

**6.3. ISSUANCE OF A REQUEST FOR PROPOSALS FOR AN AMENDMENT
OF THE CITY OF FOSTER CITY'S GENERAL PLAN PARKS AND OPEN
SPACE AND CONSERVATION ELEMENTS**



DATE: October 7, 2024

TO: Mayor and Members of the City Council

VIA: Stefan Chatwin, City Manager
Marlene Subhashini, Assistant City Manager

FROM: Sofia Mangalam, Community Development Director
Vanessa Brannon, Senior Management Analyst

DEPARTMENT: Community Development

SUBJECT: ISSUANCE OF A REQUEST FOR PROPOSALS FOR AN
AMENDMENT OF THE CITY OF FOSTER CITY'S GENERAL PLAN
PARKS AND OPEN SPACE AND CONSERVATION ELEMENTS

RECOMMENDATION

It is recommended that the City Council adopt the attached resolution authorizing staff to issue a Request for Proposals (RFP) for an Amendment to the Foster City General Plan Parks and Open Space Element and the General Plan Conservation Element and find the request exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guideline Section 15061(b)(3).

EXECUTIVE SUMMARY

California law requires that General Plans be updated "periodically," however, except for the Housing Element, which needs to be updated every eight (8) years, there is no specific timeline requirement from the State to update a general plan regularly. The State Office of Planning and Research (OPR) recommends comprehensively updating a general plan every 10-15 years to reflect changes in community values, economic conditions, and emerging issues and challenges. The City's Safety Element was updated in August 2023, and the Housing Element 2023-31 was updated in March 2024.

In the 2021-2022 state legislative session, [Senate Bill \(SB\) 1425](#) was passed and signed into law. This bill requires that the Open Space Element be updated by January 1, 2026, with expanded requirements, including considering climate resilience in coordination with

the Safety Element. The bill also explicitly focuses on "rewilding opportunities," or creating and preserving open space networks to support biological and recreational uses.

[Assembly Bill \(AB\) 1889](#), signed into law on September 10, 2024, requires the Conservation Element to consider the effect of development within the jurisdiction on the movement of wildlife and habitat connectivity. The bill requires the Conservation Element, upon the next update of one or more elements on or after January 1, 2028, to, among other things, identify and analyze connectivity areas, permeability, and natural landscape areas within the jurisdiction, identify and analyze existing or planned wildlife passage features, and consider the impacts of development and the barriers caused by development to wildlife, as defined, and habitat connectivity.

In order to comply with SB 1425 and AB 1889 requirements in a timely manner, staff recommends that the City Council authorize staff to issue a Request for Proposals (RFP) for an amendment to the Foster City's General Plan Parks and Open Space Element and the General Plan Conservation Element.

BACKGROUND

California law (Government Code Section 65300) requires every city and county in the state to prepare and adopt a comprehensive, long-range general plan for the physical development of the jurisdiction, following guidelines provided by the OPR.

As per OPR, *"While a general plan will contain the community vision for future growth, California law also requires each plan to address the mandated elements listed in Government Code section 65302. The mandatory elements for all jurisdictions are **land use, circulation, housing, conservation, open space, noise, and safety**. Cities and counties in the San Joaquin Air Pollution Control District must also address air quality in their general plans. Cities and counties that have identified disadvantaged communities must also address environmental justice in their general plans, including air quality. The purpose of the following sections is to outline the content of each element as required by statute."* (source: [Office of Planning and Research](#))

Foster City General Plan and its Elements

Foster City's General Plan contains eight (8) elements that are published separately. Open Space and Conservation are mandatory elements of the General Plan, while Recreation is optional.

- Land Use and Circulation Element (amended 2013)
- **Housing Element (adopted 2024)**
- Parks, Open Space and Conservation Element (adopted 2009)
- Noise Element (adopted 1993)
- **Safety Element (adopted 2023)**
- Conservation Element (adopted 2003, adopted as a separate element 2009)

Foster City's Parks and Open Space Element

Foster City's Parks and Open Space Element was adopted in September 2009. This Element of the City's General Plan addresses the preservation of parks and open space. Since parklands comprise much of the city's open space resources, the Parks section was combined with the Open Space section.

Parks typically feature landscaping improvements like grass and trees and recreational amenities such as playgrounds, basketball courts, and sports fields. In contrast, open spaces are often undeveloped, lacking structures or significant improvements. The key distinction between open spaces and conservation areas lies in their purpose: open spaces may be preserved for recreational or scenic reasons, while conservation areas are protected primarily due to specific natural resources rather than the land itself. While some open spaces may also serve as conservation areas, the focus differs. For example, an open space might be valued for its scenic waterfront views, whereas a conservation area may be designated to protect an endangered species found near that same waterfront.

The Parks and Open Space Element of the City of Foster City General Plan has three (3) primary concerns:

- Preserve and Improve the Quality of Life within Existing Neighborhoods.
 - Maintain and improve existing resources, parks, and open space for the day-to-day and long-term enjoyment of the City of Foster City residents.
- Assure the Proper Development of Undeveloped Property.
 - Maintain adequate standards, integrate environment, parks, and open space considerations as the City approaches build-out, and evaluate the impacts and appropriateness of new development about the city's environmental conditions and needs.
- Assure that Redevelopment of Developed or Underutilized Property Occurs Appropriately.
 - Establish mitigation measures for any changes in inland use as reasonably necessary to ensure the protection of environmental resources, parks, and open space.

Foster City's Conservation Element

The Conservation Element was adopted in May 2003. This Element of the General Plan addresses preserving and conserving natural resources in Foster City. In September 2009, it was split from the former Parks, Open Space, and Conservation Element.

The General Plan Conservation Element concerns the preservation of natural resources such as water, air, and energy. Conservation is necessary to ensure their availability to future generations. The issues in the Conservation Element include human life-sustaining elements, wildlife habitat, and recycling of renewable resources. Human life-sustaining elements include air, water, and energy. Wildlife habitat refers to areas within the city that

provide feeding or resting areas for wildlife such as birds. Recycling of renewable resources includes aluminum cans, glass, paper, newspaper, tin, and some plastic.

ANALYSIS

SB 1425 requires every city and county to review and update its local open-space element by January 1, 2026, and include plans and an action program that addresses specified issues, including equity and access, rewilding opportunities, climate resilience, and other co-benefits of open space correlated with the safety element. Existing State law requires each city and county to create and maintain an Open Space Element that provides objectives, goals, policies, and implementation programs.

SB 1425 (Stern, Open-space element) states:

"SEC 1. (a) Every city and county shall review and update its local open-space plan by January 1, 2026. The update shall include plans and an action program, as required by Section 65564, that address all of the following:

- (1) Access to open space for all residents in a manner that considers social, economic, and racial equity, correlated with the environmental justice element or environmental justice policies in the general plan, as applicable.
- (2) Climate resilience and other co-benefits of open space, correlated with the safety element.
- (3) Rewilding opportunities, correlated with the land use element.

(b) For purposes of this section, "rewilding opportunities" may include, but are not limited to, the following:

- (1) Opportunities to preserve, enhance, and expand an integrated network of open space to support beneficial uses, such as habitat, recreation, natural resources, historic and tribal resources, water management, and aesthetics.
- (2) Establishing a natural communities conservation plan to provide for coordinated mitigation of the impacts of new development.

SEC. 2. No reimbursement is required by this act pursuant to Section 6 of Article XIII B of the California Constitution because a local agency or school district has the authority to levy service charges, fees, or assessments sufficient to pay for the program or level of service mandated by this act, within the meaning of Section 17556 of the Government Code.

SEC. 3. The Legislature finds and declares that the preservation of open space is a matter of statewide concern and is not a municipal affair as that term is used in Section 5 of Article XI of the California Constitution. Therefore, Section 1 of this act adding Section 65565.5 to the Government Code applies to all cities, including charter cities."

AB 1889 requires the conservation element of a local general plan to consider the impact of development on wildlife movement and habitat connectivity. The bill would also require a city or county, upon the next revision of one or more general plan elements on or after January 1, 2028, to update the conservation element to, among other things, identify and analyze wildlife passage features to ensure that planned development does not undermine the effectiveness of those features.

Even though the timelines for timeline mandates are different for both Elements, staff believes that combined efforts on these two (2) elements would be more efficient and would provide for a more holistic, sustainable, and livable environment that benefits both nature and people.

Staff also researched other cities in the County and found out that the following cities have their Open Space and Conservation Elements combined:

City of San Mateo - [Conservation, Open Space, and Recreation Element](#)

City of East Palo Alto - [Parks, Open Space and Conservation](#)

City of Los Altos – [Open Space, Conservation, and Community Facilities Element](#)

City of San Carlos – [Parks and Recreation](#)

Difference Between Parks Master Plan and the Parks and Open Space Element

Several cities have completed or are working on amendments to their Open Space Elements. In some cases, cities have integrated this effort with their Parks Master Plan. However, Foster City has chosen to approach these projects separately. On May 6, 2024, the City Council approved a consultant for the Parks Master Plan, and work on that project is underway. City Staff will ensure these two projects are in alignment, as elements of the Parks Master Plan will feed into or inform the Parks and Open Space Element.

Both, the Parks Master Plan and the Parks and Open Space Element are long-range planning documents that are used to guide the development and management of parks, open spaces, and recreational facilities.

The Parks Master Plan is a standalone document that outlines specific projects, upgrades, and programming for parks and facilities. It serves as a strategic guide for park improvements and funding over a set period. In contrast, the Parks and Open Space Element is part of the city's General Plan, providing long-term goals, policies, and objectives for parks and open space and integrating these considerations into overall land use planning.

While the Parks Master Plan is project-focused, the Parks and Open Space Element is policy-focused.

Issuance of RFP

The City routinely engages consultants for specialized professional services to support its operations. These consultants provide staff with the technical and professional expertise to successfully complete projects. Consultants are selected through an open and competitive RFP process designed to identify firms with the necessary background and experience while ensuring that service costs remain competitive.

The City is seeking consultants with expertise in Planning, Landscape Architecture, Architecture, Parks, Community Engagement, and/or Engineering to assist in developing an amendment to the City's General Plan Parks & Open Space and Conservation Elements.

The RFP includes a Scope of Work, which highlights six (6) essential tasks:

Task 1: Project Initiation and Project Management

Task 2: Community Outreach and Engagement

Task 3: Existing Conditions Analysis

Task 4: Research and Analysis

Task 5: Preparation and Adoption of Amendment to the Parks & Open Space and Conservation Elements

Task 6: Environmental Review Preparation

The project is estimated to take 12 months to complete, with City Council consideration and adoption in November/December 2025.

If approved, the RFP will be issued on October 8, 2024, with a due date of November 8, 2024, which may need to be extended based on interest City staff will review and evaluate the proposed scope of work, experiences of firm, staffing, experiences of firm, and budget submitted by consultants and will ensure that the proposal meets and fulfills the City's standards and requirements. Attachment 2 is the proposed Draft RFP that will be issued if the City Council approves this item. Based upon the Scope of Work and Timeline as outlined, an agreement with the prospective consulting firm would be tentatively scheduled for City Council consideration and awarded at its December 2024 meeting.

CEQA

The issuance of an RFP is exempt per CEQA Guideline Section 15061(b)(3), Common Sense Exemption.

FISCAL IMPACT

The fiscal impact will not be known until the proposals are opened and the contract terms are negotiated. However, Fund 128 the "General Plan Maintenance Fund," can be used to update and maintain the City's General Plan. The current balance in Fund 128 is approximately \$1.7M.

CITY COUNCIL VISION, MISSION, AND VALUE/PRIORITY AREA

Innovation and Sustainability

ATTACHMENTS:

Attachment 1 - Resolution

Attachment 2 - Request for Proposals

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF COUNCIL OF THE CITY OF FOSTER CITY APPROVING AND AUTHORIZING STAFF TO ISSUE A REQUEST FOR PROPOSALS (RFP) FOR CONSULTING SERVICES FOR AN AMENDMENT OF THE CITY OF FOSTER CITY'S GENERAL PLAN PARKS AND OPEN SPACE ELEMENT AND CONSERVATION ELEMENT AND TO FIND THE REQUEST EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO CEQA GUIDELINE SECTION 15061(B)(3)

CITY OF FOSTER CITY

WHEREAS, in the 2021-2022 California state legislative session, SB 1425 (Open Space Element) was passed and signed into law; and

WHEREAS, SB 1425 requires an amendment to the City's Parks and Open Space Element by January 1, 2026; and

WHEREAS, in 2009 City Council adopted the Parks and Open Space Element, which is part of the City's General Plan and addresses the preservation of parks and open space; and

WHEREAS, Foster City's Parks and Open Space element must address access to open space for all residents, climate resilience, and other co-benefits of open space, correlated with the safety element, and rewilding opportunities, correlated with the land use element; and

WHEREAS, on September 10, 2024, Assembly Bill (AB) 1889 (Conservation Element: wildlife and habitat connectivity) was passed and signed into law; and

WHEREAS, AB 1889 requires an amendment to the City's Conservation Element to, among other things, consider the impact of development on wildlife movement and habitat connectivity by January 1, 2028; and

WHEREAS, staff recommends that the City Council authorize staff to issue an RFP soliciting proposals from qualified firms for consulting services for an Amendment of the Foster City's General Plan Parks and Open Space Element and Conversation Element; and

WHEREAS, if approved, the RFP will be issued on October 8, 2024, with a due date of November 8, 2024, which may need to be extended based on interest; and

WHEREAS, staff will review and evaluate the proposed scope of work, experiences of the consulting firm, staffing, and budget submitted by consultants and will

ensure that the proposal meets and fulfills the City's standards and requirements and return to the City Council at a future meeting.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Foster City does hereby approve the proposed Request for Proposals in form and content and authorizes it to be sent to environmental consulting firms.

PASSED AND ADOPTED as a resolution of the City Council of the City of Foster City at the regular meeting held on the 7th day of October, 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

PATRICK SULLIVAN, MAYOR

ATTEST:

PRISCILLA SCHAUS, CITY CLERK



City of Foster City Request for Proposals **Amendment to the Foster City's General Plan Parks and Open Space Element and the General Plan Conservation Element**

RFP Schedule:

Release Date: Tuesday, October 8, 2024

Proposals Due: **Thursday, November 8, 2024 by 5:00 PM**

Deadline for Email of Intent to Respond: Tuesday, October 15, 2024

Deadline for Questions/Comments: Tuesday, November 1, 2024 @ 5:00 PM

Please send questions, comments, and proposals via email to:

vbrannon@fostercity.org (Vanessa Brannon, Senior Management Analyst)

OFFICIAL CONTACT:

Vanessa Brannon - Senior Management Analyst
City of Foster City
Community Development
610 E. Hillsdale Blvd.
Foster City, CA 94404
650-286-3354
vbrannon@fostercity.org

City of Foster City Request for Proposals (RFP)

Amendment to the Foster City's General Plan Parks and Open Space Element and the General Plan Conservation Element

1. SUMMARY

This Request for Proposals (RFP) invites a team of professionals specializing in Planning, Landscape Architecture, Architecture, Parks, Community Engagement, and/or Engineering to develop an amendment to the City's General Plan Parks & Open Space, and Conservation Elements to meet the requirements of SB 1425 and AB 1889, respectively. The selected consultant(s) will be tasked with leading the planning process, drafting the General Plan Amendments, conducting the required environmental review in accordance with CEQA, and coordinating the public outreach and adoption processes with the City.

In the 2021-2022 state legislative session, SB 1425 was passed and signed into law. This bill requires every city and county to review and update its local Open-Space plan by January 1, 2026. The plan update would include plans and an action program addressing specified issues, including climate resilience and other benefits of open space, correlated with the General Plan—Safety Element. The bill would create a state-mandated local program by imposing additional duties on local officials. The bill also explicitly focuses on "rewilding opportunities," or creating and preserving open space networks to support biological and recreational uses.

AB 1889 requires the conservation element of a local general plan to consider the impact of development on wildlife movement and habitat connectivity. The bill would also require a city or county, upon the next revision of one or more general plan elements on or after January 1, 2028, to update the conservation element to, among other things, identify and analyze wildlife passage features to ensure that planned development does not undermine the effectiveness of those features.

The entire process, from data collection to the development of the General Plan Amendment to the Parks & Open Space and Conservation Elements, will be guided by identifying community values and creating goals for the City's parks and open spaces, which will be informed through extensive community engagement. This engagement will help address current and future parks, conservation, and open space needs. The selected consultant(s) will be responsible for facilitating the planning process, drafting the Amendment to the Open Space & Recreation Element and the Conservation Element, through to the adoption process in partnership with the City. The amendments will also align with the City's mission to provide safe, clean, and accessible parks, facilities, and open spaces for everyone to enjoy.

Proposals should reflect the following project goals:

1. **Engage and Empower the Community:** Conduct inclusive and transparent outreach that actively engages, educates, and empowers stakeholders and community members to provide meaningful input. This will ensure that the findings and recommendations for the General Plan Amendments accurately reflect the community's diverse needs.
2. **Develop an Inclusive Open Space Standard:** Create an open space standard that prioritizes accessibility for all residents and considers parks' qualitative and quantitative value.
3. **Enhance Park Equity:** Identify opportunities and strategies to acquire, develop, and optimize existing open space to promote greater park equity. For instance, the City could expand its partnership with the San Mateo-Foster City School District through a Master Agreement, allowing joint use of school district facilities during non-school hours.
4. **Create a Sustainable and Resilient Open Space Network:** Establish an open space network that is environmentally sustainable, accessible, attractive, and resilient. This network should promote health equity, protect natural resources, increase native habitat and biodiversity, improve air quality and stormwater management, mitigate the urban heat island effect, and provide wildlife corridors. Additionally, it should incorporate holistic mitigation programs that offer environmental and social co-benefits and support climate change adaptation.
5. **Align Open Space and Conservation Policies with Broader City Goals:** Develop strategic and consistent policies for open space maintenance, programming, and natural resource stewardship that align with other General Plan Elements, the City's Climate Action Plan Update (currently in draft), the City's Bicycle & Pedestrian Improvements Project, the City's Capital Improvement Plans, and the upcoming Parks Master Plan.
6. **Balance New and Existing Open Space Needs:** Recognize and address the need for new parks and open spaces while also considering resource limitations related to acquisition, development, maintenance, ongoing operations, and programming. Additionally, prioritize resource needs for upgrades to existing parks, aligning with the Parks Master Plan Project currently underway.
7. **Promote Community Engagement and Safety:** Encourage public use of the City's open spaces by promoting creative, cultural, civic, and educational activities. Ensure that all residents and community members feel safe and welcome, fostering connections within the community.
8. **Leverage Technology and Financial Innovation:** Identify and utilize technology and innovative financial strategies to support open space services, infrastructure, and facilities.

9. **Establish Effective Governance and Implementation:** Provide clear guidance on governance and implementation structures to ensure that key departments—Community Development, Parks and Recreation, Public Works, and Police—can collaborate effectively and efficiently to deliver services and maintain safety in open spaces.

A single qualified firm or a team of qualified firms may submit a proposal. The selected firm shall have experience and knowledge in planning, project management, and effective public involvement processes. The consultant will work closely with City staff to prepare the General Plan Amendments and create a document for public distribution.

The successful proposer(s) will enter into a professional services agreement with the City with a project completion date of no later than November 2025. The goal is to receive City Council's approval and adoption of the proposed General Plan Amendments by November 2025, which includes completion of community outreach to ensure the community is aware of the Project and has the opportunity to provide feedback and inform Project goals and recommendations, and completion of the applicable environmental review.

2. ATTACHMENTS

Attachment 1: A sample Agreement for Professional Services and Insurance Requirements

- The sample Agreement for Professional Services is attached to this Request for Proposals (RFP) for the Proposer's review and submission. To facilitate smooth and timely implementation of the consultant's services, a proposer responding to this RFP must carefully review all the terms and conditions of the agreement, including, but not limited to, provisions relating to insurance, indemnity, and termination.

Attachment 2: Senate Bill No. 1425 – Open-Space Elements

Attachment 3: Assembly Bill No. 1889 – Conservation element: wildlife and habitat connectivity

3. BACKGROUND

Incorporated in 1971, the City of Foster City is a planned community in San Mateo County, California. Foster City is a General Law City with a Council-Manager form of government. It is approximately four square miles, located about 25 miles south of San Francisco and 30 miles north of Silicon Valley, with easy access from Highway 101 and Highway 92.

Foster City is a culturally diverse community of roughly 33,000 residents. It has limited

space for growth in both residential and commercial areas. The developed portion of Foster City is protected from flooding by an approximately 43,000-linear-foot (8-mile) levee system that surrounds Foster City along the bayfront and an interior lagoon that serves as a drainage detention basin.

The City's Parks System consists of 24 parks, eight miles of levee pedway (Bay Trail), 14 easements containing ice plants, sound walls, walkways, and bridges (the Parks System). There are 16 playgrounds and nine synthetic turf sports fields. The City has continuously improved the existing park infrastructure, ensuring that components meet legal and City standards regularly.

The Conservation Element was adopted in May 2003. This Element of the General Plan addresses preserving and conserving natural resources in Foster City. In September 2009, it was split from the former Parks, Open Space, and Conservation Element.

Foster City's Parks and Open Space Element was adopted in September 2009. This Element of the City's General Plan addresses the preservation of parks and open space. Since park lands comprise much of the city's open space resources, the Parks section was combined with the Open Space section.

4. GENERAL PROVISIONS AND CONDITIONS

The City reserves the right to:

1. Reject any and all responses.
2. Negotiate with more than one consultant.
3. Waive minor irregularities in a response.
4. Cancel, revise, or extend this solicitation.
5. Request additional information on any response beyond that required by this RFP.
6. Modify the selection process outlined in this RFP upon written notification to all respondents who have not been rejected at the time of modification.
7. Request substitution of sub-consultants.

Should discrepancies or omissions be found in this RFP or should there be a need to clarify it, questions or comments regarding this RFP must be received by the City no later than Tuesday, November 1, 2024, at 5 PM and should be sent to **Vanessa Brannon (Senior Management Analyst)** @ vbrannon@fostercity.org.

5. PROPOSED TENTATIVE TIMELINE

The tentative RFP timeline is provided for the convenience of the Proposers but may be

subject to change at any time by the City. Any such changes will be stated in an addendum to this RFP. The tentative RFP timeline is as follows:

RFP ACTION	DATE
RFP Issued	Tuesday, October 8, 2024
Pre-Proposal Meeting	None
Deadline for questions and clarifications	Tuesday, November 1, 2024 @ 5:00 PM
Proposals Due	Thursday, November 8, 2024 @ 5:00 PM
Finalist Identified	November 2024
Consultant Interviews	TBD
Consultant selection & contract preparation	TBD
Contract awarded	Fall 2024
Work commences	Fall/Winter 2024

6. RELATED DOCUMENTS/LINKS

[Foster City's Parks and Open Space Element](#)

Foster City's Parks and Open Space Element was adopted in September 2009. This Element of the City's General Plan addresses the preservation of parks and open space. Since park lands comprise much of the city's open space resources, the Parks section was combined with the Open Space section.

[Foster City's Conservation Element](#)

The Conservation Element was adopted in May 2003. This Element of the General Plan addresses preserving and conserving natural resources in Foster City. In September 2009, it was split from the former Parks, Open Space, and Conservation Element.

[Parks Master Plan—Public Participation Plan](#)

On August 19, 2024, Foster City's City Council reviewed and accepted a Parks Master Plan Public Participation Plan. The Parks Master Plan Project is already underway. The Public Participation Plan will be the guiding document for outreach and engagement. The Public Participation Plan includes various opportunities for public participation, including offering two Community Open Houses and Workshops for residents and facility users to attend, hosting various intercept events and pop-up kiosks, conducting both a statistically valid

survey as well as other online surveys to reach the community where they are at. In addition, a website will be created and maintained throughout the project, allowing the community to stay informed of the project's development and progress through various social media platforms.

Consultants should understand the opportunities to combine efforts with the Parks Master Project Team.

7. PROPOSAL REQUIREMENTS

Consultants interested in submitting a proposal should respond to this RFP with a written proposal providing all the requested information. The proposal will be considered complete only if it includes all the items listed under the Proposal Requirements:

1. **Title Page:** Include the RFP subject, firm name, primary contact person, title, address, telephone number, email address, and submittal date.
2. **Cover Letter of Interest:** A statement of the consultant's interests and qualifications and pertinent areas of expertise, as well as a description of the organization(s) (e.g., Corporation, Limited Liability Company, or Joint Venture). Include a summary of the proposer's understanding of the project and the proposed approach.
3. **Conflicts of interest:** Teams/firms submitting proposals in response to this RFP must disclose any actual, apparent, direct or indirect, or potential conflicts of interest that may exist concerning the firm, its management, employees, or other persons relative to the services to be awarded pursuant to this RFP. If a team/firm has no conflicts of interest, a statement to that effect shall be included in the cover letter.
4. **Scope of Work:** Provide a detailed proposed scope and projected timeline for conducting and completing the tasks outlined in the Scope of Work. Please address the project approach, reflecting knowledge about the Foster City community. This section should include the respondent's specific tasks for performing the work.
5. **Schedule:** Present a schedule reflecting timeframes and milestones for completing each phase and task.
6. **Outreach Strategy:** Outreach and engagement are critical to understanding community needs and vision for Foster City's General Plan Parks & Open Space Element and Conservation Element Amendments.
7. **Qualifications and References:** Provide an overview of the proposer's experience and history in performing this type of work in California. Provide at least three references from local government clients for whom the consultant has rendered

similar services recently. Describe the organization's overall capabilities, structure, and the number and type of licensed professionals. Proposers should demonstrate they possess the technical expertise to provide professional services and clearly understand the process of amending the General Plan Parks, Open Space, and/or Conservation Elements.

8. **Cost Proposal:** Provide a complete description of the expected expenditure of funds for the proposed work. The cost detail should include a breakdown of expenses by task and key personnel. The cost proposal should also include options for reducing or adding services. All costs should reflect “not to exceed” amounts per task.
9. **Acknowledgment of Contract:** Acknowledge that a contract and insurance will be provided in substantially the same form as attached and that the *City’s Finance Division will maintain a business license annually during the contract term.*

8. CONSULTANT SELECTION CRITERIA AND PROCEDURE

Responding consultant firms and/or teams will be evaluated based on the following criteria:

1. Demonstrated understanding of the requested work and responsiveness to the scope of services;
2. Quality and completeness of proposal;
3. Related and recent experience of similar scope and complexity in San Mateo County, the Bay Area, and California;
4. Outreach and community engagement expertise and techniques;
5. Expertise and experience of the proposed project team members and the in-house expertise, or inclusion of sub-consultants, to fully address all items noted in the scope of work;
6. Ability to perform the work within a reasonable time frame and budget;
7. Creativity in approach to the scope of work and requested deliverables;
8. Acceptance of the City’s Standard Agreement for Professional Services and insurance requirements, including any proposed changes to the agreement or insurance coverages (See Attachment); and
9. References.

The top proposals may be invited to an interview. The interview will help clarify each proposal's approach and qualifications for the project. Based on the interviews and evaluation of the proposals, the top-ranked consultant will be recommended to the City Council.

9. GENERAL PROVISIONS AND CONDITIONS

The City reserves the right to:

1. Reject any and all responses.
2. Negotiate with more than one consultant.
3. Waive minor irregularities in a response.
4. Cancel, revise, or extend this solicitation.
5. Request additional information on any response beyond that required by this RFP.
6. Modify the selection process set forth in this RFP upon written notification to all respondents who have not been rejected at the time of modification.
7. Request substitution of sub-consultants.

By submitting a proposal, each Proposer represents and warrants that its proposal is genuine and not a sham or collusive or made in the interest of or on behalf of any person not named therein; that the Proposer has not directly induced or solicited any other person to submit a sham proposal or any other person to refrain from submitting a proposal; and that the Proposer has not in any manner sought collusion to secure any improper advantage over any other person submitting a proposal.

10. SCOPE OF WORK

The City requests proposals from qualified consultants to provide technical professional services for policy development and master planning related to open space. These services will be integrated into an amendment to the City's Parks & Open Space and Conservation Elements, which will guide both near-term and long-term planning efforts. The project work plan will encompass research, data gathering and analysis, community engagement, needs assessment, development of metrics, goals, recommendations, action plans, and the completion of the required environmental review.

Proposers should demonstrate significant experience in parks, open space, conservation, and recreation planning, including acquisitions, improvements, usage, maintenance, operation, and financing. Experience in preparing general plan amendments for Parks and Open Space Elements and a strong background in developing inclusive practices and policies, addressing park access issues, and managing projects efficiently is essential.

The primary goal of the project is to provide the City with a comprehensive roadmap to expand access to open spaces, identify climate resilience and other co-benefits of open space, explore "rewilding" opportunities, and establish an integrated network of open spaces that support beneficial uses. Additionally, the project aims to develop a natural communities conservation plan to facilitate coordinated mitigation of the impacts of new development.

The City's objective in this consultant selection process is to obtain an effective, efficient, and creative approach to providing the deliverables that meet the City's goals and timeline for this Project. The anticipated Scope of Work required to complete the Amendment will require, but is not limited to, the following tasks and deliverables:

Task 1: Project Initiation and Project Management

- Kick-off meeting
- Project timeline and goal and content framing regarding the requirements of SB 1425 and AB 1889

Task 2: Community Outreach and Engagement

- Development of a community outreach plan to gain input from residents, community stakeholders, and the general Foster City Community
- Conduct a community assessment to understand the Community's interests, needs, and concerns
- Public Information strategies that align with the City's existing communication efforts
- Identify and maintain a list of potential community, local, and regional partners interested in helping bring the goals of the Parks and Open Space Element and Conservation Element to fruition

Task 3: Existing Conditions Analysis

- Thorough review and analysis of existing documents and regulations
- Develop a Community Profile to provide context for the General Plan Amendment
- Understanding of the City's existing urban tree inventory
- Parks, Open Space, and Conservation Assessment—inventory and analyze the City's entire parks and open space system, including natural resources, outdoor recreation, and public health and safety, collaborating with the existing Parks Master Plan consultants

Task 4: Research and Analysis

- Make policy recommendations in line with the requirements of SB 1425 and AB 1889
- Develop Parks, Open Space, and Conservation goals, policy, and priority recommendations
- Create financial cost estimates, alternative funding strategies,
- Develop a Project Implementation Plan
- Develop Open Space maps that improve existing Parks and Open Space Element maps
- Prepare a habitat conservation plan for the City's open spaces

Task 5: Preparation and Adoption of Amendments to the Parks and Open Space Element and Conservation Element

- Develop Administrative Drafts of the General Plan Amendments
- Provide a policy-tracking matrix
- Assist City Staff with preparing staff reports
- After the environmental review process, develop the Final GPAs for City Council adoption

Task 6: Environmental Review Preparation

- Complete CEQA documentation for General Plan Amendments

Attachment E – Sample Agreement for Professional Services Insurance Requirements

PROFESSIONAL SERVICES AGREEMENT FOR CONSULTANT SERVICES

This Agreement is made and entered into as of the ____ day of _____, 20__ by and between the City of Foster City hereinafter called "CITY" and _____ hereinafter called "CONSULTANT".

RECITALS

This Agreement is entered into with reference to the following facts and circumstances:

WHEREAS, CITY desires to engage CONSULTANT to provide professional services in the CITY;

WHEREAS, CONSULTANT is qualified to provide such services to the CITY and;

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. Services. The services to be performed by CONSULTANT under this Agreement shall include those services set forth in Exhibit A, which is, by this reference, incorporated herein and made a part hereof as though it were fully set forth herein.

Performance of the work specified in said Exhibit A is hereby made an obligation of CONSULTANT under this Agreement, subject to any changes that may be made subsequently hereto upon the mutual written agreement of the said parties.

Where in conflict, the terms of this Agreement supersede and prevail over any terms set forth in Exhibit A.

2. Term; Termination. (a) The term of this Agreement shall commence upon the date hereinabove written and shall expire upon completion of performance of services hereunder by CONSULTANT. (b) Notwithstanding the provisions of (a) above, CITY may with or without cause, direct CONSULTANT to suspend, delay or interrupt Services, in whole or in part, for such periods of time as CITY may determine in its sole discretion. (c) CITY may terminate performance of the Services under this Agreement in whole, or from time to time in part, for default, should CONSULTANT commit a material breach of this Agreement, or part thereof, and not cure such breach within ten (10) calendar days of the date of CITY's written notice to

CONSULTANT demanding such cure, in which case CONSULTANT shall be liable to CITY for all loss, cost, expense, damage and liability resulting from such breach and termination. (d) CITY may terminate performance of the Services under this Agreement in whole, or from time to time in part, for convenience, whenever CITY determines that such termination is in CITY's best interests, in which case CONSULTANT shall be entitled to recover its costs expended up to the termination date plus reasonable profit thereon to the termination date as this Agreement would otherwise provide, but may recover no other cost, damage or expense. CONSULTANT shall continue its work throughout the course of any dispute, and CONSULTANT's failure to continue work during a dispute shall be a material breach of this Agreement.

3. Compensation; Expenses; Payment. CITY shall compensate CONSULTANT for all services performed by CONSULTANT hereunder in an amount based upon CONSULTANT's hourly rates during the time of the performance of said services. A copy of CONSULTANT's hourly rates for which services hereunder shall be performed are set forth in CONSULTANT's fee schedule marked Exhibit "B" hereof, attached hereto and by this reference incorporated herein.

Notwithstanding the foregoing, the combined total of compensation and reimbursement of costs payable hereunder shall not exceed the sum (\$). Invoices for amounts in excess of (\$) shall not be paid unless the performance of services and/or reimbursement of costs and expenses in excess of said amounts have been approved in advance of performing such services or incurring such costs and expenses by the City Manager (for contracts less than \$50,000) or City Council (for contracts \$50,000 or more) evidenced by motion duly made and carried and a written contract amendment having been executed.

Compensation and reimbursement of costs and expenses hereunder shall be payable upon monthly billing therefor by CONSULTANT to CITY, which billing shall include an itemized statement, briefly describing by task and labor category or cost/expense items billed. Final payment will be made when all Services required under this Agreement have been completed to the reasonable satisfaction of CITY including, without limitation, CONSULTANT's transmittal of all deliverables to CITY required by EXHIBIT A.

CITY shall not incur any charges under this Agreement, nor shall any payments become due to CONSULTANT for any payment period on the Project, until CITY receives all deliverables required under Exhibit A, SCOPE OF WORK AND SCHEDULE, for the payment period (if any) and reasonably accepts such deliverables as meeting the requirements of this Agreement. In cases where CONSULTANT has partially completed one or more deliverables due during a payment period, and if CONSULTANT demonstrates diligent progress thereon, then CITY may make a partial progress payment based upon percentage completion of the partially completed deliverables and diligent progress but taking into account any adverse impacts upon CITY. CITY shall not be liable for, and CONSULTANT shall not be entitled to, any payment for Services performed before this Agreement's execution.

4. Additional Services. In the event CITY desires the performance of additional services not otherwise included within the services described in Exhibit A, such services shall be authorized in advance of the performance thereof by the City Manager (for contracts less than \$50,000) or City Council (for contracts \$50,000 or more) by motion duly made and carried. Such amendment to this Agreement shall include a description of the services to be performed thereunder, the maximum compensation and reimbursement of costs and expenses payable therefor, the time of performance thereof, and such other matters as the parties deem appropriate for the accomplishment of such services. Except to the extent modified by written amendment, all other terms and conditions of this Agreement shall be deemed incorporated in each such amendment.
5. Records. CONSULTANT shall keep and maintain accurate records of all time expended and costs and expenses incurred relating to services to be performed by CONSULTANT hereunder. Said records shall be available to CITY for review and copying during regular business hours at CONSULTANT's place of business or as otherwise agreed upon by the parties.
6. Authorization. This Agreement becomes effective when endorsed by both parties in the space provided below.
7. Reliance on Professional Skill of CONSULTANT. CONSULTANT represents that it has the necessary professional skills to perform the services required and the CITY shall rely on such skills of the CONSULTANT to do and perform the work. In performing services hereunder CONSULTANT shall adhere to the standards generally prevailing for the performance of expert consulting services similar to those to be performed by CONSULTANT hereunder.

CONSULTANT represents that it has reviewed Exhibit A and that in its professional judgment the Services to be performed under this Agreement can be performed for a fee within the maximum amount set forth in the Compensation Schedule established in Exhibit A and within the times specified for each individual Project.

CONSULTANT represents that it possesses all necessary training, licenses and permits to perform the Services and that its performance of the Services will conform to the standards of practice of a professional having experience and expertise in performing professional services of like nature and complexity of the Services working on similar, successfully completed projects.

The granting of any progress payment by CITY, or the receipt thereof by CONSULTANT, or any inspection, review, approval or oral statement by any representative of CITY or any other governmental entity, shall in no way waive or limit the obligations in this Paragraph 7 or lessen the liability of CONSULTANT for unsatisfactory Services, including but not limited to cases where the defective or below standard Services may not have been apparent or detected at the time of such payment, inspection, review or approval.

8. Documents. All documents, plans, drawings, renderings, and other papers, or copies thereof, as finally rendered, prepared by CONSULTANT pursuant to the terms of this Agreement, shall, upon preparation and delivery to CITY, become the property of CITY.
9. Relationship of Parties. CONSULTANT is an independent Contractor and does not act as City's agent in any capacity, whatsoever. CONSULTANT is not entitled to any benefits that CITY provides to CITY employees, including, without limitation, worker's compensation benefits or payments, pension benefits, health benefits or insurance benefits. Terms within this Agreement regarding direction apply to and concern the result of the CONSULTANT's provision of Services, not the means, methods, or scheduling of the CONSULTANT's work. CONSULTANT shall be solely responsible for the means, methods, techniques, sequences and procedures with respect to its provision of Services under this Agreement. CONSULTANT shall pay all payroll taxes imposed by any governmental entity and shall pay all other taxes not specifically identified in this Agreement as CITY's responsibility.
10. Schedule. CONSULTANT shall adhere to the schedule set forth in Exhibit A; provided, that CITY shall grant reasonable extensions of time for the performance of such services occasioned by governmental reviews of CONSULTANT's work product or other unavoidable delays; provided, further, that such unavoidable delay shall not include strikes, lockouts, work stoppages, or other labor disturbances conducted by, or on behalf of, CONSULTANT's officers or employees.

CONSULTANT acknowledges the importance to CITY of CITY's Project schedule and agrees to put forth its best professional efforts to perform its services under this Agreement in a manner consistent with that schedule.

11. Indemnity. To the fullest extent allowed by law, CONSULTANT hereby agrees to defend, indemnify, and save harmless CITY, its Council, boards, commissions, officers, employees, directors, volunteers and agents, from and against any and all claims, suits, actions liability, loss, damage, expense, injury (including, without limitation, economic harm, injury to or death of any person, including an employee of CONSULTANT or its Subconsultants), cost (including, without limitation, costs and fees of litigation) of every nature, kind or description, at law or equity, which may be brought against, or suffered or sustained by, City of Foster City, its Council, boards, commissions, officers, employees, directors, volunteers or agents that arise out of, pertain to, or relate to any negligence, recklessness, or willful misconduct of CONSULTANT, any Subconsultant, anyone directly or indirectly employed or retained by them, or anyone that they control. In the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, the CONSULTANT shall meet and confer with other parties regarding unpaid defense costs.

The duty of CONSULTANT to indemnify and save harmless, as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code;

provided, however, that nothing herein contained shall be construed to require CONSULTANT to indemnify City of Foster City, its Council, boards, commissions, officers, employees and agents against any responsibility or liability in contravention of Section 2782 of the California Civil Code.

CONSULTANT's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law.

The defense and indemnification obligations of this agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained within this Agreement.

If CONSULTANT is a "design professional," as defined in California Civil Code Section 2782.8(c), CONSULTANT shall indemnify, defend, and hold the Indemnitees harmless against Liability only to the extent such Liability arises out of, pertains to, or relates to CONSULTANT's negligence, recklessness, or willful misconduct. In such an event, the cost to defend charged to CONSULTANT shall not exceed CONSULTANT's proportionate percentage of fault.

12. Insurance. Prior to execution of this Agreement, CONSULTANT shall furnish to CITY Certificates of Insurance showing satisfactory proof that it maintains the insurance required by this Contract as set forth in EXHIBIT C, Insurance, which are attached and made a part of this Agreement. CONSULTANT shall maintain all required insurance throughout the term of this Agreement and as otherwise provided in EXHIBIT C. In the event CONSULTANT fails to maintain any required insurance, and notwithstanding Paragraph 3 above, CITY may (but is not obligated to) purchase such insurance and deduct or retain premium amounts from any sums due CONSULTANT under this Agreement (or CONSULTANT shall promptly reimburse CITY for such expense).

CONSULTANT shall maintain insurance as required by this Agreement to the fullest amount allowed by law and shall maintain insurance for a minimum of five (5) years following completion of this project or service. In the event CONSULTANT fails to obtain or maintain completed operations coverage as required by this Agreement, the CITY at its sole discretion may purchase the coverage required and the cost will be paid by CONSULTANT.

13. WORKERS' COMPENSATION. CONSULTANT certifies that he is aware of the provisions of the Labor Code of the State of California which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and CONSULTANT certifies that he will comply with such provisions before commencing the performance of the work of this agreement.
14. NON-DISCRIMINATION. The CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The CONSULTANT will take affirmative action to ensure that applicants are employed and the employees are treated during employment without

regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, advancement, demotion, transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONSULTANT shall at all times be in compliance with the requirements of the Federal Americans With Disabilities Act (Public Law 101-336) which prohibits discrimination on the basis of disability by public entities. The CONSULTANT agrees to post in conspicuous places available to employees and applicants for employment any notices provided by the CITY setting forth the provisions of this non-discrimination clause.

15. Notice. All notices required by this Agreement shall be given to the CITY and CONSULTANT in writing, by first class mail, postage prepaid, addressed as follows:

CITY: City of Foster City
610 Foster City Boulevard
Foster City, CA 94404-2299
Attention: [REDACTED]

CONSULTANT: [REDACTED]
(Fill in CONSULTANT Name, Address, Phone Number, Project Manager and Email Address for CONSULTANT)

16. Non-Assignment. This Agreement is not assignable either in whole or in part.
17. Amendments. This Agreement may be amended or modified only by written agreement signed by both parties.
18. Validity. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
19. Governing Law. This Agreement shall be deemed to have been executed in the County of San Mateo, California. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California, excluding its conflict of laws rules. Any suit or action initiated by either party shall be brought in the County of San Mateo, California unless the parties agree otherwise in a written amendment to this Agreement. In the event of litigation between the parties hereto to enforce any provision of the Agreement, the unsuccessful party will pay the reasonable attorney's fees and expenses of litigation of the successful party.
20. Mediation. Should any dispute arise out of this Agreement, the parties shall meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. Neither party shall be permitted to file legal action without first meeting in mediation and making a good faith attempt to reach a mediated resolution. The costs of the mediator, if any, shall be paid equally by the parties. If a mediated settlement is reached neither party shall be deemed the prevailing party for purposes of the settlement and each party shall bear its own legal costs.

21. Conflict of Interest. CONSULTANT represents and warrants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of work and services required under this Agreement. Without limitation, CONSULTANT represents to and agrees with CITY that CONSULTANT has disclosed any potential conflict of interest, and will have no future conflict of interest, in providing CITY services hereunder, including but not limited to, any interest (financial, share ownership, shared management, shared directors, or reporting responsibilities) CONSULTANT may presently have, or will have in the future, with respect to any other person or entity (including but not limited to potential suppliers, vendors, consultants, contractors, or regulatory agency) which may have an interest in the subject matter of the Services.

22. Liability of CITY.

Except as provided in Exhibit A, Services to be Provided by CONSULTANT and Exhibit C, Insurance, CITY's obligations under this Agreement shall be limited to the payment of the compensation provided for in Paragraphs 1, 3, and 4 of this Agreement,

Notwithstanding any other provision of this Agreement, in no event shall CITY be liable, regardless of whether any claim is based on contract, tort or otherwise, for any special, consequential, indirect or incidental damages, lost profits or revenue, arising out of or in connection with this Agreement, the Services, or the Project.

CITY shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by CONSULTANT, or by any of its employees, even though such equipment be furnished, rented or loaned to CONSULTANT by CITY. The acceptance or use of such equipment by CONSULTANT or any of its employees shall be construed to mean that CONSULTANT accepts full responsibility for and shall exonerate, indemnify, defend and save harmless CITY from and against any and all claims for any damage or injury of any type, including attorneys' fees, arising from the use, misuse or failure of such equipment, whether such damage be to the CONSULTANT, its employees, CITY employees or third parties, or to property belonging to any of the above.

Nothing in this Agreement shall constitute a waiver or limitation of any right or remedy, whether in equity or at law, which CITY or CONSULTANT may have under this Agreement or any applicable law. All rights and remedies of CITY or CONSULTANT, whether under this Agreement or other applicable law, shall be cumulative.

23. Waiver of Default. Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided below.

24. Force Majeure. Except for defaults of subconsultants at any tier, CONSULTANT shall not be liable for any excess costs if the failure to perform the Agreement arises from causes beyond the control and without the fault or negligence of CONSULTANT,

including without limitation failure to reasonably mitigate any adverse impacts (Force Majeure). Force Majeure events include the following:

Acts of God, fires, floods, earthquake, other natural disasters, epidemics and pandemics (other than COVID-19 or variants), abnormal weather conditions beyond the parameters otherwise set forth in this Article, nuclear accidents, strikes, lockouts, freight embargos, interruptions in service by a regulated utility, or governmental statutes or regulations enacted or imposed after the fact (together, “force majeure events”).

[For consideration if applicable:] Any Force Majeure event with a duration in excess of [TBD by Owner—recommend not less than 30] days entitles either party to terminate this Agreement with written notice to the other party, without further penalty or compensation.

25. Entire Agreement. This Agreement, including Exhibits A, B, C, and D comprises the entire Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first above written by their respective officers duly authorized in that behalf.

CITY OF FOSTER CITY

Dated: _____

_____, City Manager
(for contracts less than \$50,000)
[REMOVE signature line if \$50,000 or more]

Dated: _____

_____, Mayor
(for contracts \$50,000 or more)
[REMOVE signature line if less than \$50,000]

ATTEST:

Dated: _____

Priscilla Schaus, City Clerk

APPROVED AS TO FORM

Dated: _____

Benjamin Stock, City Attorney

CONSULTANT

Dated: _____

Type Name & Title of CONSULTANT Authorized to Sign

EXHIBIT A

SERVICES TO BE PROVIDED, PAYMENTS, PROJECTS AND SCHEDULE, AND DELIVERABLES FOR [ENTER PROJECT TITLE]

[EITHER COMPLETE EXHIBIT A OR ATTACH A PROPOSAL/SCOPE OF WORK THAT CONTAINS ALL THE
INFORMATION BELOW AND DELETE THE TEXT BELOW]

SERVICES TO BE PROVIDED

This is an Exhibit attached to, and made a part of and incorporated by reference to the Agreement dated [Date of Agreement](#), by and between [Consultant Name](#), hereinafter referred to as "**CONSULTANT**" and the City of Foster City, hereinafter referred to as "**CITY**" providing for professional services.

1. **Description of the Project:**

1.1 DESCRIPTION: [Description of Project](#)

2. **Basic Services:**

The CITY has developed a general scope of work as described below.

2.1 Task 1 – [Description of Task 1](#)

2.2 Task 2 – [Description of Task 2](#)

2.3 Task 3 – [Description of Task 3](#)

PAYMENTS

1. The maximum payment to CONSULTANT under this Agreement for the Project shall be:
[Maximum Payment Amount](#)

2. METHODS OF PAYMENT FOR CONSULTANT'S SERVICES AND EXPENSES:
[List Methods of Payment](#)

3. TIMES OF PAYMENTS.

[List Times of Payments](#)

PROJECTS AND SCHEDULE

[List Project Schedule](#)

DELIVERABLES

CONSULTANT's deliverables under the Agreement are enunciated throughout the Professional Services Agreement and include but are not limited to the following:

1. PROJECT DELIVERABLES

1.1 **DELIVERABLES:** [List of Deliverables](#)

1.2 **OTHER:**

2. **CONSULTANT SERVICES.** The deliverables considered part of CONSULTANT's professional services are defined as, but are not limited to, the following deliverables:

2.1 **SERVICES:** [List of Services](#)

END OF EXHIBIT A

EXHIBIT B
FEE SCHEDULE

[Specify Consultant's hourly rates for which services hereunder shall be performed]

EXHIBIT C

INSURANCE FORMS

CONSULTANT shall provide, in addition to the Certificates of Insurance, original Endorsement affecting the coverages specified in herein on the attached form. No substitute form will be accepted.

This is an Exhibit to, and made a part of and incorporated by reference to the Agreement dated [Date of Agreement](#), by and between [Consultant Name](#), hereinafter referred to as "**Consultant**", and the City of Foster City, hereinafter referred to as "**City**", providing for professional services.

1. **Consultant's Duty to Show Proof of Insurance.** Consultant, in order to protect City and its Council members, officials, agents, officers, and employees against all claims and liability for death, injury, loss and damage as a result of Consultant's acts, errors, or omissions in connection with the performance of Consultant's obligations, as required in this Agreement, shall secure and maintain insurance as described below. Consultant shall not perform any work under this Agreement until Consultant has obtained all insurance required under this section and the required certificates of insurance and all required endorsements have been filed with the City's authorized insurance representative, insurance Tracking Services Inc. (ITS). Receipt of evidence of insurance that does not comply with all applicable insurance requirements shall not constitute a waiver of the insurance requirements set forth herein. The required documents must be signed by the authorized representative of the insurance company shown on the certificate. Upon request, Consultant shall supply proof that such person is an authorized representative thereof, and is authorized to bind the named underwriter(s) and their company to the coverage, limits and termination provisions shown thereon, Consultant shall promptly deliver to ITS a certificate of insurance, and all required endorsements, with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the term specified herein. Such certificates and endorsements shall be delivered to ITS prior to the expiration date of any policy and bear a notation evidencing payment of the premium thereof if so requested. Consultant shall immediately pay any deductibles and self-insured retentions under all required insurance policies upon the submission of any claim by Consultant or City as an additional insured.

1.1 Insurance Requirements

Commercial General Liability Insurance

Commercial General Liability Insurance including, but not limited to, Contractual Liability Insurance (specifically concerning the indemnity provisions of this Agreement with the City), Products-Completed Operations Hazard, liability for slander, false arrest and invasion of privacy arising out of professional services rendered hereunder, Personal Injury (including bodily injury and death), and Property Damage for liability arising out of Consultant's performance of services under this Agreement. The Commercial General Liability insurance shall contain no exclusions or limitation for independent contractors working on the behalf of the named insured. Consultant shall maintain the Products-Completed Operations Hazard coverage for the longest period allowed by law following termination of this Agreement. The amount of said insurance coverage required by this Agreement shall be the policy limits, which shall be at least two million dollars (\$2,000,000) each occurrence and five million dollars (\$5,000,000) aggregate.

*Please note, the City will require a separate additional insured endorsement for the Commercial General Liability policy, listing the "City of Foster City, its Council members, officials, agents, officers, and employees".

[FOR THE FOLLOWING INSURANCE REQUIREMENTS, PLEASE CONSIDER IF EACH IS APPROPRIATE FOR THE SERVICE TO BE PROVIDED AND FOR THE CONSULTANT. UNCHECK THE CHECKBOX FOR ANY INSURANCE REQUIREMENT THAT IS NOT APPLICABLE. PLEASE CONTACT THE CITY MANAGER'S OFFICE WITH ANY QUESTIONS.]

☒ Business Automobile Liability Insurance

Automobile Liability Insurance against claims of Personal Injury (including bodily injury and death) and Property Damage covering any vehicle and/or all owned, leased, hired and non-owned vehicles used in the performance of Services pursuant to this Agreement with coverage equal to the policy limits, which shall be at least two million dollars (\$2,000,000) each occurrence.

☒ Workers' Compensation Insurance

Consultant shall submit written proof that Consultant is insured against liability for workers' compensation in accordance with the provisions of section 3700 of the California Labor Code. Consultant shall require any Subconsultants to provide workers' compensation for all of the Subconsultants' employees, unless the Subconsultants' employees are covered by the insurance afforded by Consultant. If any class of employees engaged in work or services performed under this Agreement is not covered by California Labor Code section 3700, Consultant shall provide and/or require each Subconsultant to provide adequate insurance for the coverage of employees not otherwise covered. Consultant shall also maintain employer's liability insurance with limits of one million dollars (\$1,000,000) for bodily injury or disease.

☒ Professional Liability Insurance

Professional Liability (Errors and Omissions) Insurance, for liability arising out of, or in connection with, all negligent acts, errors or omissions in connection with services to be provided under this Agreement, with no exclusion for claims of one insured against another insured, with coverage equal to the policy limits, which shall not be less than five million dollars (\$5,000,000) per occurrence and five million dollars (\$5,000,000) aggregate.

☒ Installation Floater

Installation Floater, covering the work performed under this Contract, against all risks of direct physical loss. The policy shall cover the Contractor's labor, materials and equipment, including materials and equipment in transit or away from the project site, to be installed in the existing structure(s). The coverage shall be written for an amount equal to the initial contract amount plus the value of any subsequent change orders, subject to a deductible of not more than [\$10,000] payable by Contractor.

☒ Cyber Liability Insurance

Cyber Liability Insurance, covering network risk and cyber liability (including coverage for unauthorized access, failure of security, breach of privacy perils, as well as notification costs and regulatory defense) in an amount of not less than \$1,000,000. Such insurance shall be maintained in force at all times during the term of the Contract and for a period of two years thereafter for services completed during the term of the Contract.

1.2 Self-Insured Retention

Any self-insured retentions in excess of \$100,000 must be declared on the Certificate of insurance or

other documentation provided to City and must be approved by the City Risk Manager.

1.3 Claims-Made Basis Coverage

If any of the insurance coverages required under this Agreement is written on a claims-made basis, Consultant, at Consultant's option, shall either (i) maintain said coverage for at least five (5) years following the termination of this Agreement with coverage extending back to the effective date of this Agreement; (ii) purchase an extended reporting period of not less than five (5) years following the termination of this Agreement; or (iii) acquire a full prior acts provision on any renewal or replacement policy.

2. **City as Additional Insured**

On Consultant's Commercial General Liability and Automobile policies, the City, its Council members, officers, directors, agents, employees, and volunteers, shall be named as additional insured's, but only with respect to liability arising out of the activities of the named insured. Any endorsement shall be provided using one of the following three options: (i) on ISO form CG 20 10 1 1 85; or (ii) on ISO form CG 20 37 10 01 plus either ISO form CG 20 10 10 01 or CG 20 33 10 01; or (iii) on such other forms which provide coverage at least equal to or better than form CG 20 10 1 1 85.

3. **Insurance terms and conditions:**

3.1 Cancellation of Insurance

The above stated insurance coverages required to be maintained by Consultant shall be maintained until the completion of all of Consultant's obligations under this Agreement except as otherwise indicated herein. Each insurance policy supplied by Consultant shall not be suspended, voided, cancelled or reduced in coverage or in limits except after ten (10) days written notice by Consultant in the case of non-payment of premiums, or thirty (30) days written notice in all other cases. This notice requirement does not waive the insurance requirements stated herein. Consultant shall immediately obtain replacement coverage for any insurance policy that is terminated, canceled, non-renewed, or whose policy limits have been exhausted or upon insolvency of the insurer that issued the policy.

3.2 All insurance shall be issued by a company or companies admitted to do business in California and listed in the current "Best's Key Rating Guide" publication with a minimum rating of A-; VII Any exception to these requirements must be approved by the City Risk Manager.

3.3 If Consultant is, or becomes during the term of this Agreement, self-insured or a member of a self-insurance pool, Consultant shall provide coverage equivalent to the insurance coverages and endorsements required above. The City will not accept such coverage unless the City determines, in its sole discretion and by written acceptance, that the coverage proposed to be provided by Consultant is equivalent to the above-required coverages.

3.4 For any claims related to the Agreement, the Consultant's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

3.5 Insurance coverages in the minimum amounts set forth herein shall not be construed to relieve Consultant for any liability, whether within, outside, or in excess of such coverage, and regardless of solvency or insolvency of the insurer that issues the coverage; nor shall it preclude the City from taking such other actions as are available to it under any other provision of this Agreement or otherwise in law.

3.6 Failure by Consultant to maintain all such insurance in effect at all times required by this Agreement shall be a material breach of this Agreement by Consultant. City, at its sole option, may terminate this Agreement and obtain damages from Consultant resulting from said breach. Alternatively, City may purchase such required insurance coverage, and without further notice to Consultant, City shall deduct from sums due to Consultant any premiums and associated costs advanced or paid by City for such insurance. If the balance of monies obligated to Consultant pursuant to this Agreement are insufficient to reimburse City for the premiums and any associated costs, Consultant agrees to reimburse City for the premiums and pay for all costs associated with the purchase of said insurance. Any failure by City to take this alternative action shall not relieve Consultant of its obligation to obtain and maintain the insurance coverages required by this Agreement.

3.7 Should any of the required insurance (other than errors and omissions insurance) be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defenses costs be included in such general aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limit specified above.

3.8 City may (but is under no obligation to) secure project-specific insurance, wrap-up insurance, or administer an owner controlled insurance program ("OCIP"), in which case Consultant and its subconsultants shall communicate this fact to their insurance carriers and request that the risk of this project be excluded from their practice policies. Consultant's fees under this Agreement (and the fee of its subconsultants under subconsultant agreements) shall be reduced by the amount of insurance premiums that may be avoided by Consultant and its subconsultants by virtue of the City's obtaining the project-specific insurance, wrap-up insurance or administering an OCIP, and the exclusion of this project from coverage of Consultant's and subconsultants policies. Construction . Manager and its subconsultants shall afford City access to their books and records and cooperate with City in verifying the amount of savings realized.

ATTACHED

1. Insurance Coverage Form

EXHIBIT C

This **INSURANCE COVERAGE FORM** modifies or documents insurance provided under the following:

Named Insured: _____ Effective Work Date(s): _____

Description of Work/Locations/Vehicles: _____

ADDITIONAL INSURED:

City of Foster City (CITY)
610 Foster City Boulevard, Foster City, CA 94404
Attention: _____
Contract Administrator

Endorsement and Certificates of Insurance Required		Insurer	Policy No.
The Additional Insured, its elected or appointed officers, officials, employees and volunteers are included as insureds with regard to damages and defense of claims arising from: (Check all that apply)			
<input type="checkbox"/>	General Liability: (a) activities performed by or on behalf of the Named Insured, (b) products and completed operations of the Named Insured, (c) premises owned, leased occupied or used by the Named Insured, and/or (d) permits issued for operations performed by the Named Insured. {Note: MEETS OR EXCEEDS ISO Form # CG 20 10 11 85}		
<input type="checkbox"/>	Auto Liability: the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Named Insured, regardless of whether liability is attributable to the Named Insured or a combination of the Named Insured and the Additional Insured, its elected or appointed officers, officials, employees or volunteers.		
<input type="checkbox"/>	Other: [Cyber Liability, Installation Floater, etc.]		
Certificates of Insurance Required (no endorsement needed) (Check all that apply)		Insurer	Policy No.
<input type="checkbox"/>	Workers Compensation: work performed by employees of the Named Insured while those employees are engaged in work under the simultaneous directions and control of the Named Insured and the Additional Insured.		
<input type="checkbox"/>	Professional Liability:		

PRIMARY/NON-CONTRIBUTORY: This insurance is primary and is not additional to or contributing with any other insurance carried by or for the benefit of Additional Insureds.

SEVERABILITY OF INTEREST: The insurance afforded by this policy applies separately to each insured who is seeking coverage or against whom a claim is made or a suit is brought, except with respect to the insurer's limit of liability.

PROVISIONS REGARDING THE INSURED'S DUTIES AFTER ACCIDENT OR LOSS: Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Additional Insured, its elected or appointed officers,

officials, employees, or volunteers.

CANCELLATION NOTICE. The insurance afforded by this policy shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice (ten (10) days if canceled due to non-payment) by regular mail return receipt requested has been given to the Additional Insured. Such notice shall be addressed as shown above.

WAIVER OF SUBROGATION: The insurer(s) named above agree to waive all rights of subrogation against the CITY, its elected or appointed officers, officials, agents, volunteers and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for the CITY.

Nothing herein contained shall vary, alter or extend any provision or condition of the Policy other than as above stated.

SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER

I, _____(print/type name), warrant that I have authority to bind the above-named insurance company and by my signature hereon do so bind this company.

SIGNATURE OF AUTHORIZED REPRESENTATIVE (original signature required)

ORGANIZATION: _____ **TITLE:** _____

ADDRESS: _____

TELEPHONE: () _____ **DATE ISSUED:** _____

EXHIBIT D
COVID-19 AMENDMENT/ATTACHMENT
(Consulting Agreement Form)

This COVID-19 Amendment/Attachment amends the Agreement between _____
("City") and _____ ("Consultant") dated _____.

1. Definitions

A. The 2019 novel coronavirus and the disease it causes are collectively referred to herein as "**COVID-19**".

B. A "**COVID-19 Condition**" is something attributable to COVID-19 not caused by the Consultant (which for purposes herein includes all subconsultants) and beyond its reasonable control including but not limited to COVID-19 Proclamations and supply chain disruptions due to COVID-19, and other circumstances concerning COVID-19 not caused by the Consultant and which are beyond its reasonable control.

C. A "**COVID-19 Proclamation**" includes but is not limited to orders, directives and guidance concerning COVID-19 that have been issued, and which may be issued from time to time, by public agencies or regulatory bodies, the CDC or OSHA or Cal/OSHA, including without limitation the Cal/OSHA COVID-19 Prevention Emergency Temporary Standards. Consultant acknowledges that those orders, directives and guidance may require the Project to shut down or otherwise increase the Consultant's cost or time of performance by calling for things such as social distancing and the use of personal protective equipment. In the event of conflicting COVID-19 Proclamations, the Consultant shall follow the most applicable, restrictive and newest COVID-19 Proclamations.

D. An "**Unknown COVID-19 Condition**" is a COVID-19 Condition the Consultant did not know about, and reasonably should not have known about, as of the date the Consultant submitted its proposal. The requirements contained in COVID-19 Proclamations issued before submission of a proposal are not Unknown COVID-19 Conditions, and the Consultant will be deemed to have knowledge of those requirements.

E. An "**Unknown COVID-19 Cost**" is a cost that: (i) is solely attributable to an Unknown COVID-19 Condition; (ii) is reasonable and unavoidable under the circumstances; (iii) is not the result of the Consultant's failure to comply with the contract documents or a COVID-19 Proclamation; and (iv) is not the result of a subconsultants failure to comply with a COVID-19 Proclamation in connection with the performance of the Services.

2. COVID-19 Conditions and Proposal. Consultant is expected to know and is deemed to have known about COVID-19 Conditions when it submits its proposal, and COVID-19 Conditions must be accounted for in the Consultant's price and schedule. In order to be entitled to any relief from a COVID-19 Condition, the Consultant must demonstrate that the issue, cost or delay is due to an Unknown COVID-19 Condition.

3. Compliance with COVID-19 Proclamations.

A. Consultant shall comply with COVID-19 Proclamations in the performance of the

Services, irrespective of when the COVID-19 Proclamations are issued, and as they pertain to performance of the Services. The cost of such compliance is non-compensable, except as otherwise expressly stated herein.

B. Consultant is responsible to ensure that its subconsultants and suppliers comply with COVID-19 Proclamations at all times in connection with the performance of their Services.

4. Delay. The Consultant is entitled to a reasonable time extension for an Unknown COVID-19 Condition. Such time extension is non-compensable.

5. City Directed Suspension. The City may suspend Services due to COVID-19 health concerns, even though the Consultant may be allowed to proceed with the Services based on COVID-19 Proclamations. The City may suspend the Services for its convenience. The Consultant is entitled to a time extension for a City Directed Suspension, and the contract amount will be equitably adjusted if and to the extent Consultant incurs increased costs that are Unknown COVID-19 Costs.

6. Compensation for COVID-19 Costs. City will reimburse the Consultant for Unknown COVID-19 Costs that are not included in the schedule of values.

7. Safe Work Practices. Consultant shall implement safe work practices recommended by CDC or OSHA or Cal/OSHA, which may include, inter alia, screening all employees, subconsultants, or others (“worker(s)”) at all locations where Services are performed for signs and symptoms of COVID-19; adopting staggered work schedules, e.g., providing alternating workdays or extra shifts, to reduce the total number of employees on a site at any given time and to ensure physical distancing; identifying choke points where workers are forced to stand together, such as hallways and elevators, ingress and egress points, break areas, and buses, and implement policies to maintain social distancing; coordinating deliveries in line with the employer's minimal contact and cleaning protocols; and instituting a rigorous housekeeping program to reduce dust levels at all exterior locations. Consultant remains fully responsible for following and complying with changes to recommended safe work practices from time to time.

8. Monitoring and Reporting. City may require the Consultant to actively monitor the health of its workers through temperature checks and questionnaires of major COVID-19 symptoms, including but not limited to cough, fever above 100.4 degrees Fahrenheit and shortness of breath. Consultant shall immediately report to City any outbreaks of COVID-19 among its workers. The Consultant shall not knowingly allow any worker who has tested positive with COVID-19 to enter a City building. In the event of an outbreak or an exposure to COVID-19, the City may impose appropriate mitigation strategies which may be in consultation with the public health officer.

9. Conflicts. In the event of an inconsistency between this COVID-19 Amendment and the Agreement, this Addendum shall control.

[Signatures on Next Page]

IN WITNESS WHEREOF, the City and Consultant have executed this Covid-19 Amendment as of the date set forth above.

CONSULTANT:

CITY:

Signature

Signature

Print Name & Title

Print Name & Title

Senate Bill No. 1425

CHAPTER 997

An act to add Section 65565.5 to the Government Code, relating to local government.

[Approved by Governor September 30, 2022. Filed with Secretary of State September 30, 2022.]
legislative counsel's digest

SB 1425, Stern. Open-space element: updates.

Existing law requires cities and counties to prepare, adopt, and amend general plans and elements of those plans, as specified. Existing law requires the general plan to include a housing element and an open-space element, which is also called an open-space plan. Existing law sets forth various deadlines for updates to the housing element.

This bill would require every city and county to review and update its local open-space plan by January 1, 2026. The bill would require the local open-space plan update to include plans and an action program that address specified issues, including climate resilience and other cobenefits of open space, correlated with the safety element. By imposing additional duties on local officials, the bill would create a state-mandated local program.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that no reimbursement is required by this act for a specified reason.

The bill would include findings that changes proposed by this bill address a matter of statewide concern rather than a municipal affair and, therefore, apply to all cities, including charter cities.

The people of the State of California do enact as follows:

SECTION 1. Section 65565.5 is added to the Government Code, to read:

65565.5. (a) Every city and county shall review and update its local open-space plan by January 1, 2026. The update shall include plans and an action program, as required by Section 65564, that address all of the following:

- 1) Access to open space for all residents in a manner that considers social, economic, and racial equity, correlated with the environmental justice element or environmental justice policies in the general plan, as applicable.
- 2) Climate resilience and other cobenefits of open space, correlated with the safety element.
- 3) Rewilding opportunities, correlated with the land use element.
- b) For purposes of this section, "rewilding opportunities" may include, but are not limited to, the following:
 - 1) Opportunities to preserve, enhance, and expand an integrated network of open space to support beneficial uses, such as habitat, recreation, natural resources, historic and tribal resources, water management, and aesthetics.
 - 2) Establishing a natural communities conservation plan to provide for coordinated mitigation of the impacts of new development.

SEC. 2. No reimbursement is required by this act pursuant to Section 6 of Article XIII B of the California Constitution because a local agency or school district has the authority to levy service charges, fees, or assessments sufficient to pay for the program or level of service mandated by this act, within the meaning of Section 17556 of the Government Code.

SEC. 3. The Legislature finds and declares that the preservation of open space is a matter of statewide concern and is not a municipal affair as that term is used in Section 5 of Article XI of the California Constitution. Therefore, Section 1 of this act adding Section 65565.5 to the Government Code applies to all cities, including charter cities.

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An act to amend Section 65302 of the Government Code, relating to land use.

LEGISLATIVE COUNSEL'S DIGEST

AB 1889, Friedman. Conservation element: wildlife and habitat connectivity.

Existing law, the Planning and Zoning Law, requires the legislative body of a city or county to adopt a comprehensive general plan that includes various elements, including land use, housing, and conservation elements, as specified. Existing law requires the conservation element to consider the effect of development within the jurisdiction on natural resources located on public lands.

This bill would additionally require the conservation element to consider the effect of development within the jurisdiction on the movement of wildlife and habitat connectivity. The bill would require the conservation element, upon the next update of one or more elements on or after January 1, 2028, to, among other things, identify and analyze connectivity areas, permeability, and natural landscape areas within the jurisdiction, identify and analyze existing or planned wildlife passage features, and consider the impacts of development and the barriers caused by development to wildlife, as defined, and habitat connectivity. The bill would authorize a city, county, or city and county to incorporate by reference into its general plan an existing plan, including a certified local coastal plan, that meets these requirements. The bill would authorize a city, county, or city and county preparing to update its conservation element to consider incorporating appropriate standards, policies, and feasible implementation programs, consult with specified entities, and consider relevant best available science and the most appropriately scaled scientific information on linkages, corridors, and other locations that are essential to maintain landscape connectivity. The bill would authorize a city, county, or city and county to consult with other appropriate entities and meet the above-described requirements in a separate component or section of the general plan entitled a wildlife connectivity

element. The bill would include related legislative findings and declarations. By adding to the duties of county and city officials in the administration of their land use planning duties, this bill would impose a state-mandated local program.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that no reimbursement is required by this act for a specified reason.

The people of the State of California do enact as follows:

SECTION 1. (a) The Legislature finds and declares all of the following:

(1) Development and human activities adversely impact wildlife by reducing or eliminating their core habitat, severing connections between habitats, and interfering with their behavioral patterns and ability to access food, water, shelter, and genetically diverse mates.

(2) Climate change is a significant threat to California's biodiversity. As climate change alters the habitat, ranges, and movement patterns of numerous animals and plants, wildlife must have the ability to shift their ranges to effectively adapt to changed climatic conditions and resource availability. Moreover, wildlife must be able to move to effectively respond to extreme weather events, includes wildfire, drought, and floods.

(3) Executive Order No. N-82-20, codified by the Legislature in Section 71450 of the Public Resources Code, declared that it is the goal of the state to conserve at least 30 percent of California's land and coastal waters by 2030 to combat the climate and biodiversity crisis. Wildlife connectivity contributes to the preservation and restoration of biodiversity by ensuring that wildlife has the opportunity to move through the landscape to forage, find mates and reproduce, seek shelter from stochastic events including flooding or wildfires, and adapt to the impacts of climate change.

(4) The public trust doctrine, codified in Section 1600 of the Fish and Game Code among other sections, holds that wildlife is held in trust for the people and that the protection and conservation

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of fish and wildlife is of utmost public interest. The California Constitution grants cities and counties the power to control and organize development within their boundaries as a means of serving the general welfare. Because cities and counties have the power to control development decisions within their boundaries, they have a responsibility under the public trust doctrine to do so in a manner that protects fish and wildlife and habitat connectivity.

(5) It is therefore the policy of the state to protect, restore, and improve the functioning of fish, wildlife, and habitat connectivity through local government land use planning and zoning.

(b) It is the intent of the Legislature that, in carrying out the policy of the state, local jurisdictions, including cities and counties, shall consider and implement measures to avoid, minimize, or mitigate impacts to fish, wildlife, and habitat connectivity from existing and planned land uses within their jurisdictions. It is further the intent of the Legislature that local jurisdictions, including cities and counties, implement measures to remediate barriers to wildlife connectivity within their jurisdictions to the extent feasible.

(c) This act shall be known, and may be cited, as the Room to Roam Act.

SEC. 2. Section 65302 of the Government Code is amended to read:

65302. The general plan shall consist of a statement of development policies and shall include a diagram or diagrams and text setting forth objectives, principles, standards, and plan proposals. The plan shall include the following elements:

(a) A land use element that designates the proposed general distribution and general location and extent of the uses of the land for housing, business, industry, open space, including agriculture, natural resources, recreation, and enjoyment of scenic beauty, education, public buildings and grounds, solid and liquid waste disposal facilities, greenways, as defined in Section 816.52 of the Civil Code, and other categories of public and private uses of land. The location and designation of the extent of the uses of the land for public and private uses shall consider the identification of land and natural resources pursuant to paragraph (3) of subdivision (d). The land use element shall include a statement of the standards of population density and building intensity recommended for the various districts and other territory covered by the plan. The land

use element shall identify and annually review those areas covered by the plan that are subject to flooding identified by flood plain mapping prepared by the Federal Emergency Management Agency (FEMA) or the Department of Water Resources. The land use element shall also do both of the following:

(1) Designate in a land use category that provides for timber production those parcels of real property zoned for timberland production pursuant to the California Timberland Productivity Act of 1982 (Chapter 6.7 (commencing with Section 51100) of Part 1 of Division 1 of Title 5).

(2) Consider the impact of new growth on military readiness activities carried out on military bases, installations, and operating and training areas, when proposing zoning ordinances or designating land uses covered by the general plan for land, or other territory adjacent to military facilities, or underlying designated military aviation routes and airspace.

(A) In determining the impact of new growth on military readiness activities, information provided by military facilities shall be considered. Cities and counties shall address military impacts based on information from the military and other sources.

(B) The following definitions govern this paragraph:

(i) “Military readiness activities” mean all of the following:

(I) Training, support, and operations that prepare the members of the military for combat.

(II) Operation, maintenance, and security of any military installation.

(III) Testing of military equipment, vehicles, weapons, and sensors for proper operation or suitability for combat use.

(ii) “Military installation” means a base, camp, post, station, yard, center, homeport facility for any ship, or other activity under the jurisdiction of the United States Department of Defense as defined in paragraph (1) of subsection (e) of Section 2687 of Title 10 of the United States Code.

(b) (1) A circulation element consisting of the general location and extent of existing and proposed major thoroughfares, transportation routes, terminals, any military airports and ports, and other local public utilities and facilities, all correlated with the land use element of the plan.

(2) (A) Commencing January 1, 2011, upon any substantive revision of the circulation element, the legislative body shall

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modify the circulation element to plan for a balanced, multimodal transportation network that meets the needs of all users of streets, roads, and highways for safe and convenient travel in a manner that is suitable to the rural, suburban, or urban context of the general plan.

(B) Upon any substantive revision of the circulation element on or after January 1, 2025, the legislative body shall do all of the following:

(i) Incorporate the principles of the Federal Highway Administration's Safe System Approach, in the circulation element by including policies that aim to eliminate fatal and serious injuries for all road users through a holistic view of the roadway system, including provisions that account for human error, recognize vulnerable road users, and promote redundant and proactive safety measures.

(ii) Develop bicycle plans, pedestrian plans, and traffic calming plans based on the policies and goals in the circulation element that shall address all of the following for any urbanized area within the scope of the general plan:

(I) Identify safety corridors and any land or facility that generates high concentrations of bicyclists or pedestrians.

(II) Use evidence-based strategies, including strategies identified in the United States Department of Transportation's Strategic Highway Safety Plan to develop safety measures specific to those areas that are intended to eliminate traffic fatalities, with an emphasis on fatalities of bicyclists, pedestrians, and users of any other form of micromobility device in the areas identified in subclause (I).

(III) Set goals for initiation and completion of all actions identified in the plans within 25 years of the date of adoption of the modified circulation element based upon projected development activities within urbanized areas within the scope of the general plan and projected availability of revenues.

(C) (i) A county or city shall begin implementation of the modified circulation element plan specified in subparagraph (B) within two years of the date of adoption of the plan.

(ii) A county or city shall regularly review the progress towards and identify impediments to completing implementation of the plan for a multimodal transportation network, including all bicycle plans, pedestrian plans, and traffic calming plans iterated in the

modified circulation element, and the construction of any related infrastructure.

(iii) A county or city shall consider revising the circulation element if, following the review under clause (ii), the county or city determines it will not reach the goals of the bicycle, pedestrian, or traffic calming plans within 25 years of the date of adoption of the modified circulation element.

(D) For the purposes of this paragraph, the following definitions shall apply:

(i) “Business activity district” has the same meaning as defined in Section 22358.9 of the Vehicle Code.

(ii) “Land facilities that generate high concentrations of bicyclists or pedestrians” has the same meaning as described in Section 22358.7 of the Vehicle Code.

(iii) “Micromobility device” means a bicycle, electric bicycle, or motorized scooter as those terms are defined and described in Division 1 (commencing with Section 100) of the Vehicle Code.

(iv) “Safety corridor” has the same meaning as defined in Section 22358.7 of the Vehicle Code.

(v) “Urbanized area” has the same meaning as defined in Section 21071 of the Public Resources Code.

(E) For purposes of this paragraph, “users of streets, roads, and highways” mean bicyclists, children, persons with disabilities, motorists, movers of commercial goods, pedestrians, users of public transportation, and seniors.

(c) A housing element as provided in Article 10.6 (commencing with Section 65580).

(d) (1) A conservation element for the conservation, development, and utilization of natural resources, including water and its hydraulic force, forests, soils, rivers and other waters, harbors, fisheries, wildlife, minerals, and other natural resources. The conservation element shall consider the effect of development within the jurisdiction, as described in the land use element, on natural resources located on public lands, including military installations. The conservation element shall consider the effect of development within the jurisdiction, as described in the land use element, on the movement of wildlife and habitat connectivity. That portion of the conservation element including waters shall be developed in coordination with any countywide water agency and with all district and city agencies, including flood management,

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water conservation, or groundwater agencies that have developed, served, controlled, managed, or conserved water of any type for any purpose in the county or city for which the plan is prepared. Coordination shall include the discussion and evaluation of any water supply and demand information described in Section 65352.5, if that information has been submitted by the water agency to the city or county.

(2) The conservation element may also cover all of the following:

(A) The reclamation of land and waters.

(B) Prevention and control of the pollution of streams and other waters.

(C) Regulation of the use of land in stream channels and other areas required for the accomplishment of the conservation plan.

(D) Prevention, control, and correction of the erosion of soils, beaches, and shores.

(E) Protection of watersheds.

(F) The location, quantity, and quality of the rock, sand, and gravel resources.

(3) Upon the next revision of the housing element on or after January 1, 2009, the conservation element shall identify rivers, creeks, streams, flood corridors, riparian habitats, and land that may accommodate floodwater for purposes of groundwater recharge and stormwater management.

(4) Upon the adoption or next revision of one or more elements on or after January 1, 2028, the conservation element shall be updated to:

(A) Identify and analyze connectivity areas, permeability, and natural landscape areas within the jurisdiction, as those terms are defined in Section 158 of the Streets and Highways Code.

(B) Identify and analyze existing or planned wildlife passage features, as defined in Section 158 of the Streets and Highways Code, including, but not limited to, wildlife passage features included in the inventory of connectivity needs on the state highway system, as described in Section 158.1 of the Streets and Highways Code, to ensure that planned development does not undermine the effectiveness of existing and potential wildlife passage features, as defined in Section 158 of the Streets and Highways Code.

(C) (i) Consider the impacts of development and the barriers caused by development to wildlife and habitat connectivity.

(ii) For the purposes of this subparagraph, “wildlife” has the same meaning as defined in Section 89.5 of the Fish and Game Code.

(D) Avoid, minimize, or mitigate impacts and barriers to wildlife movement to the extent feasible.

(E) Analyze and consider opportunities to remediate existing barriers to wildlife connectivity and restore degraded habitat and open space.

(5) If a city, county, or city and county has already included policies in existing plans, including its certified local coastal plan, that meet the requirements of paragraph (4), the city, county, or city and county may incorporate the plan by reference into the general plan to comply with this section.

(6) In preparing to update the conservation element, the city, county, or city and county may do any of the following:

(A) Consider incorporating appropriate standards, policies, and feasible implementation programs such as wildlife-friendly fencing and lighting, buffers from sensitive resources, prohibitions on invasive plants, habitat connectivity overlay zones, and compact development standards, or consider whether adoption of ordinances is necessary to feasibly implement these standards, policies, and implementation programs, and include goals to adopt any necessary ordinances.

(B) Consult with the Department of Fish and Wildlife, any California Native American tribe that is on the contact list maintained by the Native American Heritage Commission and that has traditional lands located within the city, county, or city and county’s jurisdiction, and any open-space district that owns lands designated for conservation within the city, county, or city and county’s jurisdiction. Upon receiving a request for consultation, the department, tribe, or district may, in its sole discretion, accept or refuse to consult, based on the priority of natural resources impacted or other factors.

(C) Consider relevant best available science as appropriate, including, but not limited to, peer-reviewed literature, citable publicly available datasets, publicly sourced online datasets, and information and reports from government agencies, California Native American tribes, and academic institutions.

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(D) Consider the most appropriately scaled scientific information on linkages, corridors, and other locations that are essential to maintain landscape connectivity, including, but not limited to, any of the following:

(i) Habitat linkages and wildlife corridors, such as those identified and summarized in the Areas of Conservation Emphasis, as defined by subdivision (a) of Section 1851 of the Fish and Game Code, and in regional habitat connectivity assessments.

(ii) Wildlife corridors, such as migration corridors identified by global positioning system collar studies.

(iii) Wildlife movement barriers, such as connectivity areas, as defined by subdivision (a) of Section 158 of the Street and Highways Code, and barriers identified by the Department of Fish and Wildlife's Restoring California's Wildlife Connectivity report.

(iv) Other connectivity considerations, such as those outlined in the State Wildlife Action Plan, habitat conservation plans approved pursuant to Section 1539 of Title 16 of the United States Code, natural community conservation plans approved pursuant to Chapter 10 (commencing with Section 2800) of Division 3 of the Fish and Game Code, regional conservation investment strategies approved pursuant to Chapter 9 (commencing with Section 1850) of Division 2 of the Fish and Game Code, and other relevant plans, policies, and ordinances adopted by neighboring jurisdictions.

(7) In preparing to update the conservation element, the city, county, or city and county may consult with other appropriate local, state, or federal agencies, or academic institutions, as deemed appropriate by the city or county.

(8) The city, county, or city and county may meet the requirements in paragraphs (4) through (6), inclusive, in a separate component or section of the general plan entitled a wildlife connectivity element.

(e) An open-space element as provided in Article 10.5 (commencing with Section 65560).

(f) (1) A noise element that shall identify and appraise noise problems in the community. The noise element shall analyze and quantify, to the extent practicable, as determined by the legislative body, current and projected noise levels for all of the following sources:

(A) Highways and freeways.

(B) Primary arterials and major local streets.

(C) Passenger and freight online railroad operations and ground rapid transit systems.

(D) Commercial, general aviation, heliport, helistop, and military airport operations, aircraft overflights, jet engine test stands, and all other ground facilities and maintenance functions related to airport operation.

(E) Local industrial plants, including, but not limited to, railroad classification yards.

(F) Other ground stationary noise sources, including, but not limited to, military installations, identified by local agencies as contributing to the community noise environment.

(2) Noise contours shall be shown for all of these sources and stated in terms of community noise equivalent level (CNEL) or day-night average sound level (L_{dn}). The noise contours shall be prepared on the basis of noise monitoring or following generally accepted noise modeling techniques for the various sources identified in subparagraphs (A) to (F) of paragraph (1), inclusive.

(3) The noise contours shall be used as a guide for establishing a pattern of land uses in the land use element that minimizes the exposure of community residents to excessive noise.

(4) The noise element shall include implementation measures and possible solutions that address existing and foreseeable noise problems, if any. The adopted noise element shall serve as a guideline for compliance with the state's noise insulation standards.

(g) (1) A safety element for the protection of the community from any unreasonable risks associated with the effects of seismically induced surface rupture, ground shaking, ground failure, tsunami, seiche, and dam failure; slope instability leading to mudslides and landslides; subsidence; liquefaction; and other seismic hazards identified pursuant to Chapter 7.8 (commencing with Section 2690) of Division 2 of the Public Resources Code, and other geologic hazards known to the legislative body; flooding; and wildland and urban fires. The safety element shall include mapping of known seismic and other geologic hazards. It shall also address evacuation routes, military installations, peakload water supply requirements, and minimum road widths and clearances around structures, as those items relate to identified fire and geologic hazards.

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(2) The safety element, upon the next revision of the housing element on or after January 1, 2009, shall also do the following:

(A) Identify information regarding flood hazards, including, but not limited to, the following:

(i) Flood hazard zones. As used in this subdivision, “flood hazard zone” means an area subject to flooding that is delineated as either a special hazard area or an area of moderate or minimal hazard on an official flood insurance rate map issued by FEMA. The identification of a flood hazard zone does not imply that areas outside the flood hazard zones or uses permitted within flood hazard zones will be free from flooding or flood damage.

(ii) National Flood Insurance Program maps published by FEMA.

(iii) Information about flood hazards that is available from the United States Army Corps of Engineers.

(iv) Designated floodway maps that are available from the Central Valley Flood Protection Board.

(v) Dam failure inundation maps prepared pursuant to Section 6161 of the Water Code that are available from the Department of Water Resources.

(vi) Awareness Floodplain Mapping Program maps and 200-year flood plain maps that are or may be available from, or accepted by, the Department of Water Resources.

(vii) Maps of levee protection zones.

(viii) Areas subject to inundation in the event of the failure of project or nonproject levees or floodwalls.

(ix) Historical data on flooding, including locally prepared maps of areas that are subject to flooding, areas that are vulnerable to flooding after wildfires, and sites that have been repeatedly damaged by flooding.

(x) Existing and planned development in flood hazard zones, including structures, roads, utilities, and essential public facilities.

(xi) Local, state, and federal agencies with responsibility for flood protection, including special districts and local offices of emergency services.

(B) Establish a set of comprehensive goals, policies, and objectives based on the information identified pursuant to subparagraph (A), for the protection of the community from the unreasonable risks of flooding, including, but not limited to:

(i) Avoiding or minimizing the risks of flooding to new development.

(ii) Evaluating whether new development should be located in flood hazard zones, and identifying construction methods or other methods to minimize damage if new development is located in flood hazard zones.

(iii) Maintaining the structural and operational integrity of essential public facilities during flooding.

(iv) Locating, when feasible, new essential public facilities outside of flood hazard zones, including hospitals and health care facilities, emergency shelters, fire stations, emergency command centers, and emergency communications facilities or identifying construction methods or other methods to minimize damage if these facilities are located in flood hazard zones.

(v) Establishing cooperative working relationships among public agencies with responsibility for flood protection.

(C) Establish a set of feasible implementation measures designed to carry out the goals, policies, and objectives established pursuant to subparagraph (B).

(3) Upon the next revision of the housing element on or after January 1, 2014, the safety element shall be reviewed and updated as necessary to address the risk of fire for land classified as state responsibility areas, as defined in Section 4102 of the Public Resources Code, and land classified as very high fire hazard severity zones, as defined in Section 51177. This review shall consider the advice included in the Office of Planning and Research's most recent publication of "Fire Hazard Planning, General Plan Technical Advice Series" and shall also include all of the following:

(A) Information regarding fire hazards, including, but not limited to, all of the following:

(i) Fire hazard severity zone maps available from the Office of the State Fire Marshal.

(ii) Any historical data on wildfires available from local agencies or a reference to where the data can be found.

(iii) Information about wildfire hazard areas that may be available from the United States Geological Survey.

(iv) General location and distribution of existing and planned uses of land in very high fire hazard severity zones and in state responsibility areas, including structures, roads, utilities, and

essential public facilities. The location and distribution of planned uses of land shall not require defensible space compliance measures required by state law or local ordinance to occur on publicly owned lands or open-space designations of homeowner associations.

(v) Local, state, and federal agencies with responsibility for fire protection, including special districts and local offices of emergency services.

(B) A set of goals, policies, and objectives based on the information identified pursuant to subparagraph (A) for the protection of the community from the unreasonable risk of wildfire.

(C) A set of feasible implementation measures designed to carry out the goals, policies, and objectives based on the information identified pursuant to subparagraph (B), including, but not limited to, all of the following:

(i) Avoiding or minimizing the wildfire hazards associated with new uses of land.

(ii) Locating, when feasible, new essential public facilities outside of high fire risk areas, including, but not limited to, hospitals and health care facilities, emergency shelters, emergency command centers, and emergency communications facilities, or identifying construction methods or other methods to minimize damage if these facilities are located in a state responsibility area or very high fire hazard severity zone.

(iii) Designing adequate infrastructure if a new development is located in a state responsibility area or in a very high fire hazard severity zone, including safe access for emergency response vehicles, visible street signs, and water supplies for structural fire suppression.

(iv) Working cooperatively with public agencies with responsibility for fire protection.

(D) If a city or county has adopted a fire safety plan or document separate from the general plan, an attachment of, or reference to, a city or county's adopted fire safety plan or document that fulfills commensurate goals and objectives and contains information required pursuant to this paragraph.

(4) Upon the next revision of a local hazard mitigation plan, adopted in accordance with the federal Disaster Mitigation Act of 2000 (Public Law 106-390), on or after January 1, 2017, or, if a local jurisdiction has not adopted a local hazard mitigation plan, beginning on or before January 1, 2022, the safety element shall

be reviewed and updated as necessary to address climate adaptation and resiliency strategies applicable to the city or county. This review shall consider advice provided in the Office of Planning and Research's General Plan Guidelines and shall include all of the following:

(A) (i) A vulnerability assessment that identifies the risks that climate change poses to the local jurisdiction and the geographic areas at risk from climate change impacts, including, but not limited to, an assessment of how climate change may affect the risks addressed pursuant to paragraphs (2) and (3).

(ii) Information that may be available from federal, state, regional, and local agencies that will assist in developing the vulnerability assessment and the adaptation policies and strategies required pursuant to subparagraph (B), including, but not limited to, all of the following:

(I) Information from the internet-based Cal-Adapt tool.

(II) Information from the most recent version of the California Adaptation Planning Guide.

(III) Information from local agencies on the types of assets, resources, and populations that will be sensitive to various climate change exposures.

(IV) Information from local agencies on their current ability to deal with the impacts of climate change.

(V) Historical data on natural events and hazards, including locally prepared maps of areas subject to previous risk, areas that are vulnerable, and sites that have been repeatedly damaged.

(VI) Existing and planned development in identified at-risk areas, including structures, roads, utilities, and essential public facilities.

(VII) Federal, state, regional, and local agencies with responsibility for the protection of public health and safety and the environment, including special districts and local offices of emergency services.

(B) A set of adaptation and resilience goals, policies, and objectives based on the information specified in subparagraph (A) for the protection of the community.

(C) A set of feasible implementation measures designed to carry out the goals, policies, and objectives identified pursuant to subparagraph (B), including, but not limited to, all of the following:

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(i) Feasible methods to avoid or minimize climate change impacts associated with new uses of land.

(ii) The location, when feasible, of new essential public facilities outside of at-risk areas, including, but not limited to, hospitals and health care facilities, emergency shelters, emergency command centers, and emergency communications facilities, or identifying construction methods or other methods to minimize damage if these facilities are located in at-risk areas.

(iii) The designation of adequate and feasible infrastructure located in an at-risk area.

(iv) Guidelines for working cooperatively with relevant local, regional, state, and federal agencies.

(v) The identification of natural infrastructure that may be used in adaptation projects, where feasible. Where feasible, the plan shall use existing natural features and ecosystem processes, or the restoration of natural features and ecosystem processes, when developing alternatives for consideration. For purposes of this clause, “natural infrastructure” means using natural ecological systems or processes to reduce vulnerability to climate change related hazards, or other related climate change effects, while increasing the long-term adaptive capacity of coastal and inland areas by perpetuating or restoring ecosystem services. This includes, but is not limited to, the conservation, preservation, or sustainable management of any form of aquatic or terrestrial vegetated open space, such as beaches, dunes, tidal marshes, reefs, seagrass, parks, rain gardens, and urban tree canopies. It also includes systems and practices that use or mimic natural processes, such as permeable pavements, bioswales, and other engineered systems, such as levees that are combined with restored natural systems, to provide clean water, conserve ecosystem values and functions, and provide a wide array of benefits to people and wildlife.

(D) (i) If a city or county has adopted the local hazard mitigation plan, or other climate adaptation plan or document that fulfills commensurate goals and objectives and contains the information required pursuant to this paragraph, separate from the general plan, an attachment of, or reference to, the local hazard mitigation plan or other climate adaptation plan or document.

(ii) Cities or counties that have an adopted hazard mitigation plan, or other climate adaptation plan or document that substantially

complies with this section, or have substantially equivalent provisions to this subdivision in their general plans, may use that information in the safety element to comply with this subdivision, and shall summarize and incorporate by reference into the safety element the other general plan provisions, climate adaptation plan or document, specifically showing how each requirement of this subdivision has been met.

(5) Upon the next revision of the housing element on or after January 1, 2020, the safety element shall be reviewed and updated as necessary to identify residential developments in any hazard area identified in the safety element that do not have at least two emergency evacuation routes.

(6) After the initial revision of the safety element pursuant to paragraphs (2), (3), (4), and (5), the planning agency shall review and, if necessary, revise the safety element upon each revision of the housing element or local hazard mitigation plan, but not less than once every eight years, to identify new information relating to flood and fire hazards and climate adaptation and resiliency strategies applicable to the city or county that was not available during the previous revision of the safety element.

(7) Cities and counties that have flood plain management ordinances that have been approved by FEMA that substantially comply with this section, or have substantially equivalent provisions to this subdivision in their general plans, may use that information in the safety element to comply with this subdivision, and shall summarize and incorporate by reference into the safety element the other general plan provisions or the flood plain ordinance, specifically showing how each requirement of this subdivision has been met.

(8) Before the periodic review of its general plan and before preparing or revising its safety element, each city and county shall consult the California Geological Survey of the Department of Conservation, the Central Valley Flood Protection Board, if the city or county is located within the boundaries of the Sacramento and San Joaquin Drainage District, as set forth in Section 8501 of the Water Code, and the Office of Emergency Services for the purpose of including information known by and available to the department, the agency, and the board required by this subdivision.

(9) To the extent that a county's safety element is sufficiently detailed and contains appropriate policies and programs for

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adoption by a city, a city may adopt that portion of the county's safety element that pertains to the city's planning area in satisfaction of the requirement imposed by this subdivision.

(h) (1) An environmental justice element, or related goals, policies, and objectives integrated in other elements, that identifies disadvantaged communities within the area covered by the general plan of the city, county, or city and county, if the city, county, or city and county has a disadvantaged community. The environmental justice element, or related environmental justice goals, policies, and objectives integrated in other elements, shall do all of the following:

(A) Identify objectives and policies to reduce the unique or compounded health risks in disadvantaged communities by means that include, but are not limited to, the reduction of pollution exposure, including the improvement of air quality, and the promotion of public facilities, food access, safe and sanitary homes, and physical activity.

(B) Identify objectives and policies to promote civic engagement in the public decisionmaking process.

(C) Identify objectives and policies that prioritize improvements and programs that address the needs of disadvantaged communities.

(2) A city, county, or city and county subject to this subdivision shall adopt or review the environmental justice element, or the environmental justice goals, policies, and objectives in other elements, upon the adoption or next revision of two or more elements concurrently on or after January 1, 2018.

(3) By adding this subdivision, the Legislature does not intend to require a city, county, or city and county to take any action prohibited by the United States Constitution or the California Constitution.

(4) For purposes of this subdivision, the following terms shall apply:

(A) "Disadvantaged communities" means an area identified by the California Environmental Protection Agency pursuant to Section 39711 of the Health and Safety Code or an area that is a low-income area that is disproportionately affected by environmental pollution and other hazards that can lead to negative health effects, exposure, or environmental degradation.

(B) “Public facilities” includes public improvements, public services, and community amenities, as defined in subdivision (d) of Section 66000.

(C) “Low-income area” means an area with household incomes at or below 80 percent of the statewide median income or with household incomes at or below the threshold designated as low income by the Department of Housing and Community Development’s list of state income limits adopted pursuant to Section 50093 of the Health and Safety Code.

SEC. 3. No reimbursement is required by this act pursuant to Section 6 of Article XIII B of the California Constitution because a local agency or school district has the authority to levy service charges, fees, or assessments sufficient to pay for the program or level of service mandated by this act, within the meaning of Section 17556 of the Government Code.