Organizations and entities previously or currently awarded less than \$25,000 total in funding through the Air District's implementation of [Assembly Bill 617](#) are not eligible to apply as a Lead Applicant, but may be considered as Subgrantees on applications.

### 6.2 Eligible Subgrantees

Eligible Subgrantees include the entities noted above in the Eligible Lead Applicants section. Additionally, the following entities may be considered as Subgrantees for a People's Air Grant:

- Organizations and entities previously or currently awarded less than \$25,000 total in funding through the Air District's implementation of [Assembly Bill 617](#).

There is no limit on the number of applications that Subgrantees may join.

## 6.3 Ineligible Applicants

Entities not eligible to apply as either a Lead Applicant or Subgrantee include but are not limited to:

- Organizations and entities previously or currently awarded funding through the Air District's [James Cary Smith Community Grant Program](#).
- Organizations and entities previously or currently awarded funding through the California Air Resources Board's [Community Air Grant Program](#).
- Individuals.
- Current Air District employees and their immediate family.
- Any entity in which an Air District Board member has a financial interest that would disqualify the Air District from contracting with the entity.

## SECTION 7: AWARD AMOUNTS AND DURATION

A total of \$3,000,000 is available for the People's Air Grant Program. The maximum total amount for an individual grant is \$400,000 over a two-year period, pending demonstrated grantee progress toward grant objectives. The minimum amount for an individual grant is \$150,000 over a two-year period. Air District staff will continuously assess grantee progress and performance through grant reports and deliverables.

The Air District will award grants in three tiers over a two-year period, as follows:

Grant Tier	Total Grant Award (over 2 years)
1	\$150,000
2	\$200,000
3	\$400,000

Each applicant must select a grant tier based on the funding amount requested to meet project needs. Grant tiers serve as a mechanism to ensure that projects compete in their funding category for a fair chance to be selected.

Projects funded through the People's Air Grant should be prepared to begin in January 2027 and conclude in January 2029.

## SECTION 8: WHAT KIND OF WORK CAN BE FUNDED?

The People's Air Grant Program will fund projects to reduce exposure to air pollution and address public health in impacted communities in the Bay Area. Priority will be given to projects that:

- Have a direct impact on pollution reduction and improvements in health for impacted communities and residents;

- Engage the skills and resources of the community, including engaging in meaningful and collaborative partnerships with other community leaders and organizations serving impacted communities; and/or
- Improve air quality and reduce local air pollution disparities in impacted communities.

## 8.1 Eligible Projects

Funded work can include projects that incorporate any combination of the following objectives:

### **Provide education regarding the health impacts of air pollution and pollution mitigation initiatives. Examples include:**

- Provide accessible air quality and health workshops in impacted communities
- Implement air quality trainings and internships for youth
- Design tours of impacted communities highlighting known sources of air pollution and community concerns
- Provide trainings for community members on air quality monitoring and data access, analysis, or interpretation

### **Conduct community-driven air quality monitoring. Examples include:**

- Deploy and/or maintain long-term real-time community air monitoring networks or targeted air monitoring projects to improve understanding of local air quality
- Build or expand local data systems, dashboards, or portals to manage and share community air monitoring data and communicate insights to residents
- Conduct data analysis projects using existing air monitoring data to visualize and communicate air quality insights
- Share best practices for implementing community air monitoring projects and using collected data

### **Support health care resources and services in order to improve health outcomes for people experiencing health impacts related to air pollution exposure in vulnerable communities. Examples include:**

- Implement home visiting programs with vulnerable populations to address indoor air quality concerns
- Train promotores/community health workers on air pollution and health impacts
- Support community-based health outreach, screening, assessment, and education initiatives addressing pollution-related health conditions

### **Implement mitigation initiatives designed to decrease air pollution or exposure in order to reduce negative health outcomes. Examples include:**

- Distribute residential air filtration units
- Oversee tree planting initiatives
- Support electrification efforts

## 8.2 Ineligible Projects

Projects that are ineligible for People's Air Grant funding include but are not limited to:

- Projects whose future sustainability is contingent on market- or demand-driven revenue streams. Examples could include start-ups or enterprise-driven nonprofit organizations.
- Projects that require a change in public agency policy in order to be implemented and achieve the goals outlined in the proposal. Examples include ordinance development or campaigns.
- Projects that duplicate existing Air District projects.

## 8.3 Eligible Costs

The Program will provide funds for a project's eligible direct costs, which are direct costs for labor, goods, or services that are incurred during the grant term, and that are directly tied to project implementation. Costs should not exceed those that a prudent person would incur and should be consistent with market prices for comparable goods and services.

The Program will also provide funds for eligible indirect costs related to a project, which refers to the general costs of operations such as rent, utilities, administrative staff, insurance, and legal services. Indirect costs are allowable up to 15% of the project's total budget.

Eligible costs for which an applicant may request grant funds include but are not limited to:

- Direct staff costs for the Lead Applicant and any Subgrantee(s), including salaries, benefits, and leave
- Professional services consultants. Consultant costs should be below 25% of the budget.
- Materials, supplies and equipment
- Community engagement costs, including but not limited to:
  - Outreach and engagement materials
  - Translation and interpretation
  - Facilitation for community meetings
  - Participant compensation for engagement in activities such as meetings or trainings
  - Transportation stipends
  - Rental and insurance costs associated with equipment or facilities
  - Food and refreshments, such as during an evening community meeting that takes place during typical dinner hours
  - Provision of childcare services during community meetings or events
- Capacity building and training costs
- Travel costs directly tied to grant implementation
- Evaluation and reporting activities
- Costs associated with insurance liability certificate requirements
- Fiscal sponsorship costs up to 15% of the total grant award

- Indirect costs up to 15% of the total grant award

## 8.4 Ineligible Costs

Ineligible costs include but are not limited to:

- Cost of preparing or submitting the grant application
- Operations and maintenance costs outside of the grant term
- Direct lobbying that seeks to influence an elected or public official on an issue, such as passage of a legislative bill
- Public lobbying that seeks to build political support among the general public for an issue or candidate
- Out-of-state travel and incidental costs associated with such travel
- Alcohol, cannabis, or other intoxicants
- Luxury or gourmet food, refreshment, or travel upgrades
- Endowment campaigns
- Fundraising activities
- Marketing of products or technologies for profit
- Costs that occur outside of the grant agreement term

Applicants should not include such items in projects for which they seek People's Air Grant Program funds. If an application recommended for an award includes ineligible costs, those costs will be excluded, and the project's recommended total award will be adjusted accordingly.

Any work performed prior to the full execution of a grant agreement with the Air District is not eligible for People's Air Grant Program funding.

## SECTION 9: HOW TO SUBMIT AN APPLICATION

### 9.1 Technical Assistance

Application technical assistance will be offered and prioritized for applicants with fewer resources or limited grant experience. Please visit the [Air District website](#) for more information.

### 9.2 Application Process

To apply for People's Air Grant Program funding, applicants must submit all items listed in the checklist provided in Appendix A. Submitted information that is not specified in the checklist will not be reviewed.

Interested applicants must use the link below to submit applications. Faxed, mailed, emailed or couriered applications will not be accepted.

Please follow these steps to submit an application:

- **Step 1:** Go to [PeoplesAirGrant.slideroom.com](https://PeoplesAirGrant.slideroom.com).
- **Step 2:** Create an account. You will then receive an email with an activation link.
- **Step 3:** Log in and begin completing the "forms" for each section of the application. Upload required documents in the "Document Uploads" form. You can log in and out as many times as needed to complete your application.
- **Step 4:** Submit your application. Once you submit an application, you will not be able to make any changes. Carefully review your application before submitting.

Applications are due **Friday, May 29 at 5:00 PM Pacific Time**. Applicants are encouraged to submit their applications in advance to avoid any technical difficulties.

## SECTION 10: HOW WILL APPLICATIONS BE REVIEWED?

Applications will be evaluated and awarded through a competitive process. The application review process consists of the following steps:

1. **Eligibility Review:** Air District staff review each submission for completeness, eligibility, and alignment with program requirements.
2. **Application Scoring:** Eligible applications are scored by a review panel using the published scoring rubric for the grant type.
3. **Funding Recommendations:** Air District staff review scoring results and consider overall portfolio balance (using criteria such as available funding for each grant type, geographic distribution, project diversity and overlap) before developing funding recommendations.
4. **Grant Selection and Award:** The Air District Board of Directors considers staff recommendations and makes final funding decisions.

### 10.1 Eligibility Review

The Air District will conduct an initial administrative review of each submitted application to ensure that it is complete and meets the Program's minimum requirements. Please see Appendix A for an Application Checklist. The Air District, in its sole discretion, may continue the review process for applications with non-substantive issues that may be easily rectified.

### 10.2 Application Scoring Criteria

Eligible applications will be scored by a review panel according to the scoring criteria below. Review panel members cannot be associated with a grant application and will be subject to applicable conflict of interest limitations.

## Eligibility Review

Minimum Requirements	Pass / No Pass	Scoring Criteria
<b>Application Form</b>	Pass / No Pass	The People's Air Grant online application must be completed and signed electronically by a person with authority to legally bind the Lead Applicant's organization.
<b>Eligibility Status</b>	Pass / No Pass	Is the Lead Applicant one of the following: <ul style="list-style-type: none"> <li>• A nonprofit organization with current 501(c)(3) status</li> <li>• A tax-exempt fiscal sponsor for a community-based organization</li> <li>• A local public agency</li> <li>• A California Native American Tribe</li> </ul>
<b>Previous Funding</b>	Pass / No Pass	The Lead Applicant must confirm they are not: <ul style="list-style-type: none"> <li>• A current or previous recipient of more than \$25,000 total in funding through the Air District's implementation of Assembly Bill 617</li> <li>• A current or previous awardee of the Air District's James Cary Smith Community Grant Program</li> <li>• A current or previous awardee of a CARB Community Air Grant</li> </ul>
<b>Within Air District's Jurisdiction</b>	Pass / No Pass	Proposed projects must be conducted in California's San Francisco Bay Area, within the Air District's jurisdiction. For an interactive map, please visit this link: <a href="https://arcg.is/5naS90">https://arcg.is/5naS90</a> .
<b>Project Work Plan</b>	Pass / No Pass	The Lead Applicant must provide a detailed Project Work Plan that describes the project vision, measurable outcomes, activities and/or deliverables, and the timeframe for activities. For a template work plan, please visit the <a href="#">Air District website</a> .
<b>Project Budget</b>	Pass / No Pass	The Lead Applicant must provide a full budget for the proposed project including costs for personnel, materials and supplies. For an optional template, please visit the <a href="#">Air District website</a> .
<b>Compliance with Conflict of Interest Laws</b>	Pass / No Pass	The Lead Applicant must certify it is in compliance with applicable state and federal conflict of interest laws at the time it submits its application to this solicitation and shall remain in compliance with all such laws during the solicitation process, and, if selected, during the Term of the fully executed Grant Agreement, including any extensions.

## Application Scoring

Category	Possible Points	Description
<b>Proposal Design and Alignment</b>	<b>30</b>	The proposed project will clearly advance one or more of the People's Air Grant Program goals and aligns with one or more of the Community Advisory Council's Environmental Justice Priorities. Lead Applicant has demonstrated a specific, feasible, meaningful, and measurable project approach. Project Work Plan is detailed, realistic, and links project outcomes to activities and milestones.
<b>Community Need and Support</b>	<b>20</b>	The project will serve one or more communities within the Air District's jurisdiction that are most affected by air pollution and environmental injustices, as indicated by CalEnviroScreen 4.0 or other environmental health screening tools developed by public agencies. Lead Applicant has demonstrated support from and alignment with existing community priorities or initiatives, and addressed how relevant communities will be engaged in all phases of the project. The majority of project benefits will go to low-income individuals or communities, defined as below 80% of Area Median Income. <i>For more information, please see Section 3.3 of the People's Air Grant Program Request for Applications.</i>
<b>Project Lead Capacity</b>	<b>20</b>	Lead Applicant has demonstrated that they have played and can continue to play a leadership role in their community with respect to environmental justice or other community concerns.
<b>Measuring Success</b>	<b>20</b>	Lead Applicant has demonstrated sound methodology to implement programs that will benefit impacted communities, and compelling metrics to measure the success of those programs.
<b>Partnerships</b>	<b>10</b>	Lead Applicant will collaborate in meaningful ways with Subgrantees (if applicable), partners, and/or other stakeholders to execute program activities and goals.

## 10.3 Funding Recommendations

Air District staff will consider criteria such as the available funding for each grant tier, geographical diversity and representation, and project diversity and overlap. Air District executive leadership will recommend the final slate of projects to be funded in consideration

of the review panel's recommendations. The Air District's Board of Directors will then consider authorizing the Executive Officer/Air Pollution Control Officer to execute Air District Grant Agreements.

## 10.4 Grant Selection and Award

The Air District's Board of Directors will make the final selection of projects, and may elect not to fund projects or select different projects from within the applicant pool for funding. The Air District reserves the right not to award a grant, or award only a portion of a grant, subject to available funding. 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.

At its sole discretion, the Air District reserves the right, but has no obligation, to do any of the following at any time:

- Partially fund applications by funding discrete portions or phases of applications.
- Cancel, modify, extend, or amend this grant solicitation.
- Revise the amount of funds available or the terms specified in this Request for Applications
- Adjust evaluation criteria during the application period and provide notice to applicants on the [Air District website](#).
- Change the evaluation process as described in this Request for Applications.
- Reject any applications received for any or no reason, to the extent permitted by law.

## SECTION 11: GRANT AWARDS

### 11.1 Award Process

All applicants, including those selected and those that were not selected, will be notified electronically by Air District staff regarding whether their projects are selected for funding. 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. 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.

If an applicant is awarded a People's Air Grant, Air District staff will prepare a grant agreement that sets forth the terms and conditions of the grant, including reporting requirements. Please see Appendix C for an example of Air District terms and conditions. Actual terms and conditions may vary.

Upon execution of the grant agreement, the grantee may commence work on funded activities. 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. Should there be any change in the originally agreed-upon scope of work,

grantees must contact the Air District to amend the work plan of the grant agreement; project changes are subject to the discretion of the Air District.

## 11.2 Payment of Grant Funds

The payment schedule will be established in the grant agreement for each project and will be considered as often as triannually. No funds will be released until the grant agreement has been fully executed by the grantee and the Air District.

Upon execution of their grant agreements, grantees are legally bound to meet certain requirements including, but not limited to:

- Submitting periodic progress reports.
- Submitting a final report.
- Notifying the Air District in advance of any change in project implementation.

Should a grantee encounter the need to make any change to the originally agreed upon scope of work, grantee must contact the Air District in writing, in advance, to amend the work plan of the grant agreement; changes are subject to the discretion of the Air District. Any work completed before the execution of the grant agreement, or any work outside of the original scope completed before amendment of the work plan, will not be eligible for funding.

If any material information in a grantee's application is later determined to be false, misleading, or materially incomplete, or 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 be required to repay a portion or all the funds granted, the grantee may be ineligible to participate in future Air District grant programs, and the grantee may be subject to other penalties available under the law.

## 11.3 Progress Reports

All funded projects must submit regular progress reports, and one final project summary report. Reports must include narrative demonstrating progress toward project goals and objectives, accompanied by invoices and proof of fund expenditures, including copies of any receipts. The final project summary report should demonstrate adequate completion of deliverables.

Reports are used to analyze the impact of the Air District's investments and assist in shaping future grant programs. Report formats, templates, and requirements will be provided to grantees with their award materials.

If activities and progress toward goals are not demonstrated at progress reporting milestones, the Air District will provide technical assistance and support within its abilities to support the success of the project. If the project continues to be unsuccessful after support and technical assistance, then the following actions may be taken:

- Repayment of Grant Funds: Grantees may be required to return grant funds that were improperly spent.

- Return of Unspent Funds: Grantees may be required to return any unused funds.
- Termination of Agreement: Failure to meet project commitments may result in the termination of the funding agreement.

## SECTION 12: PEOPLE'S AIR GRANT TERMS AND DEFINITIONS

<b>501(c)(3)</b>	The portion of the U.S. Internal Revenue Code that allows for federal tax exemption of nonprofit organizations, specifically those considered public charities, private foundations, or private operating foundations.
<b>Air Pollutants</b>	Any substance in the air that can have harmful effects on human health, the environment, or both. Air pollutants can come from natural sources, such as wildfires, or from human activities, including industrial processes, transportation, and energy production. Common air pollutants include particulate matter (PM), ozone, nitrogen oxides, sulfur dioxide, toxic air contaminants, and carbon monoxide.
<b>Assembly Bill 617</b>	California Assembly Bill 617 (AB 617) requires the California Air Resources Board 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. Learn more here: <a href="https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201720180AB617">https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201720180AB617</a>
<b>Bay Area Air District</b>	Bay Area Air District, also referred to as the Air District throughout this document. Learn more here: <a href="http://www.baaqmd.gov">www.baaqmd.gov</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. Learn more here: <a href="https://oehha.ca.gov/calenviroscreen">https://oehha.ca.gov/calenviroscreen</a> .
<b>California Air Resources Board (CARB)</b>	The California Air Resources Board is one of six boards, departments, and offices under the umbrella of the California Environmental Protection Agency. Learn more here: <a href="http://ww2.arb.ca.gov/about">http://ww2.arb.ca.gov/about</a> .
<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>Community Advisory Council</b>	A standing 17-member advisory council established by the Air District's Board of Directors in November 2021, representing different environmental justice (EJ) communities throughout the Bay Area. <a href="#">This group of community leaders and EJ advocates</a> assists the Board in developing Air District initiatives that benefit the community and advance EJ, while prioritizing engagement and partnership.
<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>	<p>Environmental justice has two primary types of definitions – one type generated by the advocacy community and one generated by government, including the United States Environmental Protection Agency. Both are valuable in understanding environmental justice.</p> <p>Dr. Bunyan Bryant, a pioneering environmental justice scholar, defined environmental justice as "...cultural norms and values, rules, regulations, behaviors, policies, and decisions [that] support sustainable communities where people can interact with confidence that the environment is safe, nurturing, and productive. Environmental justice is served when people can realize their highest potential ... where both cultural and biological diversity are respected and highly revered and where distributive justice prevails."</p> <p>The Environmental Protection Agency defines environmental justice as "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. This goal will be achieved when everyone enjoys the same degree of protection from environmental and health hazards, and equal access to the decision-making process to have a healthy environment in which to live, learn, and work."</p>
<b>Fair treatment (as defined by the EPA)</b>	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 People's Air Grant award.
<b>Lead Applicant</b>	The eligible organization that submits an application and, if awarded funds, holds the grant agreement, manages funds and reporting, oversees any Subgrantees, and is ultimately responsible for delivering the project.

<b>Mission Statement</b>	A brief description of an entity's fundamental purpose. It answers the question, "Why do we exist?"
<b>Subgrantee</b>	An eligible entity named in the application that receives a portion of grant funds from the Lead Applicant to help implement part of a funded project. The Subgrantee is accountable to the Lead Applicant for compliance with the terms of the grant agreement and the proper use of funds. A community-based organization that is fiscally sponsored for this program is a Subgrantee.
<b>Technical Assistance Provider</b>	The Air District has partnered with InterEthnica 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 regarding terms and acronyms used by the Air District, please access the following link: <https://www.baaqmd.gov/about-air-quality/glossary/glossary>.

## APPENDIX A: APPLICATION CHECKLIST

A complete application package consists of the following items. Template documents can be found on the [Air District website](#).

### **Online Application:**

- Please complete the online application found at [peoplesairgrant.slideroom.com](https://peoplesairgrant.slideroom.com). Please complete all sections not marked optional to help the Air District get to know your organization and understand your proposed project design, goals, and funding request.
- Please also upload the items requested below as part of the application package.

### **Project Work Plan:**

- Note: A template work plan is available on the [Air District website](#). Applicants should use this template.
- Please upload a detailed Project Work Plan that describes the project vision, measurable outcomes, activities and/or deliverables, and the timeframe for activities.

### **Project Budget:**

- Note: An optional template budget is available on the [Air District website](#). Applicants are not required to use the optional template.
- Please upload a full budget for the proposed project including costs for personnel, materials and supplies to enable evaluators to better understand the scope and direction of the proposed project.
- For information about eligible costs, please see Section 8.3 of the People's Air Grant Program Request for Applications.
- On the budget document, 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.

### **Letter(s) of Support:**

- Please provide up to two letters of support from external partners/ community stakeholders. Letters should speak about the proposed project's alignment with community-identified needs, and the Lead Applicant's ability and capacity to complete the work outlined in the grant application.

- Proof of 501(c)(3) status for Lead Applicant, if applicable:**
  - Please provide verification of status as a valid and current United States Internal Revenue Code Section 501(c)(3) organization for the Lead Applicant if applicable.

## Application Questions

Please respond to all questions and upload documents via the online application portal, found at [peoplesairgrant.slideroom.com](https://peoplesairgrant.slideroom.com).

### **Lead Applicant**

- Name of entity
- Type of entity: Nonprofit organization with current 501(c)(3) status; Fiscal sponsor for an organization without 501(c)(3) status; Public agency, California Native American Tribe
- Lead Applicant Mailing Address, City, ZIP, County
- Year established (for entity that will implement the project)
- Website of entity that will implement the project (if applicable)
- Mission Statement of entity that will implement the project (if applicable)
- Is the Lead Applicant a current or previous recipient of more than \$25,000 total in funding through the [Air District's implementation of Assembly Bill 617](#)? **Yes / No**
- Is the Lead Applicant a current or previous awardee of the [Air District's James Cary Smith Community Grant Program](#)? **Yes / No**
- Is the Lead Applicant a current or previous awardee of the California Air Resources Board's [Community Air Grant Program](#)? **Yes / No**

### **Fiscally Sponsored entity (if applicable)**

- Name of entity
- Mailing Address, City, ZIP, County
- Primary Contact First and Last Name, Title, Email, Phone

### **Subgrantee(s) (if applicable)**

- Name of entity
- Mailing Address, City, ZIP, County
- Primary Contact First and Last Name, Title, Email, Phone
- If the project will have other Subgrantees, please list the organization names

### **Proposed Project**

- Proposed Project Title
- Public Posting Summary (a 2-sentence, public-facing summary of the project)
- Total funding requested (select one):
  - Tier 1: \$150,000 total grant award over 2 years
  - Tier 2: \$200,000 total grant award over 2 years
  - Tier 3: \$400,000 total grant award over 2 years
- Project type(s) (select all that apply):

- Provide health education regarding air quality and air pollution mitigation initiatives
- Conduct community-driven air quality monitoring
- Support health care resources and services that improve health outcomes for people experiencing health impacts related to air pollution exposure in vulnerable communities
- Implement mitigation initiatives to decrease air pollution or exposure in order to reduce negative health outcomes
- ❑ Brief description of the proposed project  
*Character limit: 2,000 characters, including spaces, punctuation, and line breaks. Applicants are encouraged to be concise and do not need to use the full character limit.*

### **Project Location(s)**

- ❑ Specific location(s) of proposed project
- ❑ Are these geographies considered environmental justice/impacted communities?  
**Yes / No**  
*For more information, please see Section 3.3 of the People's Air Grant Program Request for Applications.*
- ❑ If a different screening methodology was used to identify environmental justice/impacted communities beyond CalEnviroScreen 4.0, please list the source/methodology and provide a weblink, if applicable.
- ❑ Is the proposed project within the [Air District's jurisdiction](#)? **Yes / No**
- ❑ Which county or counties will the proposed project benefit? Check all that apply.
- ❑ Will the majority of project benefits go to low-income individuals or communities, defined as below 80% of Area Median Income? **Yes / No**  
*For more information, please see Section 3.3 of the People's Air Grant Program Request for Applications.*

### **Project Narrative Questions**

*Please note:*

- The character limit for each narrative question is 3,000 characters, including spaces, punctuation, and line breaks.
- Applicants are encouraged to be concise and do not need to use the full character limit.
- Links to external websites will not be reviewed or considered.

- 1. Project Summary.** Provide a clear and concise summary of how your project will advance one or more of the goals of the People's Air Grant Program: Improve air quality and reduce local air pollution disparities; equip impacted communities with tools and resources to reduce air pollution and improve public health outcomes; and/or support health care resources and services for people experiencing health impacts related to air pollution exposure.

2. **Community Description.** Provide a detailed description of the impacted community or communities you propose to reach and engage through grant funds. Include the location, general boundaries, socioeconomic make-up, and any other relevant information you think would help describe the community or communities. Describe how the Lead Applicant will ensure that the majority of project benefits will go to individuals or communities experiencing lower incomes, defined as below 80% of Area Median Income.
3. **Community Support and Engagement.** Please describe the origin of the proposed project, and to what extent it reflects community-driven needs. Provide information about current community support for the project. Please also summarize how you have engaged relevant communities and will continue to engage relevant communities in all phases of the project.
4. **Leadership and Capacity.** Please describe a multi-year program the Lead Applicant managed which engaged community members and worked towards environmental justice, improved public health outcomes, and/or addressed other community concerns. Identify the project's approach, successes, challenges, and outcomes, as well as specific information about the community's geography and socioeconomic make-up.
5. **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 during the grant term. Please also describe the estimated number of people who will participate in or benefit from the project. To the extent known, please provide information on both the quantitative and qualitative project outcomes.
6. **Partnerships.** Provide a brief description of existing or planned partnerships with Subgrantees (if applicable), community-based organizations, public agencies, and/or other collaborators, detailing what they will provide to the proposed project.

#### **Documents to Upload via the Online Application Portal**

*Note: Acceptable document file types include .pdf, .xls, .xlsx, .doc, and .docx. Each document should be under 5MB.*

- Project Work Plan
- Project Budget
- Up to two letters of support
- Verification of federal Internal Revenue Service Code 501(c)(3) status, if applicable

#### **Community Advisory Council Environmental Justice Priorities Alignment**

- Please indicate which of the Community Advisory Council Environmental Justice Priorities the project fulfills (check all that apply).

*For more information, please see Appendix B of the People's Air Grant Program Request for Applications.*

- Advance Environmental Justice
- Provide Meaningful Agency Support to Advance Environmental Justice
- Integrate Environmental Justice Considerations in Core Functions
- Implement Environmental Justice Best Practices and Innovation
- Communicate with Clarity, Transparency, and Integrity
- Grow the Capacity of Staff and Board Members to Integrate Environmental Justice
- Grow the Capacity of Environmental Justice Communities and Organizations
- Seek Appropriate Legal Remedies and Coordinate with Environmental Justice Communities
- Provide Technical Assistance to Local Governments

### **Technical Support Needs**

The Bay Air Center is an Air District-sponsored community resource that provides technical guidance, materials, and training to Bay Area community members and organizations, free of charge, to support their efforts to understand and improve air quality.

- If awarded a grant, do you anticipate needing technical support from the Air District and the Bay Air Center to implement your funded project? **Yes / No**
- If yes, which of the following might you need support with during grant implementation? (check all that apply)
  - Air monitoring project support
  - Project design, hands-on instrument training, or guidance on deploying air sensors
  - Air quality data access and analysis support
  - Access to local sensor data or other existing air monitoring data
  - Training on analysis tools (e.g. R studio)
  - Educational trainings or workshops on air quality topics like air pollution basics, understanding air quality and taking action, or insights from local air quality data
  - Facilitation and/or translation support
  - Connecting organizations with existing resources
  - Previous Air District and Bay Air Center workshops or trainings
  - Factsheets, air sensor guidance, and educational materials

### **Compliance with Conflict of Interest Laws**

- Does the Lead Applicant certify it is in compliance with applicable state and federal conflict of interest laws at the time it submits an application to the People's Air Grant Program, and shall remain in compliance with all such laws during the solicitation process, and, if selected, during the Term of the fully executed Grant Agreement, including any extensions? **Yes / No**

## APPENDIX B: THE COMMUNITY ADVISORY COUNCIL'S ENVIRONMENTAL JUSTICE PRIORITIES

The Air District's [Community Advisory Council](#) developed the following Environmental Justice Priorities, intended to guide the Air District in advancing and addressing environmental justice across all aspects of its operations. They serve as critical recommendations for the Air District to be an effective partner with frontline communities who are most affected by pollution, and to improve air quality and overall environmental justice and equity outcomes central to the Air District's mission.

### 1. Advance Environmental Justice

To advance environmental justice effectively over the long term, the Air District must practice restorative justice by creating agencywide policies, practices, procedures, and norms that both recognize the trauma and adverse health impacts caused by environmental racism, and honor the emotional work and investment of time that is required for staff and community leaders to work together effectively in advancing environmental justice.

The Air District must value the voices, lived experience, and leadership of environmental justice communities; develop respectful relationships and partnerships with these communities; hire from these communities; view these communities as a resource; provide compensation for their time and expertise; gather their input; use that input to directly inform decision-making; and establish formal participatory processes for addressing and implementing community input and for increasing agency accountability to communities.

The field of environmental justice is inherently intersectional and interdisciplinary. Therefore, the Air District must dismantle internal silos by reorganizing and restructuring to build an agency structure and culture that supports cross-divisional work.

For staff to better enact environmental justice, the Air District must cultivate a culture of innovation, embrace learning by doing, and adopt clear definitions for environmental justice and equity (and related terms) that are grounded in community input.

### 2. Provide Meaningful Agency Support to Advance Environmental Justice

For staff and community leaders to have the meaningful agency support needed to advance environmental justice, Air District leadership must provide a strong vision and set a clear tone for achieving environmental justice and ensuring that communities of concern breathe clean air; lead the revision of internal policies, practices, and procedures with an equity lens; and lead the revision of mission-related policies, practices, and procedures with an environmental justice lens.

### **3. Integrate Environmental Justice Considerations in Core Functions**

The Air District must prioritize incorporating into its core functions the following environmental justice considerations: community-based science and real-time air monitoring and data collection, public health considerations, cumulative impact analysis, disparate impact analysis and civil rights compliance, and recognition of historical impacts and damages as well as the need for restorative steps.

### **4. Implement Environmental Justice Best Practices and Innovation**

The Air District must create and implement a strategy for incorporating environmental justice best practices and innovation into its day-to-day operations and core functions—including data collection and analysis; measurement and monitoring; permitting; environmental analysis; inspections; enforcement; and legal actions including litigation, mitigation, planning, rule making, and incentives funding.

### **5. Communicate with Clarity, Transparency, and Integrity**

The Air District must communicate with clarity, transparency, and integrity to environmental justice communities about the agency's role, responsibilities, and limitations, as well as where there is room to grow, improve, and bring about transformational change within the agency's regulatory charge.

### **6. Grow the Capacity of Staff and Board Members to Integrate Environmental Justice**

The Air District must invest in growing the capacity of staff and Board members to integrate environmental justice into their day-to-day roles and responsibilities; in developing capacity of communities and middle management on new policies, practices, and procedures; in establishing environmental justice as a core competency for staff; in prioritizing hiring, retention, and promotion of staff with lived experience living in and/or working with frontline environmental justice communities; and in ensuring that staff and leadership at all levels of the agency reflect the diversity of the communities the agency serves.

### **7. Grow the Capacity of Environmental Justice Communities and Organizations**

The Air District must invest in growing the capacity of environmental justice communities and organizations to work effectively with the Air District on systemic change, in creating economic benefits and workforce opportunities in these communities, and in enabling these communities to access and manage resources to address disparities.

### **8. Seek Appropriate Legal Remedies and Coordinate with Environmental Justice Communities**

The Air District must seek appropriate legal remedies, collaborate and coordinate with environmental justice communities on those remedies, impose high enough penalties, reach deterrence-based outcomes with violators, and ensure that environmental justice communities benefit from and have a say in the use of related funds.

## **9. Provide Technical Assistance to Local Governments**

The Air District must provide technical assistance to local governments to enable them to more effectively incorporate environmental justice analysis into their local land use, planning, and zoning decision-making and permitting practices. It must also weigh in on the environmental justice frameworks being developed by cities and counties in the nine Bay Area county jurisdictions as part of their general plans, to integrate environmental justice policy and help establish a plan for implementation and enforcement.

# APPENDIX C: STANDARD TERMS AND CONDITIONS

## BAY AREA AIR QUALITY MANAGEMENT DISTRICT

### GRANT NO. [Number of Grant Agreement]

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 basin in the State of California. DISTRICT is authorized to enter into this Agreement under California Health and Safety Code Section 40701.
  - B. DISTRICT's People's Air Grant Program will distribute funding from DISTRICT's Community Benefit Fund, which was established through a one-time allocation from its Board of Directors.
  - C. Under the People's Air Grant Program, DISTRICT seeks to provide grant funding for projects that will:
    - i. Improve air quality and reduce local air pollution disparities, with a focus on communities most affected by air pollution and environmental injustices ("impacted communities").
    - ii. Equip impacted communities with tools and resources to reduce air pollution and improve public health outcomes.
    - iii. Support health care resources and services for people experiencing health impacts related to air pollution exposure.
  - D. DISTRICT desires to award GRANTEE a grant for the activities described in Attachment A, Work Plan.
  - E. 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 provide false or misleading information, fail to perform the requirements of this Agreement at the time and in the manner herein provided, or otherwise breach this Agreement. The notice of termination shall specify the effective date of termination and be delivered in accordance with the provisions of section 11 below. The notice will specify the amount of grant funds to be repaid to the DISTRICT, if any, which GRANTEE will repay within sixty (60) days of the effective date of termination.
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. GRANTEE shall require its contractors, subcontractors, and subgrantees to comply with the provisions of this Agreement.
- 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. INSURANCE
- A. GRANTEE shall maintain the following insurance:
- i) Workers' compensation and employers' liability insurance as required by California law or other applicable statutory requirements.
  - ii) Occurrence-based commercial general liability insurance or equivalent form with a limit of not less than one million dollars (\$1,000,000) each occurrence. Such insurance shall include DISTRICT and its officers, agents, and employees as additional insureds and shall be primary with respect to any insurance maintained by DISTRICT.
  - iii) Business automobile liability insurance or equivalent form with a limit of not less than one million dollars (\$1,000,000) each accident. Such insurance shall include coverage for owned, hired, and non-owned vehicles. If GRANTEE is a sole proprietor, GRANTEE may meet this insurance requirement with personal automobile liability insurance carrying a business use endorsement or by demonstrating to the satisfaction of DISTRICT that business use is covered

under the GRANTEE'S personal automobile liability insurance. A GRANTEE using only rental vehicles in performing work under this Grant may meet this insurance requirement by purchasing automobile liability insurance in the required coverage amount from the rental agency.

8. INDEMNIFICATION - GRANTEE agrees to indemnify, defend, and hold harmless DISTRICT, its officers, employees, agents, representatives, and successors-in-interest from and 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, arising out of the performance of the duties and obligations of this Agreement and the completion and implementation of the Project described in Attachment A of this Agreement by GRANTEE, its officers, employees, contractors, subcontractors, subgrantees, agents, representatives, or successors-in-interest.
9. 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 xx (number) 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 Progress Report;
    - iii) \$[amount] within thirty (30) days after DISTRICT receipt and approval of GRANTEE's second Progress Report;
    - iv) \$[amount] within thirty (30) days after DISTRICT receipt and approval of GRANTEE's third Progress Report; and
    - v) \$[amount] upon DISTRICT's receipt of the final report.
  - B. GRANTEE shall carry out the work described in 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.
  - D. GRANTEE must submit invoices for payment along with the reports and final grant report, respectively.
  - E. GRANTEE shall not use any grant funds for (i) advocacy activities relating to any federal, state, regional, or local election or ballot measure; and/or (ii) lobbying and/or advocacy activities relating to any federal, state, regional, or local legislative, quasi-legislative, adjudicatory, or quasi-judicial proceeding involving development or adoption of statutes, guidelines, rules, regulations, plans or any other governmental proposal, or involving decisions concerning siting, permitting, licensing, or any other governmental action.
10. 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.

11. 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 email. In the case of email communications, valid notice shall be deemed to have been delivered upon sending, provided the sender obtained an electronic confirmation of delivery. Email 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 email communications shall be deemed to have occurred on the following business day.

DISTRICT: Bay Area Air Quality Management District  
375 Beale Street, Suite 600  
San Francisco, CA 94105  
Attn: [Name of Division; Program email address]

GRANTEE: [Organization Name]  
[Street Address]  
[City, State, ZIP]  
Attn: [Name of Organization Contact; Email address]

12. 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.

13. ACKNOWLEDGEMENTS / ADVERTISING / PUBLISHED MATERIALS

- A. 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 District." Initials or abbreviations for DISTRICT shall not be used.
- B. DISTRICT shall approve in writing any report or other document prepared by GRANTEE in connection with performance under this Agreement, including advertising, reports and public education materials, prior to dissemination or publication of such report or document to a third party. DISTRICT may waive in writing its requirement for prior approval.
- C. 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 the Air District," unless DISTRICT has waived its requirement for prior approval pursuant to paragraph A of this section.
- D. 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 District (Air District). The opinions, findings, conclusions, and recommendations are those of the author and do not necessarily represent the views of the Air District. The Air District, its officers, employees, contractors, and

subcontractors make no warranty, expressed or implied, and assume no legal liability for the information in this report."

14. PROFESSIONALS - GRANTEE agrees that only licensed professionals will be used to perform services under this Agreement where such services are required to be performed by licensed professionals under State or local law.
15. 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.
16. 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 seven (7) 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.

17. 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.
18. 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. GRANTEE or GRANTEE's fiscal sponsor, if applicable, shall maintain its 501(c)(3) designation throughout the Agreement term. Any deviation from the requirements of this section shall result in required repayment of grant funds and/or non- payment of grant funds.
19. 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.
20. 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.
21. PUBLIC RECORDS - GRANTEE understands and accepts that the DISTRICT is a government agency and any information provided to the DISTRICT may be subject to public disclosure through a Public Records request.
22. CONFLICT OF INTEREST - GRANTEE certifies that it has no interest, and will not acquire any interest, direct or indirect, which will conflict with its ability to impartially perform the tasks described in this Agreement. GRANTEE agrees that it must disclose any direct or indirect financial interest which may pose an actual, apparent, or potential conflict of interest.
23. 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.
24. 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.
25. 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.
26. 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.

27. 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.
28. 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.
29. 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.
30. 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.
31. 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.
32. SURVIVAL OF TERMS - The provisions of sections 8 (Indemnification), 13 (Acknowledgements / Advertising / Published Materials), 16 (Audit / Records Access), 17 (Forfeit of Grant Funds / Repayment of Funds Improperly Expended), 19 (Confidentiality), 20 (Intellectual Property Rights), 30 (Governing Law), and 33 (Penalty for Falsifying Information) shall survive the expiration or termination of this Agreement.
33. PENALTY FOR FALSIFYING INFORMATION - In entering into this Agreement, the DISTRICT has relied upon the representations in GRANTEE's application, which is incorporated by this reference as if fully set forth herein, in determining the eligibility of GRANTEE. GRANTEE agrees that the information submitted in its application, including information about its eligibility status and Project, and the information provided to the DISTRICT in furtherance of this Agreement, is accurate, true, and correct. The DISTRICT may consider submission of false information a criminal offense, punishable under penalty of perjury under the laws of California. GRANTEE acknowledges, understands, and accepts that by providing or making any false statements or providing false information, GRANTEE may be in violation of California law. All statements, responses,

and information are subject to investigation and any incomplete, unclear, false, or dishonest statement, response, or information may be grounds for disqualification from receiving any existing or further funding or participating in any programs or projects using DISTRICT-provided funds, or from doing business with the DISTRICT. If false information is or was provided, the DISTRICT may require GRANTEE to return grant funds, may exclude GRANTEE from participation in future funding programs, and may pursue other remedies available under the law.

34. AUTHORITY TO SIGN - The persons executing this Agreement certify that they have the legal authority to bind their respective entities to all terms and conditions set forth herein.

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