

Bay REPAIR

Local Community Benefits Fund - Round 1

Community Reviewer Agreement

This Community Reviewer Agreement ("Agreement") is entered into as of the date of execution by both parties, by and between Ground Work Collective LLC ("Ground Works"), a California limited liability company engaged by the Bay Area Air Quality Management District ("Air District") to administer the application review process for the Bay Area REPAIR Local Community Benefits Fund – Round 1 ("Bay REPAIR" or "Program"); and [INSERT NAME] ("Community Reviewer" or "Reviewer"), an individual selected to participate in the grant application review process for the Program.

Ground Works and the Community Reviewer are referred to collectively herein as the "Parties."

1. Background and Purpose

The Bay Area REPAIR Local Community Benefits Fund provides grant support to projects in the Benicia, Richmond, and surrounding areas to: (A) reduce air pollution or mitigate its impacts, improve public health outcomes, and build economic resilience for a just transition away from the harmful effects of a fossil fuel-based economy; (B) advance integrated projects to holistically meet community needs; and (C) strengthen community-led and collaborative solutions.

Community Reviewers play a vital role in ensuring that funding decisions are informed by the knowledge, priorities, and lived experience of the communities these grants serve. Reviewers are recruited from two geography-based cohorts—Benicia and Surrounding Communities and Richmond and Surrounding Communities—and must live or work in, or conduct work that benefits, the eligible geographies.

This Agreement sets forth the terms and conditions of the Reviewer's engagement, including the scope of responsibilities, time commitment, stipend, confidentiality obligations, and conflict of interest requirements.

2. Reviewer Responsibilities and Time Commitment

The Community Reviewer agrees to fulfill the following responsibilities in good faith, with due diligence, and in accordance with Program guidelines. The role requires approximately **15–20 hours** of work in total, primarily during business hours (9am–5pm Pacific Time), across three phases:

Phase 1: Orientation and Training (~2-3 hours)

- Review Program materials, evaluation criteria, and scoring rubrics provided by Ground Works.

- Attend a required training session on the Program and scoring rubric, held approximately one week before the applicable review period.

Phase 2: Independent Application Scoring (~10–15 hours)

- Screen each assigned application for potential conflicts of interest before beginning a full review, and recuse from any application in which a conflict exists
- Independently review and score assigned grant applications using provided scoring rubrics and evaluation criteria
- Complete all assigned reviews by the applicable deadline
- Access application materials through secure cloud-based file management systems and enter scores and written comments in shared spreadsheets
- Communicate promptly with Ground Works via email regarding any issues, questions, or scheduling concerns

Phase 3: Calibration Meetings (~2–3 hours)

- Participate in calibration sessions with other Reviewers to discuss and align scores.

The Reviewer acknowledges that reviewer scores will be combined with technical reviewer scores, reviewed by Air District staff for overall portfolio balance, and considered by the Air District Board of Directors, which makes final funding decisions.

3. Review Period and Timeline

The overall review period runs from **May 11 – July 10, 2026**. The Reviewer’s applicable review window depends on the geographic cohort to which they are assigned:

Geographic Cohort	Required Availability
Benicia and Surrounding Communities	May 11–22, 2026 OR June 22–July 10, 2026
Richmond and Surrounding Communities	June 22–July 10, 2026

The Reviewer’s assigned cohort and specific deadlines will be confirmed by Ground Works in writing prior to the start of the review period. The Reviewer is expected to honor the time commitment set forth in this Agreement and to notify Ground Works promptly of any scheduling conflicts.

4. Stipend

In recognition of the Reviewer’s time and contributions, Ground Works will pay the Reviewer a stipend of **\$750** upon completion of all review activities, including orientation, independent application scoring, and calibration meetings.

Stipend Amount	\$750 (flat)
Condition for Payment	Completion of all assigned review activities
Payment Timing	Within 30 days following completion of all review activities
Tax Reporting	IRS Form 1099 issued in January 2027
Required for Payment	Completed IRS Form W-9 and, if electronic payment is desired, ACH information

A Reviewer who is recused from one or more applications due to a conflict of interest will remain eligible for the full stipend if they complete all other assigned review activities. At Ground Works' discretion, a Reviewer may be dismissed from their role and/or forfeit all or a portion of the stipend if they fail to:

- Complete their assigned responsibilities without advance notice and reasonable cause; or
- Disclose a known, material conflict of interest; or
- Recuse themselves from reviewing an application that raises a conflict of interest.

The Reviewer is a stipended participant, **not an employee of Ground Works or the Air District**, and is solely responsible for payment of all applicable federal, state, and local taxes on stipend amounts received.

5. Conflict of Interest

The Reviewer agrees to comply with the Bay REPAIR Reviewer Conflict of Interest Policy ("COI Policy"), attached hereto as **Exhibit A** and incorporated herein by reference.

6. Confidentiality

The Reviewer acknowledges that in the course of their engagement they will have access to sensitive, non-public information related to grant applicants and the Air District's review processes. The following confidentiality obligations are a condition of the Reviewer's participation in the Program.

6.1 Scope of Confidential Information

"Confidential Information" includes all non-public information the Reviewer receives or accesses in connection with this engagement, including:

- The content of grant applications, including project narratives, budgets, organizational financials, and supporting materials submitted by applicants;
- The identities of applicants and affiliated individuals and organizations, to the extent not publicly disclosed by the Air District;
- Reviewer scores, written comments, and evaluative materials;
- The content of reviewer discussions and calibration sessions;
- Internal program guidelines, evaluation criteria, scoring rubrics, and review process documents designated as confidential; and

- Any other trade secrets, confidential business information, personally identifiable information, or other information that the Air District considers confidential.

6.2 Reviewer Obligations

6.2.a Confidential Information Obligations

The Reviewer agrees to:

- Hold all Confidential Information in strict confidence and not disclose or otherwise permit access to any other person or entity in any manner whatsoever without the prior written consent of Ground Works and the Air District;
- Use Confidential Information solely for the purpose of fulfilling review responsibilities under this Agreement;
- Not communicate with any applicant, their representatives, or the public regarding the substance or status of any application under review;
- Not provide insight, confidential information, or assistance to any applicant that might give an unfair advantage or inhibit fair competition among applicants;
- Maintain the security of application materials and program documents, in physical or electronic form, and return or destroy such materials upon request or upon conclusion of their engagement;
- Promptly notify Ground Works and the Air District in writing of the circumstances surrounding any possession, use, or knowledge of confidential information, or any part thereof, by any person or entity other than those authorized by this section.

6.2.b Prohibited Business Relationship Obligations

The Reviewer further agrees to:

- Not solicit or accept, directly or indirectly, any promise of future employment, business opportunity, gift, gratuity, loan, or other item of value from any applicant, their representatives, or proposed subcontractors; and
- Promptly notify Ground Works if contacted by any applicant or representative regarding a pending application, or if offered any gift or business opportunity by an applicant.

6.3 Duration

The Reviewer's obligations under **Section 6.2.a Confidential Information Obligations** above shall remain in effect throughout the term of their engagement and for five (5) years following its conclusion. The Reviewer's obligations under **Section 6.2.b Prohibited Business Relationship Obligations** above shall remain in effect throughout the term of their engagement and for twelve (12) months following its conclusion.

6.4 Exceptions

The obligations in this Section 6 do not apply to information that: (a) is or becomes publicly available through no fault of the Reviewer; (b) was known to the Reviewer prior to the engagement, as evidenced by written records; or (c) is required to be disclosed by law, regulation, or court order, provided the Reviewer gives Ground Works prompt written notice and cooperates with any efforts to seek a protective order.

7. Stipended Participant Status

The Community Reviewer is a stipended participant, not an employee, agent, or representative of Ground Works or the Air District. Nothing in this Agreement shall be construed to create an employment relationship. The Reviewer is not entitled to employee benefits of any kind, including workers' compensation, unemployment insurance, health benefits, or paid leave.

8. Term and Termination

This Agreement shall be effective as of the date of signature of both parties and shall continue through the conclusion of the review cycle to which the Reviewer is assigned, unless earlier terminated.

Either Party may terminate this Agreement for any reason upon written notice to the other Party. Ground Works may terminate immediately and without notice if the Air District terminates Ground Works' professional services contract or if the Reviewer: (a) fails to fulfill their responsibilities in a timely or satisfactory manner; (b) fails to disclose a known conflict of interest, recuse themselves when required, or otherwise fails to comply with the Bay REPAIR Reviewer Conflict of Interest policy; (c) breaches the reviewer obligations in Section 6; or (d) engages in conduct inconsistent with the integrity of the Program.

Upon termination, the Reviewer shall promptly return all Confidential Information and program materials in their possession. Stipend payment for work completed prior to termination will be determined at Ground Works' discretion based on the circumstances of termination.

9. General Provisions

9.1 Entire Agreement. This Agreement, together with Exhibit A (Bay REPAIR Reviewer Conflict of Interest Policy), constitutes the entire agreement between the Parties regarding the Reviewer's engagement and supersedes all prior understandings, representations, and agreements related to the subject matter hereof.

9.2 Amendments. This Agreement may be amended only by a written instrument signed by both Parties.

9.3 Governing Law. This Agreement shall be governed by the laws of the State of California, without regard to its conflict of law provisions. Venue for resolution of any dispute that arises under or relates to this Contract, including mediation, shall be San Francisco, California.

9.4 Severability. If any provision of this Agreement is found to be unenforceable, the remaining provisions shall continue in full force and effect.

9.5 Counterparts. This Agreement may be executed in counterparts, including by electronic or digital signature, each of which shall be deemed an original.

10. Signatures

By signing below, the Parties acknowledge that they have read, understand, and agree to the terms of this Agreement.

**GROUND WORK COLLECTIVE LLC DBA GROUND WORKS CONSULTING,
solely in its capacity as the administrator of the application review process for the Air
District's Bay REPAIR Program**

Authorized Signature

Printed Name and Title

Date

COMMUNITY REVIEWER

Signature

Printed Name

Date

Mailing Address

Email Address

Phone

EXHIBIT A

Bay REPAIR Application Reviewer Conflict of Interest Policy