



James Cary Smith Community Grant Program

Bay Area Air Quality Management District

Cycle 2 Request for Applications

October 2024



BAY AREA
AIR QUALITY
MANAGEMENT
DISTRICT

Bay Area Air Quality Management District Overview and Mission

The [Bay Area Air Quality Management District](#) (Air District, or BAAQMD) is the government agency responsible for protecting air quality in the San Francisco Bay Area. The Air District is tasked with regulating stationary sources of air pollution in the nine counties that surround 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.

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

Dedication

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 contacts for the James Cary Smith Community Grant Program are:

Aneesh Rana, Senior Staff Specialist

Elinor Mattern, Senior Staff Specialist

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 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.

In 2021, the Air District’s Board of Directors authorized a realignment of its community grant programs, which included consolidating two community grant programs, increasing the maximum grant amounts awarded, and offering multiyear grant awards. Cycle 1 of the refocused James Cary Smith Community Grant Program launched in 2022. Cycle 2 of the program seeks to continue supporting the full involvement and leadership of communities most directly impacted by environmental injustices to influence policy and improve air quality.

Grant Program Objectives

The Air District seeks to provide grant funding for projects that will:

- Help build community capacity to participate in one or more of the following: reducing air pollution, reducing human exposure to air pollution, and/or increasing community members’ ability to meaningfully engage with the Air District and its work;
- Design and implement strategies that foster authentic and meaningful engagement, and empower and build organizational and community capacity to actively participate in planning activities that improve a community’s environmental health;
- Uplift local efforts that improve air quality and public health; and
- Serve environmental justice communities, including communities that are under-resourced, income challenged, unhoused, English language learners, and/or overburdened by a disproportionate share of air pollution.



2. IMPORTANT DATES

DATES	ACTION
Monday, October 7, 2024	● Open grant application process
Tuesday, October 22, 2024	● Optional Informational Webinar, 10:00 AM
Thursday, November 7, 2024	● Optional Tips and Tricks Pre-Application Webinar, 2:00 PM
Wednesday, December 4, 2024	● All questions about grant applications due by 5:00 PM*
Thursday, December 12, 2024	● All responses to application questions will be posted by 5:00 PM*
Tuesday, January 7, 2025	★ Grant applications due by 5:00 PM Pacific Time
Winter 2025	● Grant Applications Evaluation & Review Period
Winter 2025	● Notices of Grant Awards Sent
Spring 2025	● Draft and finalize grant agreements
Summer 2025 – Summer 2028	● Grantees perform work, submitting regular grant reports and invoices
Summer 2028	● Final reports and invoices due

*Questions may be submitted via email to communitygrants@baaqmd.gov. All answers provided will be posted to www.baaqmd.gov/communitygrants during the open application period.

Optional Informational Webinars

Air District Informational Webinar — Tuesday, October 22, 10:00 AM

- The Air District will host an informational webinar on Tuesday, October 22 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: www.tinyurl.com/JCSwebinarCycle2.

Tips and Tricks When Applying for Government Grants — Thursday, November 7, 2:00 PM

- 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/81694813564>.

Both webinars will be recorded and posted on the Air District's website. Simultaneous language interpretation can be provided upon request at least 72 hours before each event. Contact Aneesh Rana at 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 (the counties of Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, southwestern Solano, and southern Sonoma) may apply for a James Cary Smith Community Grant.

To be eligible to apply for a James Cary Smith Community Grant, the applicant must be one of the following:

1. A California community-based organization holding a current tax-exempt status under Section 501(c)(3) of the federal Internal Revenue Code; **OR**
2. A California organization holding a tax-exempt status under Section 501(c)(3) of the federal Internal Revenue Code as the Fiscal Sponsor/Grantee, in partnership with a California community-based organization without Section 501(c)(3) status designated as a subgrantee.

Current and recent recipients of James Cary Smith Community Grants are eligible to apply.

Preference will be given to projects serving environmental justice communities within the Bay Area, including 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. Additional information about preferential geographies is below.

California Assembly Bill 617

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. California Assembly Bill (AB) 617 is California legislation that requires local air districts to increase their focus on addressing local air pollution disparities. For additional information about AB 617, please visit this link: <https://ww2.arb.ca.gov/capp/about>.

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](#). To view the boundaries for each of the communities, please visit this link: <https://arccg.is/abX4W>.

Though eligibility for Cycle 2 includes the four designated AB 617 communities listed above, preference will be given to communities that have not yet enjoyed the benefit of AB 617 investments. For Cycle 2 of the James Cary Smith Community Grant Program, proposed projects should not seek to duplicate other community-based work supported by the Air District in the four designated AB 617 communities.

Preferential Geographies

Preference will be given to proposed projects in the following communities awaiting AB 617 designation: **the Pittsburg-Bay Point area, San Jose, San Leandro, the Tri-Valley (including the cities of Dublin, Livermore, Pleasanton, and San Ramon), and Vallejo.**

Projects based in those communities as well as communities with an overall score of 70 to 100 in CalEnviroScreen 4.0 will receive preference for grant funding.

NOTE: CalEnviroScreen 4.0 is a tool used to screen for relative pollution burden, but is not the only consideration for preference. If another jurisdiction located within the Air District's boundaries has a different screening methodology that identifies other environmental justice communities, the applicant should include that in their application for consideration.

Interactive Map

To view an interactive map showing Bay Area communities with an overall CalEnviroScreen score of 70 to 100 as well as the four designated AB 617 communities, please visit this link: <https://arcg.is/abX4W>.

Eligibility Checklist (In order to apply, applicants must meet **one** of following requirements)

- California community-based organization holding a current tax-exempt status under Section 501(c)(3) of the federal Internal Revenue Code, **OR**
- A California organization holding a tax-exempt status under Section 501(c)(3) of the federal Internal Revenue Code as the Fiscal Sponsor/Grantee, in partnership with a California community-based organization without Section 501(c)(3) status designated as a subgrantee.

Preferential Geographies (Preference will be given to applicants that meet one of the eligibility requirements above **AND** one of the following conditions)

- Proposed project serves one or more communities awaiting AB 617 designation (Pittsburg-Bay Point area; San Jose; San Leandro; the Tri-Valley including the cities of Dublin, Livermore, Pleasanton, and San Ramon; Vallejo), **OR**
- Proposed project serves one or more communities with an overall score of 70 to 100 in CalEnviroScreen 4.0, **OR**
- Proposed project serves one or more communities identified as environmental justice communities using a screening methodology other than CalEnviroScreen 4.0.



4. AWARD AMOUNTS & DURATION

A total of \$1,500,000 is available for the James Cary Smith Community Grant Program in Cycle 2. The maximum amount for an individual grant is \$300,000 over three years, with a maximum of \$100,000 per year pending demonstrated grantee progress toward grant objectives and available Air District funds. There is no minimum amount for a grant award. Each applicant is limited to one proposal for Cycle 2 of the program. Applicants may apply for a grant that is one year, two years, or three years in duration. Air District staff will continuously assess grantee progress and performance through grant reports and deliverables.

Projects funded through Cycle 2 of the James Cary Smith Community Grant Program are anticipated to begin in Summer 2025, and conclude in Summer 2028.

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 and public health.

Funded work can include any combination of the following:

Community Organizing: Design and implement strategies to organize the community or communities around air quality and other environmental justice issues. This can include education, outreach, community needs assessments, leadership development, community mobilizing, and/or coalition building.

Authentic Participation: Design and implement strategies to support the full involvement and leadership of communities most directly impacted by environmental injustices to influence policy and improve air quality. This can include:

- Providing communities with resources and information to meaningfully participate in decisions that impact local environmental health.
- Planning activities that help communities learn about local air quality issues, explore the root causes of air pollution and its impact on public health, and identify agencies that may address their concerns.
- Providing advocacy training, leadership training, and/or facilitation training as needed.

- Making 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 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.

Air District Discretion Regarding Applications:

At its sole discretion, the Air District reserves the right, but not the obligation, to do any of the following at any time:

- Cancel, modify, or amend this Request for Applications
- Revise the amount of funds available or the terms specified in this Request for Applications
- Reject any or all applications received in response to this Request for Applications for any or no reason, to the extent permitted by law.



6. HOW TO APPLY FOR FUNDING

To apply for James Cary Smith Community Grant 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.

Application Requirements:

- The Air District’s James Cary Smith Community Grant Program Cover Sheet (see Appendix A) will serve as the application’s cover sheet/title page.
- Multiple application documents may be uploaded to the Air District’s Procurement Portal.
- The name of the applicant/organization must be in the filename of each document uploaded – for example: Your_Organization_Name_Budget.PDF.
- The Adobe Acrobat PDF file format is preferred for application documents.
- Responses for the Program Cover Sheet and Project Narrative must be submitted using a minimum of 11-point font, on 8 1/2” x 11” pages.

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 the 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 Frequently Asked Questions 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 documents (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 applications will be evaluated and ranked according to the scoring criteria below. Applications that do not meet all minimum requirements will be disqualified from the application review process.

Minimum Requirements	Pass/No Pass	Scoring Criteria
<input type="checkbox"/> Cover Sheet	Pass / No Pass	<p>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 the applicant’s organization. Applications may be signed using a typed-in name.</p> <p>If the applicant is applying under a fiscal sponsor, the application must be signed by the fiscal sponsor representative authorized to enter into contracts for its organization.</p>
<input type="checkbox"/> Nonprofit Status	Pass / No Pass	<p>Verification of federal Internal Revenue Service Code 501(c)(3) status or recognition of the applicant or fiscal sponsor being a nonprofit entity must be submitted.</p>
<input type="checkbox"/> Compliance with conflict of interest laws	Pass / No Pass	<p>Each grant applicant and fiscal sponsor, if applicable, certifies that it is in compliance with applicable state and federal conflict of interest laws and the Air District Conflict of Interest Code 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.</p>
<input type="checkbox"/> Within Air District’s Jurisdiction	Pass / No Pass	<p>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: https://arcg.is/abX4W.</p>
<input type="checkbox"/> Not duplicative or inconsistent with other community-based work	Pass / No Pass	<p>Air District staff will conduct an eligibility review of proposed projects to ensure there is no duplication or inconsistency with existing community-based work supported by the Air District.</p>
<input type="checkbox"/> Project Budget	Pass / No Pass	<p>Provide a full budget for the proposed project including costs for personnel, materials and supplies, broken out by year (if applicable).</p> <p>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.</p>

Project Narrative	Possible Points	Scoring Criteria
<input type="checkbox"/> Project Summary	30	Meets grant program objectives: Project activities will clearly help build community capacity in one or more of the following ways: Support and uplift local leaders or equip them with the skills to expand networks of community leaders; reduce air pollution; improve public health; and/or support engagement with public agencies and policy processes.
<input type="checkbox"/> Community Description	20	High community impact potential: 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.
<input type="checkbox"/> Leadership	20	Demonstrated leadership: 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.
<input type="checkbox"/> Measuring Success	20	Benefit to community: The applicant has demonstrated sound methodology to implement programs, and compelling metrics to measure the success of those programs.
<input type="checkbox"/> Partnerships	10	Leveraging local expertise: The applicant will collaborate in meaningful ways with other stakeholders to execute program activities and goals.
<input type="checkbox"/> Project location(s)	5	<p>Preferential geographies: Applications for a proposed project located within one or more preferential geographies that is not currently an AB 617 designated community will receive one five (5)-point bonus.</p> <p>At this time there are four (4) designated AB 617 communities 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. For more information about preferential geographies, please see pages 6-7 of the Cycle 2 Request for Applications.</p>
Total Possible Points:		105

9. IF YOU RECEIVE A GRANT

If an applicant is 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 Quarter 1 of 2025. 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 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 of funds is contingent on the availability of those 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 every four (4) months.

Grantees must submit invoices accompanied by a progress report (see below) and proof of fund expenditures, including copies of any receipts. The final project summary report should demonstrate adequate completion of deliverables.

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.

Progress Reports

Grantees will need to submit regular progress reports, and one final project summary report. Reports must include receipts for any expenses and narrative demonstrating progress toward project goals and objectives.

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 COMMUNITY GRANT PROGRAM TERMS AND ACRONYMS DEFINED

501(c)(3)	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.
AB 617	California 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. Learn more here: https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201720180AB617
BAAQMD	Bay Area Air Quality Management District, also referred to as the Air District throughout this document. Learn more here: www.baaqmd.gov .
Bonfire	The Air District’s Procurement Portal, which can be accessed here: https://baaqmd.bonfirehub.com .
CalEnviroScreen	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: https://oehha.ca.gov/calenviroscreen .
Capacity Building	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.
CARB	California Air Resources Board. Learn more here: http://ww2.arb.ca.gov/about .
Community-Based Organization	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.
Community Group	A group of people who work to benefit the public. Community groups may follow a set structure and adopt principles and codes of conduct.

Fair treatment <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.
Grantees	Recipients of a James Cary Smith Community Grant award.
Meaningful Involvement <i>(as defined by the EPA)</i>	<ul style="list-style-type: none"> • People have an opportunity to participate in decisions about activities that may affect their environment and/or health • The public’s contribution can influence the regulatory agency’s decision • Community concerns will be considered in the decision-making process • Decision-makers will seek out and facilitate the involvement of those potentially affected.
Mission Statement	A brief description of an entity’s fundamental purpose. It answers the question, “Why do we exist?”
Neighborhood Association	A group of residents or property owners who advocate for or organize activities within a neighborhood. <i>(Wikipedia)</i>
Technical Assistance Provider	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 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

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 proposed project design, goals, and funding request.

Proof of 501(c)(3) status for applicant or applicant's fiscal sponsor

Please provide verification of status as a valid and current United States Internal Revenue Code Section 501(c)(3) organization for the applicant or the applicant's fiscal sponsor.

Project Narrative - maximum 5 pages

- 1. Project Summary**
- 2. Community Description**
- 3. Leadership**
- 4. Measuring Success**
- 5. Partnerships**

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 Application: Cover Sheet

I. APPLICANT

Name of Organization: _____ Year Established: _____

Organization’s Address: _____

City: _____ Zip Code: _____ County: _____

Website: _____

Primary Contact Person: _____ Title: _____

Phone Number: _____ Email: _____

Fiscal Sponsor (if applicable): _____ Mailing Address: _____ City: _____ Zip Code: _____ County: _____ Primary Contact Person: _____ Title: _____ Phone Number: _____ Email: _____
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Is the applicant or applicant’s fiscal sponsor a California community-based organization holding a current tax-exempt status under Section 501(c)(3) of the federal Internal Revenue Code?

Please submit verification of federal Internal Revenue Service Code 501(c)(3) status or recognition of the applicant or fiscal sponsor being a nonprofit entity with your application materials.

Yes No

Was the applicant awarded a James Cary Smith Community Grant or a Community Health Protection Grant from the Air District in or after 2019? Yes No

Applicant’s Mission Statement (*Optional*):

II. PROPOSED PROJECT

Proposed Project Title: _____

Geographic focus area(s) of proposed project: _____

Are these geographies considered environmental justice communities? *For more information about preferential geographies, please see pages 6-7 of the Cycle 2 Request for Applications.* Yes No

If a different screening methodology was used to identify environmental justice communities beyond CalEnviroScreen 4.0, please list the source/methodology and provide a weblink, if applicable:

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

Community Organizing Authentic Participation

Brief description of your organization’s proposed project (1 page max):

Number of years of funding desired (3 years max): _____

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

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

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

Individual(s) authorized to enter into a formal agreement with the Air District:

I, _____ (name of authorized Applicant representative)
and I, _____ (name of authorized Fiscal Sponsor representative, if applicable),
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.

I, _____ (name of authorized Applicant representative)
and I, _____ (name of authorized Fiscal Sponsor representative, if applicable),
certify that the Applicant/Fiscal Sponsor is in compliance with applicable conflict of interest laws, 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, and during any extensions.

An Applicant and its Fiscal Sponsor, if applicable, will have no interest, and will not acquire any interest,
direct or indirect, which will conflict with its ability to impartially perform under, or complete the tasks
described in the Grant Agreement. An applicant must disclose any direct or indirect financial interest or
situation which may pose an actual, apparent, or potential conflict of interest with its duties with its
application package. The Air District may consider the nature and extent of any actual, apparent, or
potential conflict of interest in an applicant’s ability to perform and carry out all obligations under the Grant
Agreement. Each applicant must immediately advise the Air District in writing of any potential new conflicts
of interest.

Applications may be signed using a typed-in name.

Applicant’s Signature: _____

Title: _____

Organization: _____

Date: _____

Fiscal Sponsor (if applicable):

Signature: _____

Title: _____

Organization: _____

Date: _____

James Cary Smith Community Grant Program Application: Project Narrative

Please answer the following Project Narrative questions. Answers must be submitted using a minimum of 11-point font, on 8 1/2" x 11" pages. The maximum number of pages for the Project Narrative is five (5). The total number of points possible is 105: 100 points for the questions below, plus a potential 5-point bonus for proposed projects located within one or more preferential geographies that is not currently an AB 617 designated community.

1. Project Summary —Provide a clear and concise summary of how your project will build the targeted community's capacity over the grant 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 year 1, and in years 2–3, if applicable. Please describe what community organizing strategies you would use, and/or how you will encourage authentic participation. **(30 points)**

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. **(20 points)**

3. Leadership —Please describe a multi-year program that your organization has led which engaged community members and worked towards environmental or other community concerns. Identify the project's approach, successes, challenges, and outcomes, as well as specific information about the community's geography and demographics. **(20 points)**

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 year 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. **(20 points)**

5. 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.). **(10 points)**

NOTE: Preferential Geographies - Applications for a proposed project located within one or more preferential geographies that is not currently an AB 617 designated community will receive one 5-point bonus. **(5 points)**

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. 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 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.

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 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 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 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.
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, or regular first class mail. 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. PacificTime. Otherwise, receipt of email 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]
Email
- GRANTEE: [organization name]
[street address]
[city, state, zip]
Attn: [organization contact]
Email
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 - 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.
14. 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.
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. If this Agreement exceeds \$10,000, pursuant to California Government Code Section 8546.7, all records, documents, conditions and activities of GRANTEE, and its subcontractors, related to the services provided hereunder, shall be subject to the examination and audit of the California State Auditor and other duly authorized agents of the State of California for a period of three (3) years after final payment under this Agreement. GRANTEE hereby agrees to make such records available during normal business hours for inspection, audit, and reproduction by any duly authorized agents of the State of California or DISTRICT. GRANTEE further agrees to allow interviews of any of its employees who might reasonably have information related to such records by any duly authorized agents of the State of California or DISTRICT. All examinations and audits conducted under this section shall be strictly confined to those matters connected with the performance of this Agreement, including, but not limited to, the costs of administering 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 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. 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.
22. 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.
23. 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.
24. 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.
25. 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.
26. 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.

27. 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.
28. 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.
29. 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.
30. 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.
31. SURVIVAL OF TERMS - The provisions of sections 8 (Indemnification), 16 (Audit / Records Access), 17 (Forfeit of Grant Funds / Repayment of Funds Improperly Expended), 19 (Confidentiality), 20 (Intellectual Property Rights), 21 (Publication), and 29 (Governing Law) 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.