

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF BURLINGAME COMMUNITY DEVELOPMENT DEPARTMENT AND
THE COUNTY OF SAN MATEO FOR THE
MULTI-JURISDICTIONAL ENVIRONMENTAL JUSTICE ELEMENT PROJECT**

This Memorandum of Understanding (“MOU”), effective the 1st day of June, 2023 is entered into by and between the City of Burlingame Community Development Department (“City”) and the County of San Mateo (“Agency”), together referred to herein as the “Parties.”

WHEREAS, the cities, towns, and County in San Mateo have a strong history of collaboration and resource sharing on various planning studies and initiatives, including this initiative to participate in a Multi-Jurisdictional Environmental Justice Element Project (“Project”), a collaborative effort coordinated by 21 Elements; and

WHEREAS, Senate Bill 1000 (SB 1000), requires that jurisdictions with disadvantaged communities either include an environmental justice element in their general plan or incorporate environmental justice goals, policies, and objectives throughout other general plan elements; and

WHEREAS, the purpose of this Project is to address the legal requirements of SB 1000 by sharing analysis and resources for greater efficiency for the three jurisdictions participating in this collaborative effort, including the City of Burlingame, City of East Palo Alto, and County of San Mateo; and

WHEREAS, through a competitive RFP process facilitated by the City of Burlingame, PlaceWorks (“Contractor”) was chosen as the firm to provide consulting services for the outreach, analysis and planning associated with the Project; and

WHEREAS, Community Planning Collaborative, the consulting firm for the 21 Elements Project, has served as the project manager (“Project Manager”) for this collaborative effort through initial formation and the RFP process to ensure the voice of each participating agency is heard and their needs addressed; and

WHEREAS, Community Planning Collaborative will continue to serve as the Project Manager for the collaborative effort for the duration of the Project; and

WHEREAS, the City of Burlingame will serve as fiscal agent for the Project and will enter into contracts with PlaceWorks, Inc. and Community Planning Collaborative and oversee the payment of invoices on behalf of the participating agencies; and

WHEREAS, each participating agency will enter into a Memorandum of Understanding with the City of Burlingame outlining the roles of each participating agency, the consultants, and the funding obligations for the Project.

NOW, THEREFORE, BE IT RESOLVED that the City and Agency agree as follows:

I. PURPOSE

The purpose of this MOU is to memorialize the understanding between the City and Agency that (1) the Agency wishes to participate in the Multi-Jurisdictional Environmental Justice Element Project, (2) the Agency wishes to utilize the Contractor and Project Manager as the consulting team, and (3) the City is serving as a fiscal agent to facilitate the Project.

II. EXHIBITS

The following exhibits are attached to this Agreement and incorporated into this Agreement by this reference:

- Exhibit A – PlaceWorks Work Program and Cost Proposal
- Exhibit B – Community Planning Collaborative Scope of Work and Cost Proposal
- Exhibit C – Project Budget and Agency Costs

III. ROLES AND RESPONSIBILITIES

- a. The City will serve as the Fiscal Agent for the project and enter into contracts with Contractor and Project Manager. All payments and invoices will be reviewed and paid on behalf of the participating agencies to the consultants.

- b. The Agency will provide funding as outlined in Exhibit C for the Project and will participate in obligations outlined in the Work Program, including participating in the overall plan development and implementation.
- c. Community Planning Collaborative will serve as Project Manager and will manage and implement all aspects of the Project, in accordance with the Work Program set forth in Exhibit B.
- d. Placeworks will serve as the consultant to carry out aspects of the Project as the Contractor, in accordance with the Work Program set forth in Exhibit A.

IV. FUNDING AND METHOD OF PAYMENT

- a. Agency agrees to pay the City for the Agency's portion of Project costs (set forth in Exhibit C) within 60 days of execution of this MOU. Alternatively, Agency may split their contribution over two fiscal years.
 - 1. The Contractor will submit invoices to Project Manager on a monthly basis for Project activities. A brief narrative progress report shall be included with each invoice.
 - 2. The Project Manager will submit invoices to the City on a monthly basis for Project activities.
 - 3. The City and Project Manager will provide a quarterly accounting of invoices, charged, and remaining funds for each of the Parties. A final accounting will be submitted to all Parties with any remaining funds returned or an additional invoice if required.
- a. The City agrees that it will not be entitled to reimbursement of its costs incurred while performing its obligations as set forth in Section III, Roles and Responsibilities.
- b. In the event that the actual costs of completing the Project Work Program and Scope of Work, as set forth in Exhibits A and B, exceed the budget as outlined in Exhibit C (including the contingency budget amounts), the Parties, including the City and Agency, will confer and agree either to reduce the Project Work Program and/or to provide additional funding based on mutual agreements in writing. All Parties agree to use best efforts in such case to reach agreement without causing a Project delay.

V. TERM

This MOU shall remain in effect from June 1, 2023 to June 1, 2025, unless terminated sooner pursuant to Section XIV.

VI. AMENDMENTS

The Agency contact, or his/her designee, is authorized to make minor modifications within the work program and the scopes of work in Exhibits A and B to respond to necessary changes as the Project evolves as long as the scope of the Project does not extend beyond the approved total cost estimate in Exhibit C. Such minor modifications to the scopes of work shall be documented in writing, but shall not require an amendment to this MOU. This MOU can be amended, modified, or supplemented only in writing(s) signed by both Parties. No oral understanding or agreement not incorporated herein will be binding on either of the Parties.

VII. INDEMNIFICATION

- a. Each of the Parties will indemnify, hold harmless and defend the other Party and its directors/councilmembers, officers, employees and agents (collectively, "Indemnitees") against all liability, claims, suits, actions, costs or expenses arising from loss of or damage to property, and injuries to or death of any person (including but not limited to the property or employees of each Party) when arising out of or resulting from any act or omission by the indemnifying Party, its agents, employees, contractors or subcontractors in connection with any aspect of the Project, including Project design, construction and/or maintenance.
- b. Each of the Parties will also fully release, indemnify, hold harmless and defend the other Party and Indemnitees from and against any and all claims or suits that may be brought by any of the Indemnifying Party's contractors or subcontractors performing work in connection with or related to the Project.
- c. The indemnifying Party's obligation to defend includes the payment of all reasonable attorneys' fees and all other costs and expenses of suit, and if any judgment is rendered, or settlement entered, against any Indemnitee, the indemnifying Party must, at its expense, satisfy and discharge the same. Indemnitees may require the indemnifying Party to obtain counsel satisfactory to the Indemnitees.
- d. In the event of concurrent negligence (or intentional/reckless acts) of City and/or its officers and employees, on the one hand, and Agency and/or its officers, employees, agents, and servants, on the other hand, then the liability for any and all claims for injuries or damage to persons and/or property which arise out of terms and conditions of this MOU shall be apportioned according to the California theory of comparative fault.
- e. This indemnification will survive termination or expiration of this MOU.

VIII. NOTICES

- a. All notices and communications deemed by either party to be necessary or desirable must be in writing and may be given by personal delivery to a representative of the other party or by mailing the same, postage prepaid, addressed as follows:

If to the CITY:

City of Burlingame Community Development Department
501 Primrose Road
Burlingame, CA 94010
Joseph Sanfilippo, Economic Development and Housing Specialist
650.558.7264; jsanfilippo@burlingame.org

If to the AGENCY:

San Mateo County Planning & Building Department
455 County Center
2nd Floor
Redwood City, CA 94063
Steve Monowitz, Director of Community Development
650/363-1861; smonowitz@smcgov.org

- b. The address to which mailings may be made may be changed from time to time by notice mailed as described above. Any notice given by mail will be deemed given on the day after that on which it is deposited in the United States Mail as provided above.

IX. INDEPENDENT CONTRACTOR

The Parties agree and understand that the work/services performed by either of the Parties or any consultant retained by either of the Parties under this MOU are performed as independent contractors and not as employees or agents of the other party. Nothing herein will be deemed to create any joint venture between the City and Agency.

X. SUCCESSORS AND ASSIGNS

Neither party will assign, transfer, or otherwise substitute its interest in this MOU, nor its obligations, without the prior written consent of the other Party. All obligations created under this MOU will be binding on, and the rights established herein will inure to the benefit of, any successors or assigns of the Parties.

XI. COMPLIANCE

The Parties must comply with any and all laws, statues, ordinances, rules, regulations, or requirements of the federal, state, and local governments, and any agency thereof, which relate to or in any manner affect the performance of this MOU.

XII. DISPUTE RESOLUTION

The Parties agree to work together in good faith to resolve any dispute arising from this MOU and agree to refer any dispute not resolved within 30 days to the City’s Community Development Director and Agency’s Community Development Director for resolution. In the event resolution cannot be reached, the Parties may submit the dispute to mediation by a neutral party mutually agreed to by the Parties prior to initiating any formal action in court.

XIII. TERMINATION

Either Party may terminate this MOU with or without cause upon thirty (30) days' prior written notice. If either Party terminates this MOU with or without cause, the Agency will be responsible for its pro rata share of costs incurred by the City up through the effective date of termination.

XIV. SEVERABILITY

If any provision of this MOU is be deemed invalid or unenforceable by a court of competent jurisdiction, that provision will be reformed and/or construed consistently with applicable law as nearly as possible to reflect the original intentions of this MOU; and in any event, the remaining provisions of this MOU will remain in full force and effect.

XV. GOVERNING LAW

This MOU will be governed by the laws of the State of California as applied to contracts that are made and performed entirely in California.

XVI. NO WAIVER

No waiver of any default or breach of any covenant of this MOU by either party will be implied from any omission by either party to take action on account of such default if such default persists or is repeated. No express waiver will affect any default not specified in the waiver, and the waiver will be operative only for the time or extent stated. The consent or approval by either party to or of any act by either party requiring further consent or approval will not be deemed to waive or render unnecessary consent or approval to any subsequent, similar acts.

IN WITNESS WHEREOF, the parties have executed this MOU as follows:

COUNTY OF SAN MATEO

By: _____
David Pine, President, Board of
Supervisors, County of San Mateo

By: _____
Michael Callagy, Clerk of Said Board

APPROVED AS TO FORM:

By: _____
Melissa Andrikopoulos, Deputy County

**CITY OF BURLINGAME
COMMUNITY DEVELOPMENT
DEPARTMENT**

By: Michael Brownrigg
Michael Brownrigg, Mayor

By: Lisa K. Goldman
Lisa Goldman, City Manager

ATTEST:

By: Meaghan Hassel-Shearer
Meaghan Hassel-Shearer, City Clerk

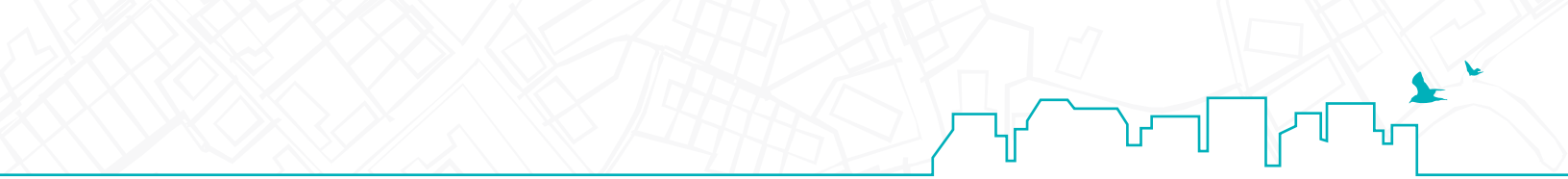
APPROVED AS TO FORM:

By: Michael Guina
Michael Guina, City Attorney

ATTEST:

Attorney

EXHIBIT A
PlaceWorks WORK PROGRAM and COST PROPOSAL



Environmental Justice Elements

for the City of Burlingame, City of East Palo Alto, and the County of San Mateo





C. WORK PROGRAM

Approach

With the passage of Senate Bill 1000, cities and counties are compelled to incorporate environmental justice policies into their general plans. State law defines environmental justice as: “The fair treatment of people of all races, cultures, and incomes with respect to the development, adoption, implementation, and enforcement of environmental laws, regulations, and policies.” SB 1000 specifies what this means in practice, directing cities and counties to reduce the unique or compounded health risks in disadvantaged communities by including policy guidance that addresses the following topics:

- **Pollution exposure.** Exposure to air pollution is associated with a variety of negative health outcomes, including reduced lung function, pneumonia, asthma, cardiovascular diseases, and premature death. It may also affect lung cancer rates. In Burlingame, East Palo Alto, and San Mateo County, the most significant source of air pollution is transportation emissions on Highway 101, Highway 84, and local high-volume roads like University Avenue and El Camino Real. In addition, current and past hazardous waste facilities, including in the Ravenswood District in East Palo Alto, can worsen air quality, as well as contaminate soil and groundwater, posing additional health risks. Pollution exposure issues can be more acute when incompatible land uses, such as heavy industrial facilities and residential uses, are placed in close proximity.
- **Public facilities.** Public facilities are essential to community health and safety, such as by delivering clean water, collecting and treating wastewater, and supporting effective police and fire services. They are also essential to support healthy communities where residents can thrive, such as by providing meeting places for social, educational, or recreational activities. Many disadvantaged communities lack access to quality public facilities, especially in urban unincorporated areas at the edge of cities or in unincorporated county islands. When community members lack access to these facilities, their physical and mental health can suffer, so it is important to understand if these facilities meet the needs of community members within disadvantaged communities.
- **Food access.** Disadvantaged communities may lack access to nutritious and affordable food, which can lead to obesity, diabetes, and high blood pressure. When the only stores selling food in a neighborhood are small convenience stores offering pre-packaged goods and the only restaurants sell fast food, it can be hard to eat healthy. This becomes even more challenging when residents lack access to easy transportation, which can be common in some vulnerable populations like children, seniors, people with disabilities, and people with low incomes. Grocery stores and markets that carry fresh foods, farmers’ markets, farm stands, and community gardens are all outlets that can increase neighborhood access to healthy food options.
- **Safe and sanitary homes.** Housing quality can be lower in disadvantaged communities due to older housing stock and/or a lack of maintenance. Residents may live in housing conditions that expose them to toxins like lead or other unsafe conditions like pest infestations, mold, and water intrusion. This is of particular concern in East Palo Alto, where parts of the city rank high for a risk of exposure to lead. Policies and programs that expand efforts to repair and rehabilitate substandard housing in

disadvantaged communities should be considered in these areas. Meanwhile, housing affordability can also limit access to safe housing. East Palo Alto also ranks highly for the percentage of housing-burdened low-income households.

- **Physical activity.** Lack of physical activity can lead to obesity, which increases the risk of certain diseases, such as diabetes and high blood pressure. Having easy and safe access to parks and active recreation and transportation opportunities helps residents to incorporate physical activity into both leisure time and daily transportation needs. Therefore, communities where there are safe and easy walking and biking connections to parks, jobs, schools, and transit support active lifestyles, which in turn support community health. Based on citywide data from [Walk Score](#), Burlingame is very walkable and somewhat bikeable, while East Palo Alto is somewhat walkable and very bikeable. Environmental justice policies will need to consider whether this access is equitably distributed into disadvantaged communities, including within unincorporated county areas where active transportation infrastructure is less common.
- **Additional unique or compounded health risks, including climate vulnerability.** Every community is unique, so it is important to understand if there are other health risks specific to the disadvantaged communities within each jurisdiction. Identifying these additional unique or compounded health risks often comes about by learning from the lived experiences of community members. In addition, Burlingame, East Palo Alto, and San Mateo County all face climate risks like wildfire, flooding, and sea level rise, and disadvantaged communities are often more vulnerable to these risks due to a lack of access to secure housing, financial resources, healthcare and education, decision-making, and other consequences of systemic injustices and marginalization. Through comprehensive data gathering and community engagement, plus coordination with the concurrent process to update Safety Elements in multiple San Mateo County jurisdictions, the process will consider these additional health risks in each community.
- **Community engagement.** Residents in disadvantaged communities may face barriers to participating in planning processes so that they lack a voice in decisions that affect their neighborhood. Therefore, community engagement must be at the core of the process to develop environmental justice policy guidance so that the people most affected by these decisions are driving the solutions and helping to set up a structure for ongoing and effective community engagement in future planning processes and decisions.
- **Prioritization of improvements for disadvantaged communities.** Disadvantaged communities are often overlooked when agencies consider public investments and develop new amenities, and delayed investments and programs can prolong inequities. Therefore, an important part of planning for environmental justice is to proactively prioritize projects and investments that directly benefit disadvantaged communities. Environmental justice policy guidance can prioritize improvements and programs that serve disadvantaged communities by responding to the specific needs expressed by community members.

Through initial screening with CalEnviroScreen 4.0 and CARB Priority Populations data, jurisdiction staff have identified potential disadvantaged communities. However, an important early step will be to review the data with community members who can provide localized knowledge of conditions on the ground. Ground-truthing will ensure we are focusing on the areas that experience environmental injustices while not overlooking areas that may be too small to be picked up by technical data. Through this review, we can

develop policy guidance that directs attention and resources to the residents and neighborhoods that need them most. We will also use these early conversations with community members to confirm terminology that we will use throughout the project. We've learned from other environmental justice projects that many community members prefer a different term than "disadvantaged community;" we will discuss and confirm appropriate terminology with community members early in the project. In the meantime, this proposal uses the term "disadvantaged community" to be consistent with SB 1000.

Furthermore, the needs of individual communities and neighborhoods are not uniform, even within a single jurisdiction. Therefore, environmental justice policy development will also require close collaboration with community members to both identify key issues and how to address them. This collaboration is essential to prepare policy guidance that remedies the day-to-day burdens faced by community members in a way they support, all while building trust and community ownership. Meanwhile, this approach actively counters past environmental injustices that resulted from failing to effectively engage affected community members in planning decisions.

Figure 1: Environmental Justice Planning Process



The Request for Proposals (RFP) presents a scope of work that recognizes the importance of community engagement and equity outreach in creating or updating Environmental Justice Elements for each jurisdiction. In particular, partnering with CBOs to design and implement the community engagement strategy will be critical to reach and hear from affected community members, given that the CBOs already have community connections, are trusted, and understand the communication and outreach strategies that work.

This will be a collaborative work effort among the three jurisdictions, supporting a robust process in which they can share the benefits of research, analysis, and outreach, while ensuring the specific needs of individual communities are met. As noted in the RFP, each jurisdiction has different goals for the project and will require a tailored approach.

- **Burlingame.** We anticipate a focused work effort to update the Healthy People and Healthy Places Element to identify disadvantaged communities and expand policy guidance to address the issues identified by people who live, work, and go to school in those communities. Preliminary screening by jurisdiction staff identified a small part of the city as a potential disadvantaged community. CalEnviroScreen data point to air pollutant exposures associated with traffic and trucks as primary pollution burdens in Burlingame, along with proximity to hazardous waste and solid waste facilities and

associated water quality issues. Existing policy guidance in the Healthy People and Healthy Places Element and Mobility Element recognize and address these issues. Through the update, we will expand the policy guidance to meet the specific needs of disadvantaged communities on these and other community-identified issues.

- **East Palo Alto.** The City’s existing Health and Equity Element includes a robust set of policies that support healthy housing, healthy food access, public engagement, and climate vulnerability. The 2035 General Plan was adopted around the time that SB 1000 was enacted and covers the range of topics identified in the statute. The work effort to update this Element will be focused on engaging with community members to refine policy guidance in a way that meets their needs and addresses their day-to-day challenges. As part of this process, we’ll engage community members and analyze issues in the Ravenswood District, an area with a history of hazardous materials use that is under active remediation, and where housing is being introduced. CalEnviroScreen data highlight the history of hazardous materials use in the area, with rankings that reflect high concentrations of cleanup sites, hazardous waste sites, and solid waste sites, along with associated water contamination. Meanwhile, air quality issues from traffic and potential lead exposure from older housing stock also rank high.
- **San Mateo County.** The County’s existing General Plan doesn’t address environmental justice or many of the topics specified in SB 1000. Meanwhile, the unincorporated county encompasses a diverse physical and social landscape that demands localized and nuanced consideration. Therefore, we anticipate the bulk of the work effort to focus on the preparation of a new Environmental Justice Element for San Mateo County. From our environmental justice work for Contra Costa County, Butte County, and San Bernardino County, we have learned that data available at the Census tract level often overlaps incorporated and unincorporated boundaries and can be too coarse to be useful. Therefore, we’ll need to rely on finer grained data for these areas, while local knowledge from CBOs and community members will be critical to understanding both where disadvantaged communities exist and what issues need to be addressed.

The work to prepare or update Environmental Justice Elements will also be concurrent with another multi-jurisdictional project to update Safety Elements for eight jurisdictions in San Mateo County, including East Palo Alto and San Mateo County. As the lead consultant for the Safety Element Updates, PlaceWorks will continually seek opportunities to align community outreach and engagement efforts and data sharing. There is significant overlap in the realms of safety and environmental justice, and our teams have established a seamless working relationship over the years of working together on similar projects. Through this work, we have learned the importance of frequent internal coordination for different facets of the project. Therefore, our scope includes regular internal meetings among the PlaceWorks teams working on the Safety and Environmental Justice Elements. Given schedule uncertainties while both projects start up, we have not called out specific combined outreach and engagement efforts, but we will remain flexible and adaptive to create such opportunities through our regular internal coordination meetings. Meanwhile, our scope of work for Task 3 already accounts for efficiencies in data collection and review from our work on the Safety Elements project.

Schedule

PlaceWorks agrees with the general sequence and timing of key activities presented in the RFP, although, based on our experience with environmental justice updates in other communities, we recommend including additional time for effective engagement with community members in Task 2 and the meaningful integration of that input into the draft elements in Task 4.

We recommend reviewing and confirming a detailed schedule as part of project initiation. We are also flexible and will work to meet the schedule needs of the project.

Scope of Work

TASK 1. Project Coordination and Communication

Project coordination and communication under Task 1 will ensure collaboration, shared learning, and dialogue across each jurisdiction through a combination of Joint Steering Committee meetings and jurisdiction-specific meetings. It also includes ongoing internal coordination with the PlaceWorks team working on the Safety Element Updates, plus regular coordination with the B+D Project Manager to ensure the project remains on schedule and within budget.

1.1 Joint Steering Committee

A Joint Steering Committee comprised of representatives from each jurisdiction will promote coordination among the various communities through shared learning, collaborative problem solving, and efficiencies of scale for the project. PlaceWorks will be responsible for collaborating with the B+D Project Manager to develop and agree upon meeting scheduling, agendas, materials, and key decision and discussion items, as well as incorporating input and recommendations received during community engagement. The B+D Project Manager will be responsible for overall facilitation of the meetings as well as coordinating any scheduling logistics.

Our scope includes a total of six Joint Steering Committee meetings for the duration of the project. The first meeting will be an in-person kick-off meeting that provides an overview of the project and schedule, outlines roles and responsibilities, and sets expectations of the Committee. The remaining meetings will be virtual. PlaceWorks will prepare a summary of key points, action items, and decisions following each meeting, which we will share with the B+D Project Manager for review.

1.2 Jurisdiction-Specific Check-ins

To complement the Joint Steering Committee meetings, which will promote shared learning among the different jurisdictions, PlaceWorks recognizes that meeting with individual jurisdictions will help the project by allowing for more detailed review and discussion of key issues and deliverables specific to each community, as well as to coordinate community and decision-maker engagement efforts. Under this task, PlaceWorks will meet with key staff from each participating jurisdiction on an approximately monthly basis, for a total of 13 virtual check-in meetings with each jurisdiction (39 meetings total). The specific timing of each meeting will be dependent on project schedule and milestones; check-ins may be more frequent as we gear up for a workshop or survey, and less frequent during intensive work or review periods. Check-ins may also take place as study sessions with decision-making and advisory bodies. PlaceWorks will be responsible for preparing meeting agendas, presentations, and follow-up summaries.

We will collaborate with the B+D Project Manager for these meetings, who we understand will be responsible for coordinating meeting logistics, ensuring the needs of each jurisdiction are met, and participating on an as-needed basis.

1.3 Ongoing Project Management

This task covers management of administrative items for the project by PlaceWorks in order to coordinate and keep the project moving forward on time and within budget. This task covers regular reviews of project budget, schedule, and staffing to ensure project needs and milestones are met. This task may also cover occasional calls and check-ins as-needed with the B+D Project Manager. Finally, this task includes regular internal meetings with the PlaceWorks Safety Element team to keep each team apprised of project status and to identify potential outreach and data sharing opportunities.

Task 1 Deliverables:

- » Six Joint Steering Committee Meetings (one in person, five virtual)
- » Jurisdiction-Specific Check-in Meetings (for 13 meetings with each jurisdiction, or 39 total meetings, all virtual)

TASK 2. Community Engagement and Equity Outreach

Task 2 describes the community outreach and engagement methods that will be used to engage community members in each jurisdiction, with a strong focus on disadvantaged communities.

Our recommended outreach approach includes four avenues for engagement: community workshops to gather feedback from the community on environmental justice issues, an equity focused survey to gather feedback from affected residents, joint workshops for key staff from the participating jurisdictions and agency partners to discuss issues of shared concern, and one-on-one interviews with local industry and business leaders to better understand local environmental justice issues and identify strategies to address those issues. This engagement will be supported by clear, easy-to-understand information for community members to support informed participation. However, this scope includes very close collaboration with CRC, other CBO partners, and jurisdiction staff to understand how best to reach out to community members, learn what strategies have been successful in the past and in concurrent projects, and improve the engagement process. The public feedback we hear during the outreach process will be the main driver of our work to prepare and update Environmental Justice content in each General Plan, supplemented by the technical work conducted in Task 3.

2.1 Community Engagement Plan

To kick off Task 2, PlaceWorks will work with CRC to prepare a single Community Engagement Plan that describes the strategy for engaging community members in each jurisdiction, outlines the sequence of the planned engagement tools and activities, and defines the coordination and timing of the engagement work in relation to other tasks. A strong equity-focused outreach effort, informed by the local knowledge of CRC and its partners, will be the main focus of the plan.

The Community Engagement Plan will be developed based on input from the Joint Steering Committee and the specific pollution and socio-economic burdens affecting each preliminary disadvantaged community identified in Task 3.1. The plan will reflect our knowledge about community engagement practices in disadvantaged communities and our understanding of San Mateo County and the needs of each jurisdiction, supplemented with guidance from jurisdiction staff and CRC. Common obstacles to

engagement in disadvantaged communities include lack of trust in government based on a history of being harmed or ignored by government policies and decisions, language barriers, accessibility needs, lack of access to technology, lack of access to transportation, working multiple jobs, and childcare. The Plan will acknowledge and include methods for addressing these barriers. Related engagement efforts and tools in place across the jurisdictions will be considered prior to the development of the plan.

We will work closely with CRC in the development of the Community Engagement Plan, which will describe and emphasize the strong role of the CBOs throughout the community engagement process. The plan will clearly identify roles for PlaceWorks, CRC, other CBO partners, jurisdiction staff, and the B+D Project Manager. The plan will describe the outreach objectives, activities, target groups, methods, performance metrics, and schedule for the outreach process. It will explain the responsibility of each jurisdiction in supporting the outreach and engagement effort. The plan will also describe how the multi-jurisdiction collaboration will be branded, including how to convey messaging and consistency in public communications. Finally, the plan will describe how community input and feedback will be incorporated throughout each stage of the process, as well as how we will report back to participants about how input was used.

In preparing the Community Engagement Plan, the PlaceWorks and CRC Environmental Justice Updates team will coordinate with the PlaceWorks and CRC Safety Element Updates team to consider opportunities to align community outreach and engagement efforts. PlaceWorks supports coordination between both projects, the Safety Element Updates and Environmental Justice Updates, since it will help leverage finite resources and create efficiency for CBO partners to be involved in both efforts if they would like to be. PlaceWorks will refine the Community Engagement Plan based on input and feedback from the Joint Steering Committee and B+D Project Manager.

2.2 Education and Outreach Materials

PlaceWorks, in partnership with CRC, will create a toolkit to support community education and engagement efforts. Preliminarily, we anticipate that the toolkit will include two informational PowerPoint presentations, educational handouts, or other related materials that jurisdiction staff and CBO partners can easily customize and/or integrate on their websites; materials will support the process by helping community members and decision-makers understand environmental justice issues, how those issues impact their community, and why addressing these issues is important to everyone.

As part of this task, PlaceWorks will create and maintain an accessible website for the Environmental Justice Element Updates. Basic content on the website will include a description of the project, its key steps and products, and what it means to stakeholders. The website will also include a description of the Environmental Justice Elements preparation process, including the project schedule and updates as major milestones are achieved, along with links to each participating jurisdiction's website and related materials, a document library, links to other relevant resources, contact information, and an opportunity to submit comments and questions. Translator widgets for Spanish, Tongan, and both simplified and traditional Chinese will be included in the website.

The website will also provide information about upcoming events and activities, including community events, online engagement opportunities, and Planning Commission and City Council/Board of Supervisors meetings. Activities may include online surveys and interactive exercises. Public review draft documents will be posted on the website when available, and links to other online engagement or interactive products developed for the project, such as Esri-based maps, would also be provided if desired.

PlaceWorks staff will be responsible for creating, managing, and updating the website for the duration of the project. PlaceWorks will prepare a mock-up of the website for review by CRC, the Joint Steering Committee, and the B+D Project Manager prior to building it. This scope does not assume significant redesign or restructuring of the website once it is launched. Upon completion of the project, PlaceWorks can transfer management of the website to jurisdiction staff if desired.

Educational and outreach materials will be jargon-free, visually compelling, and accessible at a basic reading level, in addition to being ADA-compliant. They will also be available in English and Spanish. Draft materials will be reviewed by CRC, the Joint Steering Committee, and the B+D Project Manager prior to being finalized and distributed.

2.3 Community-wide Engagement

Community workshops conducted under Task 2.3 will serve as a key opportunity to gather feedback from the community on environmental justice issues, data, and priorities for action. They will provide citywide and countywide opportunities for the public to provide input and engage with the Environmental Justice Elements process. For scoping purposes, we assume a total of four in-person community workshops for the projects in one round, with two workshops in San Mateo County to maximize convenience for residents. The agenda and activities for each workshop will reflect the desired outcomes for the workshop. We will coordinate and collaborate with CRC on workshop design and materials to ensure that the workshops are accessible to a wide range of community members, including members from disadvantaged communities.

For each workshop, PlaceWorks and CRC will prepare the workshop approach, agenda, marketing materials, presentation materials, engagement activities, facilitator guide, and input summary. For staffing, PlaceWorks will provide a presenter and one key staff member to provide overall support. CRC will provide a facilitator/moderator and additional staffing support as needed, including to engage Spanish speakers at events without other Spanish-speaking staff. We will also provide simultaneous Spanish interpretation at all events. We can provide additional staff on a time-and-materials basis. CRC will provide gift cards to workshop attendees to reimburse them for their time, along with food. CRC will also reimburse at least one local CBO partner for each workshop to assist with outreach and consultation. As noted in the RFP, PlaceWorks and CRC will manage logistics and the B+D Project Manager will support the overall communitywide engagement effort by reviewing draft materials.

We are also flexible about the use of virtual community workshops to ensure there is the opportunity for broad access, and can switch to a virtual format for any or all of the workshops as needed. Throughout the Covid-19 pandemic, PlaceWorks has developed guiding principles and best practices for virtual engagement and gained expertise in using various online meeting and collaboration tools. During virtual meetings, we use a mix of presentations, polls, small group discussions with dedicated facilitators and notetakers, transparent and live notetaking using Google Docs, and a variety of online activities using Mentimeter, Jamboard, and similar tools to receive input and feedback. We have found that virtual workshops have significantly increased attendance in large, dispersed geographies like unincorporated counties.

During development of the Community Engagement Plan, we will refine the approach, timing, content, and location of the workshops in close collaboration with the jurisdictions, CRC, and the B+D Project Manager.

2.4 Equity-focused Environmental Justice Survey

In this task, PlaceWorks and CRC will conduct an environmental justice survey to deeply engage and solicit input from residents suffering environmental injustices. The survey will seek to get communitywide input on environmental justice issues and affirm priorities and policies that emerged from the workshops. This survey will provide a broader sample than the workshop attendees and will support the development of policies and programs with data and wide community input.

The survey will be conducted in up to four languages and will include door-to-door direct canvassing to reach target demographics for survey responses. CRC will provide gift cards to reimburse survey respondents for their time. CRC will also work with a data company to analyze the data.

2.5 Joint Staff and Agency Partner Workshops

PlaceWorks will facilitate two joint workshops for key staff from the participating jurisdictions and agency partners. Through these workshops, staff from all participating jurisdictions will review and discuss issues of shared concern; deepen their understanding of environmental justice issues, principles, and practices; and review data, community input, and trends.

In coordination with jurisdiction staff, the B+D Project Manager, and CRC, we will confirm the timing and approach for the workshops. Preliminarily, we expect that the first workshop will be focused on reviewing community input collected to date through other work in Task 2, as well as reviewing the draft maps of disadvantaged communities and the analysis of existing conditions conducted in Task 3, with attention focused to community concerns and existing conditions that are shared across the jurisdictions. We anticipate that the second workshop will be focused on identifying priority policies, programs, and actions that respond to key issues shared across the jurisdictions, as identified through data analysis and refined by community engagement. PlaceWorks will engage jurisdiction staff at each workshop through interactive exercises to seek guidance and input into the process. We will also emphasize the importance of meaningfully incorporating and responding to community input.

For each workshop, PlaceWorks will prepare meeting materials, including an agenda, presentation, and engagement exercises, as well as a summary of key input. The B+D Project Manager will assist with the review of workshop agendas and materials and help coordinate with the participating jurisdictions on workshop invitations and logistics. This scope assumes these workshops will be held virtually.

2.6 Industry and Agency Interviews

In this task, PlaceWorks will hold a series of up to four one-on-one interviews with local industry and business leaders and/or relevant State and regional agencies to better understand local environmental justice issues, identify strategies to address those issues in the region, and identify ways in which disadvantaged communities can effectively work with local industry and other agencies to improve conditions. This task may include conversations with “green tech” or “clean alternative” companies and community groups that are involved in green industry. This engagement will support all jurisdictions, although some interviews may consider localized geographies and impacts.

As part of our work to prepare the Community Engagement Plan in Task 2.1, we will outline the strategy for industry and agency input and engagement. This scope assumes that the B+D Project Manager, jurisdiction staff, and/or Joint Steering Committee will provide a list of potential contacts for these interviews, and that the Joint Steering Committee will approve the list of interviews prior to

implementation. PlaceWorks will conduct up to four phone or video interviews as part of this task, documenting feedback received.

See also Task 3.3, in which PlaceWorks will interview State, regional, and local agencies about relevant data and expertise on potential policy approaches.

2.7 Community Engagement Summary Report

In addition to providing summaries of outreach and engagement events and activities for the tasks above, PlaceWorks will prepare a consolidated report that summarizes all the outreach efforts from Task 2. It will describe the input received and how it was incorporated into the Environmental Justice Elements. The Community Engagement Summary Report will include feedback from all public outreach led by PlaceWorks, CRC, and other CBO partners, including engagement with hard-to-reach and underrepresented communities. In the presentation of outreach and engagement results in this report, PlaceWorks will not attribute comments to specific stakeholders or organizations to protect privacy and ensure open engagement in the process, unless specifically requested by a stakeholder or organization; however, we will provide a list of types of stakeholders and organizations that were engaged.

2.8 County Inter-departmental Sessions and Commission/Board Sessions

PlaceWorks will seek input and support for the Environmental Justice Updates by holding two interdepartmental meetings with County staff and/or sessions with decision-makers or advisory bodies, like the San Mateo County Youth Commission and Farmworker Advisory Commission. Based on our experience on other projects, we have observed that the most powerful advocates for building internal support for shifting away from past practices and embracing new environmental justice policies comes from fellow colleagues rather than from external consultants, and that our environmental justice knowledge and expertise can be more effective if applied to the other tasks in this scope. PlaceWorks will facilitate the meetings and prepare an agenda and presentation. This scope assumes the meetings will be held in person.

2.9 Story Map

Using the framework developed for a Story Map prepared for the Safety Elements Updates project, PlaceWorks will design and format the key public engagement materials using Esri's Story Map application. The Story Map will complement the traditional hard-copy materials and provide a way for the public to interact with the maps and data more closely. This interactive platform will help to promote the project as well as provide a dynamic and accessible platform where users can explore the data and gain deeper insights into the key environmental justice issues affecting their community. The digital platform will allow for regular and seamless updates to the content prior to adoption and into implementation. PlaceWorks will prepare a single Story Map for the project.

2.10 Mapped Survey Tool

Using the framework developed for a mapped survey tool prepared for the Safety Elements Updates project, PlaceWorks will leverage Survey123 for ArcGIS to create an interactive, map-based online survey that can be accessed by any device with an internet connection.

This tool will connect residents with information, decision makers, and other residents in a professionally facilitated community discussion that builds public awareness of and trust in the project process, without constraints on the time, place, or method of public input. We will use this mapped survey tool to support community outreach and engagement related to the identification and delineation of disadvantaged communities and the key environmental justice issues in each community. PlaceWorks will prepare a single mapped survey for the project.

Task 2 Deliverables:

- » Community Engagement Plan (including equity-focused engagement strategy)
- » Project Website (for education and engagement)
- » Engagement and Outreach Materials (draft and final materials in English and Spanish)
- » Four Community-wide Workshops (in-person or virtual, with Spanish-language interpretation)
- » Environmental justice survey
- » Two Joint Staff/Agency Workshops (virtual)
- » Four Industry/Agency Interviews (phone or video)
- » Community Engagement Summary Report (including interim summaries of input following each major set of engagement activities)
- » Two County Inter-departmental Sessions or Commission/Board Sessions (in-person)
- » Story Map
- » Mapped Survey

TASK 3. Environmental Justice Existing Conditions: Data, Maps, and Indicators

Through our work in Task 3, PlaceWorks will research and evaluate environmental justice issues based on data, maps, indicators, and interviews with agency staff. While there is a wealth of data available to consider for the Environmental Justice Elements, we will focus on finding the right data to tell the story of each community, prioritizing data and information that reflects the community's experience. We will avoid overwhelming staff, decision-makers, and community members with too many maps and information that won't affect the outcomes of the process.

In addition, our Senior Geologist will serve a key role in this task to help our team understand and interpret data related to soil and water contamination, particularly in areas like the Ravenswood District in East Palo Alto that have a history of past contamination.

3.1 Identify/Confirm Disadvantaged Communities and EJ Focus Areas

In this task, PlaceWorks will leverage and expand upon data collection and mapping conducted as part of the Safety Elements Updates project to map disadvantaged communities in each jurisdiction. As an initial step, PlaceWorks will identify the census tracts with a combined CalEnviroScreen 4.0 score of 75 percent or higher. We will supplement the CalEnviroScreen data with data from the California Healthy Places Index and the Metropolitan Transportation Commission's Equity Priority Communities, using the versions that incorporate race-based data. We will also consider where low-income areas experience disproportionate pollution burdens by mapping household median incomes at or below the Department of Housing and Community Development's state income limits and examining those areas for additional pollution burdens using CalEnviroScreen and other data. This analysis will also consider community-specific data like car washes and auto shops by extracting these and similar data types from Google Maps

through Google's JavaScript API and data sources like SafeGraph Places. The draft maps will delineate preliminary disadvantaged communities at a geographic scale commensurate with the data sources.

Once the preliminary maps of disadvantaged communities are drafted, PlaceWorks will submit them to the B+D Project Manager for initial review. After any refinements from that review, we will share the preliminary draft maps with the Joint Steering Committee and jurisdiction teams, including the County's Core Equity Team data committee, for additional review and refinement before presenting them to the public. Through our work in Task 2, we will ground-truth the preliminary maps with community members. Based on community input, we will refine the maps for additional review and finalizing by the Joint Steering Committee. With community refinement, we anticipate the geographic scale of the disadvantaged community boundaries to become less dependent on data sources.

3.2 Indicator List and Data Collection

Through our work in Task 3.2, PlaceWorks will compile a list of environmental justice indicators that measure and document the disproportionate impacts of environmental pollution and other hazards on low income communities and communities of color. To begin, we'll identify and collect data from other local, regional, and State agencies, including utility districts, CalTrans, Geotracker, EnviroStor, and Aclima/Bay Area Air Quality Management District. We will also consider other data sources that can illustrate other issues raised by community members through our work in Task 2. We will leverage data from our work on the Safety Elements Updates, as well as our statewide work for HCD creating the AFFH Data Viewer, as appropriate. In addition, we will document where and how the data can be collected, and how frequently it is maintained and updated, to enable staff to make future updates and comparisons based on the same datasets. In this task, we will be mindful of the competing demands on staff time and prioritize datasets that are most directly relevant and effective at measuring environmental justice outcomes.

PlaceWorks will submit the draft list of environmental justice indicators to the B+D Project Manager for initial review. Following any needed refinements, we will present the list to the Joint Steering Committee, the County's Public Health, Policy, and Planning Division, and community stakeholders, including CBO partners, for review and refinement to ensure the final list reflects community priorities.

3.3 Partner Agency Engagement/Coordination with the San Mateo County Health Department and Equity Team of the County Executive Office

We understand that this work is not beginning in a vacuum. A number of local, regional, and State agencies have valuable data, research, and policy recommendations to share. Our data gathering and analysis work will be supplemented by a series of one-on-one calls with agencies who work with relevant data. To begin, PlaceWorks will identify a draft list of agencies to contact, including State agencies like the California Department of Toxic Substances Control, regional agencies like the Bay Area Air Quality Management District, and local agencies like the San Mateo County Health Department and Executive Office Equity Team. After review with the B+D Project Manager and Joint Steering Committee, PlaceWorks will contact agency staff to request data and discuss data analysis, opportunities for risk reduction, and local program and policy priorities. This scope assumes up to five one-on-one calls/interviews with agency staff.

3.4 Analysis Results: Data Tables, Maps, and Summaries

In this task, PlaceWorks will prepare a concise technical appendix for each jurisdiction that presents the results of the analysis conducted through Tasks 3.1 through 3.3. The technical appendices will map and describe each disadvantaged community and document the environmental burdens, health risks, and needs of each community, presenting disproportionate burdens and impacts by geography and key demographics (e.g., race, gender, and age) as available, and will be supplemented by interactive web-based maps. Map data will be presented at a geographic scale commensurate with the data sources, with particular attention given to the scale of data in less urban unincorporated parts of the county. The technical appendices will be prepared so that components may be readily used as appropriate in the Environmental Justice Elements that will be crafted in Task 4. All data and documentation will be organized and shared with jurisdiction staff to support future updates and evaluation.

PlaceWorks will submit the draft technical appendices to the B+D Project Manager for initial review, followed by review by jurisdiction staff and CRC prior to publication review with community members through Task 2 community engagement.

Task 3 Deliverables:

- » Disadvantaged Community Maps (draft and refined)
- » List of Environmental Justice Indicators (draft and final)
- » Five Agency Interviews (phone or video)
- » Environmental Justice Data Sets (along with documentation regarding sources and processing)
- » Existing Conditions Technical Appendix and Narrative Summary (draft and final for each jurisdiction)

TASK 4. Environmental Justice Elements: Development and Adoption

Through our work in Task 4, PlaceWorks will prepare the draft Environmental Justice Elements and support jurisdiction staff through the adoption process.

4.1 Summary of Key Challenges and Opportunities

Drawing from community input gathered through Task 2 and findings from the Task 3 data analysis, PlaceWorks will prepare a summary of key environmental justice challenges and opportunities for each jurisdiction, which will include lessons for the cross-jurisdiction collaborative that can be shared more broadly via 21 Elements. As noted in the introduction to this Scope of Work, we recommend preparing this summary before the evaluation of current policies, programs, and practices in Task 4.2 in order to focus that evaluation on the key challenges and opportunities raised by the community and from the data analysis. We will prepare this as a standalone document with readiness to be incorporated into the forthcoming Environmental Justice Elements for each jurisdiction. We will share an initial draft with the B+D Project Manager for review, and then share with staff from each jurisdiction for their review prior to finalization.

4.2 Evaluation of Current Policies, Programs, and Practices

PlaceWorks will scan and compile a list of existing City/County policies, programs, and practices related to environmental justice for each jurisdiction. This scope assumes that jurisdiction staff will provide PlaceWorks with agency documents, including documents from the Health Department and other non-

planning programs. We will work with staff from each jurisdiction to review this list and identify strengths, weaknesses, and gaps related to environmental justice, particularly how the documents respond to the specific issues in each community as identified through Tasks 2 and 3. Based on input from this review, PlaceWorks will prepare summaries highlighting areas of strength and areas for improvement for each jurisdiction. We will share draft summaries with the B+D Project Manager for their review first, and then share directly with jurisdiction contacts. We will plan to present key takeaways from this evaluation at one of the Joint Steering Committee meetings.

4.3 EJ Policies and Programs / Draft EJ Element Development

Following completion of Tasks 4.1 and 4.2, PlaceWorks will prepare the Draft Environmental Justice Elements. For the County, this will be a new stand-alone element; for Burlingame and East Palo Alto, they will be an update to the existing Healthy People and Healthy Places Element and Health and Equity Element, respectively. We will also consult with Burlingame and East Palo Alto staff about the scope of the changes to the General Plan. By limiting the updates to the existing Healthy People and Healthy Places Element and Health and Equity Element, the scope of the changes are clear and focused. However, we may also want to spread the updates among other elements where environmental justice issues are also addressed; in that case, we'll need to thoughtfully contain the updates, since it can sometimes spiral into a more comprehensive set of updates to the General Plan when more elements are open to revision. We'll work with jurisdiction staff to confirm the appropriate approach for each General Plan.

The new and updated Elements will incorporate material from preceding tasks as appropriate. Draft policies, programs, and implementing action priorities will be mapped to the key challenges and opportunities summarized in Task 4.1. They will be accompanied by any necessary and appropriate revisions and updates to the background text that will discuss information related to the proposed policies, programs, and actions.

The Draft Environmental Justice Elements will cover all topics required by SB 1000, plus other topics identified through the community engagement process in Task 2. The Draft Elements will also follow requirements and best practices contained in the Governor's Office of Planning and Research (OPR) General Plan Guidelines, which were revised in June 2020 to include guidance for preparing environmental justice elements, as well as the SB 1000 Toolkit that PlaceWorks prepared in 2017 in partnership with the California Environmental Justice Alliance. In addition, CRC will provide the Draft Environmental Justice Elements to the existing Climate Change Community Teams currently operating in North Fair Oaks and East Palo Alto to review and ensure that community input is reflected. CRC facilitates a series of Climate Change Community Teams throughout San Mateo County made up of residents, business leaders, faith leaders, and others, to serve as community committees providing local expertise on policy development and other topics. The teams will review the Draft Environmental Justice Elements as one task in their ongoing work program. CRC utilizes external funding to cover the costs of convening the Climate Change Community Teams; the teams will provide this review at no additional cost.

PlaceWorks will submit an initial Administrative Draft (version 1) for review by the B+D Project Manager. We will then share a Revised Administrative Draft (version 2) with each jurisdiction team for review and comment. Following this, we will prepare the Public Review Draft Environmental Justice Elements (version 3), incorporating staff input to share with CBO partners and the general public.

Following public review, PlaceWorks will document, respond to, and incorporate public comments, consulting with jurisdiction staff as needed and to confirm changes. We will prepare the Final Drafts

(version 4) for adoption hearings. Following adoption, we will reflect any final changes resulting from the adoption process in the Final Environmental Justice Elements (version 5).

4.4 EJ Element Review and Adoption

PlaceWorks support jurisdiction staff through the public review and adoption process by preparing staff report and presentation materials for up to two public hearings for each jurisdiction, plus a third hearing before the California Coastal Commission for the County. This scope assumes that jurisdiction staff will present the Final Draft Environmental Justice Elements to decision-makers for review and adoption. We will share presentation materials with the B+D Project Manager and jurisdiction staff for review prior to the hearings.

4.5 CEQA Review

For each jurisdiction, PlaceWorks will prepare either a Notice of Exemption (NOE) pursuant to CEQA Guidelines Section 15062 or an Addendum to the relevant General Plan EIR pursuant to CEQA Guidelines Section 15164. The CEQA document will include a brief project description and provide the substantial evidence to demonstrate how the proposed project would not result in any significant effects. The CEQA document will be submitted to each jurisdiction for review, as follows:

- » One electronic copy of an Administrative Draft to the jurisdiction for review. Staff will provide PlaceWorks with a single set of consolidated comments on the Administrative Draft.
- » One electronic copy of a revised, second draft as an electronic “Screencheck.” PlaceWorks assumes that a minimal level of effort, not exceeding four hours, would be required to respond to a single set of consolidated comments from the jurisdiction on the Screencheck Draft.

Following approval of the Screencheck, PlaceWorks will provide the jurisdiction with one electronic copy of the Final document for inclusion in the staff reports and approval by the decision-making body.

If it is determined that potential impacts from the proposed Environmental Justice Elements require changes to the project or mitigation measures to reduce impacts to a less-than-significant level, a contract amendment to prepare the appropriate CEQA document would be required.

Following the approval of the Environmental Justice Elements, PlaceWorks will prepare the Notice of Determination (NOD). Our scope of work assumes that staff will be responsible for overseeing the filing of the NOE (if the selected document) and NOD with the County Clerk following the approval of the proposed projects and PlaceWorks will post the NOE/NOD with the State Clearinghouse.

Task 4 Deliverables:

- » Key Challenges and Opportunities Summary (draft and final for each jurisdiction)
- » Evaluation of Current Environmental Justice Policies, Programs, and Practices (draft and refined memo for each jurisdiction)
- » New Stand-Alone Environmental Justice Element for San Mateo County, Updated Health and Equity Element for East Palo Alto, and Updated Healthy People and Healthy Places Element for Burlingame (prepared in five versions: two Administrative Drafts, a Public Review Draft, a Final Draft, and the Adopted Element)
- » Adoption Hearing Staff Report Content and Presentations (for two public hearings each for Burlingame and East Palo Alto and for three public hearings for San Mateo County)
- » NOE or Addendum (Administrative, Screencheck, and Final Draft for each jurisdiction)

Work Program

This page intentionally left blank.





D. COST PROPOSAL

As shown in Table 1, the estimated cost to complete the scope of work described in this proposal is \$540,647. Table 2 shows the fee proposal broken down by jurisdiction.

In addition to the budget shown for CRC in Table 1, CRC will provide support services for other tasks in kind through work that is separately funded.

This scope of work and cost estimate assumes that:

- Our cost estimate includes the meetings shown in the Work Program. Additional meetings would be billed on a time-and-materials basis. Tanya Sundberg and either Cliff Lau or Angelica Garcia will attend all project meetings, public workshops, and other public meetings. We will provide Spanish interpretation services at public workshops.
- All products will be submitted in electronic (PDF) format; when documents are prepared in Microsoft Word, we will also provide products in Word.
- The B+D Project Manager and/or jurisdiction staff will be responsible for meeting logistics, including schedule coordination, document production, printing notices, mailing costs, room reservations, room set-up and take-down, and refreshments.

The billing rates for each team member are included in Table 1.

Cost Proposal

This page intentionally left blank.

Table 1 Estimated Cost

	PLACEWORKS														PlaceWorks Hours	PlaceWorks 2% Office Expenses	PlaceWorks Total	SUBCONSULTANTS		10% Subconsultant Markup	Subconsultant Total	Total Task Budget
	JANSEN	SUNDBERG	LAU	GARCIA	MAZUR	WATSON												CRC				
	Principal-in-Charge \$260	Project Manager \$225	Assistant PM \$160	Assistant PM \$155	GIS Principal \$225	Haz Mat Advisor \$180	CEQA Principal \$245	CEQA Associate \$155	Project Planner \$145	GIS Analyst \$135	Graphics \$135	Technical Editor \$140	WP/Clerical \$130									
TASK 1. PROJECT COORDINATION AND COMMUNICATION																						
1	Joint Steering Committee	2	24	26	26											78	\$282	\$14,392	0	\$0	\$0	\$14,392
2	Jurisdiction-Specific Check-ins	8	78	78	39											203	\$763	\$38,918	0	\$0	\$0	\$38,918
3	Ongoing Project Management		8	20	10					6						44	\$147	\$7,507	0	\$0	\$0	\$7,507
	Task 1. Subtotal	10	110	124	75	0	0	0	0	0	6	0	0	0	325	\$1,192	\$60,817	\$0	\$0	\$0	\$60,817	
TASK 2. COMMUNITY ENGAGEMENT AND EQUITY OUTREACH																						
1	Community Engagement Plan	4	8	12	12				36				1	1	74	\$242	\$12,352	3,245	\$325	\$3,570	\$15,922	
2	Education and Outreach Materials	6	18	58	38				60		68		4		252	\$784	\$40,004	0	\$0	\$0	\$40,004	
3	Community-wide Engagement	4	48	30	30				25	8	10				155	\$547	\$27,892	72,996	\$7,300	\$80,296	\$108,188	
4	Equity-focused Environmental Justice Survey	4	14	22	27				8	8	4				87	\$294	\$14,969	49,379	\$4,938	\$54,317	\$69,286	
5	Joint Staff and Agency Partner Workshops		8	16	16				8						48	\$160	\$8,160	0	\$0	\$0	\$8,160	
6	Industry and Agency Interviews		8	10	10										28	\$99	\$5,049	0	\$0	\$0	\$5,049	
7	Community Engagement Summary Report	2	4	6	6				12						30	\$101	\$5,151	0	\$0	\$0	\$5,151	
8	County Inter-departmental Sessions and Commission/Board Sessions		20		14				6						40	\$151	\$7,691	0	\$0	\$0	\$7,691	
9	Story Map	2	4	6	6	4			17	30	8				77	\$237	\$12,075	0	\$0	\$0	\$12,075	
10	Mapped Survey Tool	1	3	6	6	2				17					35	\$111	\$5,680	0	\$0	\$0	\$5,680	
	Task 2. Subtotal	23	135	166	165	6	0	0	0	172	63	90	5	1	826	\$2,726	\$139,023	\$125,620	\$12,563	\$138,183	\$277,206	
TASK 3. ENVIRONMENTAL JUSTICE EXISTING CONDITIONS: DATA, MAPS, AND INDICATORS																						
1	Identify/Confirm Disadvantaged Communities and EJ Focus Areas	2	8	8	8	10	4				60				100	\$318	\$16,228	0	\$0	\$0	\$16,228	
2	Indicator List and Data Collection		4	6	6	10	8				40				74	\$238	\$12,118	0	\$0	\$0	\$12,118	
3	Partner Agency Engagement/Coordination with the San Mateo County Health Department and Equity Team of the County Executive Office		7	7	7	7					20				48	\$161	\$8,216	0	\$0	\$0	\$8,216	
4	Analysis Results: Data Tables, Maps, and Summaries	2	10	20	20	16	8				80				156	\$498	\$25,408	0	\$0	\$0	\$25,408	
	Task 3. Subtotal	4	29	41	41	43	20	0	0	0	200	0	0	0	378	\$1,215	\$61,970	\$0	\$0	\$0	\$61,970	
TASK 4. ENVIRONMENTAL JUSTICE ELEMENTS: DEVELOPMENT AND ADOPTION																						
1	Summary of Key Challenges and Opportunities	3	16	14	12					42	4	4	4	3	0	\$332	\$16,932	0	\$0	\$0	\$16,932	
2	Evaluation of Current Policies, Programs, and Practices	3	12	16	8					48					87	\$285	\$14,525	0	\$0	\$0	\$14,525	
3	EJ Policies and Programs / Draft EJ Element Development	12	72	66	52	8				185	26	18	24	8	471	\$1,538	\$78,443	0	\$0	\$0	\$78,443	
4	EJ Element Review and Adoption		6	8	6					4					24	\$83	\$4,223	0	\$0	\$0	\$4,223	
5	CEQA Review	3	6	8	4			15	30	60			6	6	138	\$453	\$23,100	0	\$0	\$0	\$23,100	
	Task 4. Subtotal	21	112	112	82	8	0	15	30	339	30	22	34	17	720	\$2,691	\$137,223	\$0	\$0	\$0	\$137,223	
	Labor Dollars Total	\$15,080	\$86,850	\$70,880	\$56,265	\$12,825	\$3,600	\$0	\$0	\$74,101	\$40,364	\$15,120	\$5,460	\$2,340		\$7,824	\$399,033	\$125,620		\$138,183	\$537,216	
EXPENSES																						
	PlaceWorks Reimbursable Expenses																					\$3,431
	EXPENSES TOTAL																					\$3,431
GRAND TOTAL																						
																						\$540,647



Table 2 Cost Per Jurisdiction

		TOTAL COST BY JURISDICTION			TASK TOTAL
		Burlingame	East Palo Alto	San Mateo County	
TASK 1. PROJECT COORDINATION AND COMMUNICATION					
1	Joint Steering Committee	\$2,780	\$4,712	\$6,900	\$14,392
2	Jurisdiction-Specific Check-ins	\$12,862	\$12,862	\$13,194	\$38,918
3	Ongoing Project Management	\$2,229	\$2,366	\$2,912	\$7,507
Task 1. Subtotal		\$17,871	\$19,940	\$23,006	\$60,817
TASK 2. COMMUNITY ENGAGEMENT AND EQUITY OUTREACH					
1	Community Engagement Plan	\$3,503	\$5,254	\$7,165	\$15,922
2	Education and Outreach Materials	\$8,801	\$13,201	\$18,002	\$40,004
3	Community-wide Engagement	\$23,801	\$35,702	\$48,685	\$108,188
4	Equity-focused Environmental Justice Survey	\$15,243	\$22,864	\$31,179	\$69,286
5	Joint Staff and Agency Partner Workshops	\$1,796	\$2,692	\$3,672	\$8,160
6	Industry and Agency Interviews	\$1,111	\$1,666	\$2,272	\$5,049
7	Community Engagement Summary Report	\$1,133	\$1,700	\$2,318	\$5,151
8	County Inter-departmental Sessions and Commission/Board Sessions	\$0	\$0	\$7,691	\$7,691
9	Story Map	\$2,880	\$3,876	\$5,319	\$12,075
10	Mapped Survey Tool	\$1,355	\$1,823	\$2,502	\$5,680
Task 2. Subtotal		\$59,623	\$88,779	\$128,804	\$277,206
TASK 3. ENVIRONMENTAL JUSTICE EXISTING CONDITIONS: DATA, MAPS, AND INDICATORS					
1	Identify/Confirm Disadvantaged Communities and EJ Focus Areas	\$3,570	\$5,355	\$7,303	\$16,228
2	Indicator List and Data Collection	\$2,666	\$3,999	\$5,453	\$12,118
3	Partner Agency Engagement/Coordination with the San Mateo County Health Department and Equity Team of the County Executive Office	\$1,808	\$2,711	\$3,697	\$8,216
4	Analysis Results: Data Tables, Maps, and Summaries	\$5,590	\$8,384	\$11,434	\$25,408
Task 3. Subtotal		\$13,634	\$20,449	\$27,887	\$61,970
TASK 4. ENVIRONMENTAL JUSTICE ELEMENTS: DEVELOPMENT AND ADOPTION					
1	Summary of Key Challenges and Opportunities	\$3,896	\$5,570	\$7,466	\$16,932
2	Evaluation of Current Policies, Programs, and Practices	\$4,855	\$4,855	\$4,815	\$14,525
3	EJ Policies and Programs / Draft EJ Element Development	\$17,325	\$26,214	\$34,904	\$78,443
4	EJ Element Review and Adoption	\$1,112	\$1,112	\$1,999	\$4,223
5	CEQA Review	\$7,700	\$7,700	\$7,700	\$23,100
Task 4. Subtotal		\$34,888	\$45,451	\$56,884	\$137,223
Labor Dollars Total		\$126,016	\$174,619	\$236,581	\$537,216
EXPENSES					
PlaceWorks Reimbursable Expenses					
EXPENSES TOTAL		\$677	\$703	\$2,050	\$3,431
GRAND TOTAL		\$126,693	\$175,322	\$238,632	\$540,647

EXHIBIT B
Community Planning Collaborative Scope of Work

April 17, 2023

Joseph Sanfilippo, Economic Development & Housing Specialist
City of Burlingame
Community Development Department – Planning Division
501 Primrose Road
Burlingame, CA 94010

Subject: Project Management – Collaborative Development of Environmental Justice Elements for the Cities of Burlingame and East Palo Alto and the County of San Mateo

We are pleased to provide this proposal for continued project management services for the collaborative work between Burlingame, East Palo Alto and County of San Mateo to develop Environmental Justice Elements and General Plan policies consistent with SB 1000 and community goals.

Over the past year, Community Planning Collaborative (formerly Baird + Driskell Community Planning) has served as convenor, facilitator and project manager for the interested jurisdictions in 21 Elements for this collaborative effort. To date, our role as project manager has been through our role as lead consultant for the 21 Elements Project. 21 Elements was originally created to assist San Mateo County jurisdictions (20 cities and the county) with required Housing Element updates and has now expanded to assist with other General Plan element updates. With the selection of PlaceWorks, Inc. as the lead consultant for undertaking the scope of work we developed, there is still the need to provide oversight and management of the collaborative effort over the duration of the project rather than rely on you and the Burlingame team to shoulder that responsibility.

The attached scope of work outlines our roles and responsibilities for the project and the associated cost budget. This includes convening and facilitating joint meetings of the three jurisdictions; providing preliminary review and direction for PlaceWorks on all process and product components; reviewing public outreach and engagement materials and other deliverables; monitoring and providing updates on budget and deliverable requirements to each jurisdiction; and preparing documents for staff for their communications to Planning Commissions and elected bodies.

As a Principal, David Driskell is authorized to bind CPC to the contents of this submittal and to negotiate contracts on behalf of CPC. We propose to have Cathy Capriola serve as Project Manager for this effort, helping to ensure close coordination between the work in developing effective Environmental Justice elements in conjunction with the collaborative work she is also helping manage for Safety Elements.

Please contact me if you have any questions.

Sincerely,



David Driskell, Principal

david@planningcollaborative.com / 607.227.0327

SCOPE OF WORK

Joint Development of Environmental Justice Elements for Burlingame, East Palo Alto and County of San Mateo

Contractor shall serve as PROJECT MANAGER for the collaborative Environmental Justice Element project on behalf of and in partnership with the cities of Burlingame and East Palo Alto and County of San Mateo, with responsibility for the following tasks:

- 1. Joint Steering Committee** – Coordinate, facilitate and communicate with the agencies individually and together as a Joint Steering Committee throughout the project. Lead the Steering Committee and serve as its primary point of contact. Ensure meetings of the Steering Committee provide opportunities to share information, provide feedback at key points in the process, discuss options and opportunities for community engagement, and review approaches to addressing key environmental justice issues. Review meeting materials prepared by PlaceWorks Team before distribution to the Committee members and partner with them in developing meeting agendas. After each meeting, prepare and distribute a high-level summary of key points, action items, decisions, and next steps.
- 2. Project Management** – Monitor and oversee the overall project per the executed contract with PlaceWorks. Ensure timeline and project deliverables are met in a timely manner and at the quality expectation of the project.
- 3. Reporting and Agency Communication** – Conduct quarterly check-in meetings with each participating agency and ensure concerns, ideas or issues are reviewed and resolved with the PlaceWorks Team. Prepare quarterly project progress reports regarding status of the project, overall progress on budget, and update on individual agency costs to date.
- 4. Invoice Review and Budget Monitoring** – Review submitted invoices by PlaceWorks; monitor and track invoices and submitted charges against the overall approved budget for the project as a whole and for each jurisdiction. Communicate with City of Burlingame as fiscal agent on monthly invoices and provide updates to the Steering Committee as a whole and individual jurisdictions as needed.
- 5. Coordination with Lead Environmental Justice Element Consultant (PlaceWorks) and CBOs** – Coordinate on a regular basis with PlaceWorks on project process, deliverables, and community outreach, including coordination with Climate Resilient Communities and other Community-Based Organizations engaged in the outreach and engagement work to ensure close coordination with jurisdiction partners. Provide guidance and conduct outreach to individual jurisdictions or the Steering Committee as a whole as needed.
- 6. Coordination with Safety Element Collaborative** – Coordinate as needed between the work program and tasks of the Safety Element Collaborative and Environmental Justice team, especially in relation to community outreach and engagement to help ensure an effective and efficient engagement process and overall coordinated work efforts.
- 7. Work Product Review** – Review all public engagement tools and products in a comprehensive manner. Review technical work products at a higher level focused on clarity and broad objectives

with the detailed review to be completed by the individual agencies based on their specific knowledge and expertise.

8. **Staff Reports and Adoption Resolutions** – Prepare staff reports and enacting resolutions at the completion of the project for adoption of the completed Environmental Justice Elements by each jurisdiction.
9. **Community Outreach Activities** – Participate in occasional community outreach activities, such as the community workshops, to monitor outcomes and to understand the key community issues within the Environmental Justice Element processes.
10. **Responses to Requests from Individual Jurisdictions** -- Provide easy and direct access for jurisdiction staff to ask questions, distribute information, query other jurisdictions, obtain updated information on State laws and particular items of importance, etc.

FEE PROPOSAL

Contractor shall submit monthly invoices for services rendered during the prior month to jsanfilippo@burlingame.org, identifying the specific work completed, the contract do-not-exceed amount, and the amount remaining unspent under this Agreement. The invoice shall be based on the fee schedule and terms set forth in the table below which identify the overall budget and distribution of total hours by task. Modifications to the estimated billing amounts by task may be made, without amendment to this Agreement, through consultation between the Director of Community Development or designee and Contractor followed by written authorization from the Director of Community Development or designee. City shall pay Contractor within thirty (30) business days of receipt of a satisfactory invoice.

In no event shall total payment for services under this Agreement exceed fifty-four thousand dollars (\$54,000) without a written amendment signed by both parties.

The hourly rate for this project is \$200 per hour.

	Hours	Costs
Steering Committee Coordination	40	\$ 8,000
Coordination Meetings with Fiscal Agent and Individual Jurisdictions, including Quarterly Check-ins	36	\$ 7,200
Coordination Meetings with EJ Element Consultant Team, including subconsultants	44	\$ 8,800
Participation in Community Engagement events	24	\$ 4,800
Coordination with Safety Element work effort	20	\$ 4,000
Monthly Invoice Review	36	\$ 7,200
Review of Work Products & Community Engagement	40	\$ 8,000
Preparation of Final Staff Report and Resolutions	10	\$ 2,000
Sub-Total	250	\$ 50,000
Contingency	20	\$ 4,000
TOTAL	270	\$ 54,000

COST SHARING

The table below summarizes the cost sharing between the three jurisdictions for this scope of work and cost schedule:

JURISDICTION	COST SHARE
Burlingame (24%)	\$ 12,960
East Palo Alto (32%)	\$ 17,280
San Mateo County (40%)	\$ 23,760
TOTAL	\$ 54,000

EXHIBIT C

PROJECT BUDGET and AGENCY COSTS

For a breakdown of the Work Program budget by task, see Table 1 on page 35 of the Work Program (Exhibit A). For a breakdown of the Work Program budget by task and Jurisdiction, see Table 2 on page 36 of the Work Program (Exhibit A).

PROJECT COST for COUNTY OF SAN MATEO	
ENVIRONMENTAL JUSTICE ELEMENT CONSULTANT TEAM – PLACEWORKS + CLIMATE RESILIENCT COMMUNITIES	\$238,632
PROJECT MANAGER – COMMUNITY PLANNING COLLABORATIVE @ 10%	\$23,760
General Contingency	\$6,896
TOTAL COST	\$269,288