Additional Documents List
Regular City Council Meeting
December 16, 2020
(Updated December 16, 5:10 p.m.)

Item No.	Agenda Item Description	Distributor	Document
7	Item No. 7 – Warrant Register	Elaine Aguilar, Interim Assistant City Manager	Memo w/Attachment (Provided warrant register for Council approval)
11	Item No. 11 Additional Document – Adoption of a Resolution Continuing the Proclamation of a Local Emergency Due to the Outbreak of COVID-19, Authorizing the City Manager to Take All Necessary Actions as the Director of Emergency Services	Lucy Demirjian, Assistant to the City Manager	Memo w/Attachments (Updates to Staff Report and Resolution)
12	Item No. 12- Approval of a CalPERS Resolution Correcting the Employer Contribution under the Public Employees' Medical and Hospital Care Act at an Equal Amount for Employees and Annuitants; and Approval of Resolution Establishing Unrepresented Management Benefits	Michael Casalou, Human Resources Manager	Memo w/Attachment (Updates to Staff Report and Resolution)

13	Item No. 13 – Adoption of a Resolution Approving a Memorandum of Agreement (MOA) Between the City of South Pasadena and the Los Angeles Police Department Internet Crimes Against Children (ICAC) Task Force	Brian Solinsky, Interim Police Chief	Memo (Revised proposed "recommendation")
16	Item No. 16 – Adoption of a Resolution Authorizing Submittal of an Application to CalRecycle for the Tire Rubberized Grant Program (TRP)	Shahid Abbas, Public Works Director	Memo (Revised proposed "recommendation")
18	Item No. 18 – Continued Public Hearing for Discussion of Additional Tenant Protections; Adoption of Ordinance Extending the 45-day Moratorium on Evictions for Substantial Remodels without Building Permits for an Additional 10 Months and 15 Days	Joanna Hankamer, Planning and Community Development Director	Memo (Revised proposed "recommendation")
21	Item No. 21 – Approve a List of Capital Improvement Projects and Allocation from the Capital Improvement Fund of $77,000 for the San Pascual Stables	Sheila Pautsch, Community Services Director	Memo (Revised proposed "recommendation")
PC	Agenda Item Nos.: 2, 8, 17, 18, and 23	Maria E. Ayala, Chief City Clerk	Public Comment received via Email

City of South Pasadena

Additional Document

Date: December 16, 2020

To: Honorable Mayor and Council Members

From: Sean Joyce, Interim City Manager
Elaine Aguilar, Interim Assistant City Manager

Re: Agenda Item # 7. Approval of Prepaid Warrants in the Amount of $14,976.98; Prepaid Warrant Voids in the Amount ($2,312.45); General City Warrants in the Amount of $413,433.07; Transfers in the Amount of $68,000.00; Payroll in the Amount of $1,198,472.56.

Please reference the 12/16/2020 Warrant Report.

City Council Agenda Report

ITEM NO. __7__

DATE: December 16, 2020

FROM: Sean Joyce, Interim City Manager

PREPARED BY: Elaine Aguilar, Interim Assistant City Manager

SUBJECT: **Approval of Prepaid Warrants in the Amount of $14,976.98; Prepaid Warrant Voids in the Amount ($2,312.45); General City Warrants in the Amount of $413,433.07; Transfers in the Amount of $68,000.00; Payroll in the Amount of $1,198,472.56.**

Recommendation Action
It is recommended that the City Council approve the Warrants as presented.

Fiscal Impact

Prepaid Warrants:		
Warrant #	$	0
ACH	$	14,976.98
Voids	$	(2,312.45)
General City Warrants:		
Warrant # 311735-311798	$	215,942.21
ACH	$	197,490.86
Voids	$	
Payroll Period Ending 11/22/2020	$	585,592.66
Payroll Period Ending 12/06/2020	$	612,879.90
Wire Transfers (LAIF)	$	0
Wire Transfers (RSA)	$	0
Wire Transfers (Acct # 2413)	$	27,000.00
Wire Transfers (Acct # 1936)	$	41,000.00
Supplemental ACH Payment	$	0
RSA:		
Prepaid Warrants	$	0
General City Warrants	$	0
Total	$	1,692,570.16

Commission Review and Recommendation
This matter was not reviewed by a Commission.

Legal Review

The City Attorney has not reviewed this item.

Public Notification of Agenda Item

The public was made aware that this item was to be considered this evening by virtue of its inclusion on the legally publicly noticed agenda, posting of the same agenda and reports on the City's website.

Attachments:

1. Warrant Summary
2. Prepaid Warrant List
3. General City Warrant List
4. Voids
5. Payroll

ATTACHMENT 1
Warrant Summary

City of South Pasadena
Demand/Warrant Register Date 12.16.2020

Recap by fund	Fund No.	Amounts Prepaid	Amounts Written
General Fund	101	14,976.98	181,915.74
Insurance Fund	103	-	2,074.52
Street Improvement Program	104	-	-
Facilities & Equip.Cap. Fund	105	-	17,502.50
Local Transit Return "A"	205	-	5,913.80
Local Transit Return "C"	207	-	12,775.56
TEA/Metro	208	-	-
Sewer Fund	210	-	4,659.31
CTC Traffic Improvement	211	-	-
Street Lighting Fund	215	-	4,690.59
Public,Education & Govt Fund	217	-	-
Clean Air Act Fund	218	-	-
Business Improvement Tax	220	-	-
Gold Line Mitigation Fund	223	-	-
Mission Meridian Public Garage	226	-	-
Housing Authority Fund	228	-	-
State Gas Tax	230	-	18,277.47
County Park Bond Fund	232	-	1,233.21
Measure R	233	-	-
Measure M	236	-	-
Road Maint & Rehab (SB1)	237	-	-
MSRC Grant Fund	238	-	-
Measure W	239	-	-
Measure H	241	-	-
Prop C Exchange Fund	242	-	-
Bike & Pedestrian Paths	245	-	-
BTA Grants	248	-	7,829.75
Golden Street Grant	249	-	-
Capital Growth Fund	255	-	-
CDBG	260	-	-
Asset Forfeiture	270	-	-
Police Grants - State	272	-	-
Homeland Security Grant	274	-	-
Park Impact Fees	275	-	-
HSIP Grant	277	-	-
Arroyo Seco Golf Course	295	-	-
Sewer Capital Projects Fund	310	-	-
Water Fund	500	-	122,570.41
Water Efficiency Fund	503	-	33,990.21
2016 Water Revenue Bonds Fund	505	-	-
Water & Sewer Impact Fee	510	-	-
Public Financing Authority	550	-	-
Payroll Clearing Fund	700	-	-
			-
	Column Totals:	14,976.98	413,433.07

Recap by fund	Fund No.	Amounts Prepaid	Amounts Written
RSA	227	-	-
	RSA Report Totals:	-	-
	City Report Totals:		428,410.05

Payroll Period Ending 11/22/2020	585,592.66
Payroll Period Ending 12/06/2020	612,879.90
Wire Transfer - LAIF	-
Wire Transfer - RSA	-
Wire Transfer - Acct # 2413	27,000.00
Wire Transfer - Acct # 1936	41,000.00
Supplemental ACH Payments	-
Voids - Prepaid	(2,312.45)
Voids - General Warrant	-
Grand Report Total:	**1,692,570.16**

Diana Mahmud, Mayor

Elaine Aguilar, Interim Assistant City Manager

City Clerk

~~A.D. Agenda Item #~~7-5

ATTACHMENT 2
Prepaid Warrant List

Accounts Payable

Checks by Date - Detail by Check Date

User: ealvarez
Printed: 12/14/2020 12:47 PM

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
ACH	COBR7131	The Advantage Group	11/24/2020	
	1171526	December 2020 HRA Health Premium Reimb. Batch ID: 1171526		14,676.98
	125398	HRA October 2020 Admin Fee		300.00
			Total for this ACH Check for Vendor COBR7131:	14,976.98
			Total for 11/24/2020:	14,976.98
			Report Total (1 checks):	14,976.98

ATTACHMENT 3
General City Warrant List

Accounts Payable

Checks by Date - Detail by Check Date

User: ealvarez
Printed: 12/14/2020 12:48 PM

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
ACH	BAK0366	Baker & Taylor Entertainment	12/16/2020	
	H51777100	Libary Purchase of DVDs/ CDs		31.42
	H51794090	Libary Purchase of DVDs/ CDs		133.90
	H51794440	Libary Purchase of DVDs/ CDs		36.69
	H51843400	Libary Purchase of DVDs/ CDs		33.04
	H51852980	Libary Purchase of DVDs/ CDs		23.14
	H51911500	Libary Purchase of DVDs/ CDs		9.78
	H51923410	Libary Purchase of DVDs/ CDs		25.62
	H51938680	Libary Purchase of DVDs/ CDs		9.78
	H51944030	Libary Purchase of DVDs/ CDs		16.31
	H51994930	Libary Purchase of DVDs/ CDs		24.76
	H52003600	Libary Purchase of DVDs/ CDs		236.33
	T23996780	Libary Purchase of DVDs/ CDs		12.39
		Total for this ACH Check for Vendor BAK0366:		593.16
ACH	BAK0369	Baker & Taylor Books	12/16/2020	
	0003223466	Books		-9.04
	2035435274	Books		498.91
	2035593426	Books		204.11
	2035601321	Books		16.60
	2035601737	Books		189.26
	2035605587	Books		119.12
	2035606120	Books		66.59
	2035623490	Books		23.00
		Total for this ACH Check for Vendor BAK0369:		1,108.55
ACH	BLSP8010	Blackstone Publishing	12/16/2020	
	1189630	Books / DVDs/ CDs		335.37
		Total for this ACH Check for Vendor BLSP8010:		335.37
ACH	CAEN9297	Carollo Engineers	12/16/2020	
	0192899	Preparation of City's Integrated Water & Wastewater Resource Mgm		4,405.59
	0192899	Preparation of City's Integrated Water & Wastewater Resource Mgm		26,759.37
		Total for this ACH Check for Vendor CAEN9297:		31,164.96
ACH	CHWP2010	Colantuono,Highsmith & Whatley,PC	12/16/2020	
	44407	General Services		9,014.49
	44407	COVID-19		1,033.50
	44408	Case 2		18,656.25
	44409	Transportation (710 Issues)		73.50
	44410	Labor & Employement		1,830.50
	44411	Misc. Litigation		2,044.00
	44412	Special Projects		12,623.00
	44413	Water & Utilities		1,411.50

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
		Total for this ACH Check for Vendor CHWP2010:		46,686.74
ACH	CWNC2501	Carl Warren & Company	12/16/2020	
	2005569-2005597	Liability Claims Administration Fee 10/2020		2,074.52
		Total for this ACH Check for Vendor CWNC2501:		2,074.52
ACH	DDLP8010	Dr. Detail Ph.D	12/16/2020	
	2102	Pressure Wash & Disinfecting of Diamond Stree		195.00
	2124	Police Department Vehicle Sanitization		375.00
	2167	Police Department Vehicle Sanitization		600.00
	2190	Police Department Vehicle Sanitization		145.00
	2227	Police Department Vehicle Sanitization		350.00
	2246	Fleet Cleaning and Sanitzing for Dial-a-Ride Vehicles - COVID-19		195.00
	2253	Police Department Vehicle Sanitization		700.00
		Total for this ACH Check for Vendor DDLP8010:		2,560.00
ACH	DUOSC	Duo Security, Inc.	12/16/2020	
	INV599797	Duo Software Licenses for Sworn Personnel		1,440.00
		Total for this ACH Check for Vendor DUOSC:		1,440.00
ACH	ERIZ	Erin Isozaki	12/16/2020	
	112592-112594	Parent Refund due to COVID-19		189.00
		Total for this ACH Check for Vendor ERIZ:		189.00
ACH	GPPT9090	Gopher Patrol	12/16/2020	
	435565	Rodent Control City Parks October 2020		250.00
	435816	Rodent Control City Parks October 2020		95.00
	440910	Rodent Control City Parks November 2020		250.00
		Total for this ACH Check for Vendor GPPT9090:		595.00
ACH	HQAB8100	Hi Quality Auto Body Inc.	12/16/2020	
	17343	Remove & Replace Lock Assembly or Unit # 14		253.74
		Total for this ACH Check for Vendor HQAB8100:		253.74
ACH	LDCR6410	LandCare USA LLC	12/16/2020	
	324919	Weed Abatement @ CNG Station		940.00
	324920	Weed Abatement @ Berkshire Ave.		1,600.00
	349371	Park Maintenance		1,233.21
	349371	Median Strips		3,682.69
	349371	Prop A Park Maintenance		18,191.96
	349371	Water Distrubion		1,468.08
		Total for this ACH Check for Vendor LDCR6410:		27,115.94
ACH	MNBL8170	Munibilling	12/16/2020	
	11582	Water Billing Services		31,801.50
	11582	Absorb Charge		10,931.27
	11657	Postage		2,893.66
		Total for this ACH Check for Vendor MNBL8170:		45,626.43
ACH	OVDR8011	OverDrive Inc.	12/16/2020	
	01148CO20387765	eBooks/ Audiobooks		810.89
	01148CO20387882	eBooks/ Audiobooks		432.96
	01148CO20415954	eBooks/ Audiobooks		1,320.76

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
		Total for this ACH Check for Vendor OVDR8011:		2,564.61
ACH	POS5265	Post Alarm Systems	12/16/2020	
	1321625	Monthly Post Alarm System for Orange Grove R		51.74
	1321625	Monthly Post Alarm System for WMB.		51.74
		Total for this ACH Check for Vendor POS5265:		103.48
ACH	POSU8132	Prudential Overall Supply	12/16/2020	
	52349946	Public Works Uniform Cleaning Services FY20-21		40.30
	52349946	Public Works Uniform Cleaning Services FY20-21		27.43
	52349947	Public Works Scrapper Mats FY20-21		6.23
	52349947	Public Works Scrapper Mats FY20-21		6.24
	52393819	Public Works Uniform Cleaning Services FY20-21		9.65
	52393819	Public Works Uniform Cleaning Services FY20-21		11.45
	52393819	Public Works Uniform Cleaning Services FY20-21		28.57
	52393819	Public Works Uniform Cleaning Services FY20-21		9.65
	52393819	Public Works Uniform Cleaning Services FY20-21		14.38
		Total for this ACH Check for Vendor POSU8132:		153.90
ACH	STA5219	Staples Business Advantage	12/16/2020	
	3450984314	Public Works Office Supplies		8.51
	3450984314	Public Works Office Supplies		159.08
	3450984314	Public Works Office Supplies		8.51
	3450984314	Public Works Office Supplies		8.51
	3450984314	Public Works Office Supplies		8.51
	3450984314	Public Works Office Supplies		8.51
	3450984314	Public Works Office Supplies		8.51
	3450984314	Public Works Office Supplies		8.52
	3450984315	Public Works Office Supplies		32.05
	3450984315	Public Works Office Supplies		6.58
	3450984315	Public Works Office Supplies		88.42
	3450984315	Public Works Office Supplies		32.05
	3450984315	Public Works Office Supplies		32.05
	3450984315	Public Works Office Supplies		32.05
	3450984315	Public Works Office Supplies		32.05
	3450984315	Public Works Office Supplies		32.05
	3450984315	Public Works Office Supplies		6.58
	3450984316	Public Works Office Supplies		33.81
	3450984316	Public Works Office Supplies		33.81
	3450984316	Public Works Office Supplies		33.80
	3451797919	Community Services Office Supplies		10.90
	3451797919	Community Services Office Supplies		10.90
	3451854989	Community Services Office Supplies		10.30
	3451927429	Public Works Office Supplies		39.73
	3451927429	Public Works Office Supplies		29.08
	3451927429	Public Works Office Supplies		76.49
	3451927429	Public Works Office Supplies		58.89
	3451927429	Public Works Office Supplies		29.08
	3451927429	Public Works Office Supplies		29.08
	3453299453	Public Works Office Supplies		104.26
	3453299454	Public Works Office Supplies		11.12
	3453867510	Public Works Office Supplies		15.86
	3453867510	Public Works Office Supplies		33.86
	3453867510	Public Works Office Supplies		15.86
	3453867510	Public Works Office Supplies		33.86
	3453867510	Public Works Office Supplies		158.53
	3453867510	Public Works Office Supplies		135.55

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	3453867510	Public Works Office Supplies		33.87
	3453867510	Public Works Office Supplies		33.86
	3453867510	Public Works Office Supplies		33.86
	3454343675	Public Works Office Supplies		55.08
	3456793539	Public Works Office Supplies		220.39
	3456922083	Public Works Office Supplies		24.59
	3456922083	Public Works Office Supplies		24.58
	3456922084	Public Works Office Supplies		43.97
	3456922084	Public Works Office Supplies		11.16
	3456922084	Public Works Office Supplies		35.01
	3456922084	Public Works Office Supplies		11.16
	3456922084	Public Works Office Supplies		35.01
	3456922084	Public Works Office Supplies		35.01
	3456922084	Public Works Office Supplies		35.02
	3456922084	Public Works Office Supplies		11.16
	3456922084	Public Works Office Supplies		35.01
	3456922086	Public Works Office Supplies - COVID-19		113.48
	3456922086	Public Works Office Supplies		113.48
	3458025369	Public Works Office Supplies		165.92
	3458025369	Public Works Office Supplies COVID-19		113.12
	3459146703	Library Office Supplies		18.28
	3459233900	Library Office Supplies		212.23
	3459804024	Public Works Office Supplies COVID-19		96.57
	3460065123	Library Office Supplies		92.24
	3462278733	Fire Dept. Office Supplies		86.28
	3462278734	Fire Dept. Office Supplies		4.17
			Total for this ACH Check for Vendor STA5219:	3,111.82
ACH	TRA5998	Transtech Engineers, Inc.	12/16/2020	
	20203498	Building Division & Plan Check Services September 2020		22,719.80
	20203499	Building Division & Plan Check Services September 2020		9,093.84
			Total for this ACH Check for Vendor TRA5998:	31,813.64
311735	3DCHEM	3D Chemical & Equipment	12/16/2020	
	25885	FD Vehicle Cleaners, Brushes, Paint Touch Up for all Fire Units		61.31
	25886	Fire Vehicle Cleaners, Brushes, Paint, and Touch Ups		316.44
			Total for Check Number 311735:	377.75
311736	ALSC4011	Alhambra Smog Center	12/16/2020	
	027100	Smog Test on Police Unit # 213		40.00
	027101	Smog Test on Police Unit # 1201		40.00
	027106	Smog Test on Police Unit # 134		40.00
	027110	Smog Test on Police Unit # 219		40.00
	027111	Smog Test on Police Unit # 317		40.00
			Total for Check Number 311736:	200.00
311737	ALL0197	All Star Fire Equipment, Inc.	12/16/2020	
	228000	Fire Dept. Safety Clothing & Equipment		745.29
			Total for Check Number 311737:	745.29
311738	AT&T5011	AT&T	12/16/2020	
	331 841-0756	Account # 331 841-0756 343 2 (11/07-12/06/2020)		33.09
	331 841-0802	Account # 331 841-0802 343 6 (11/07-12/06/2020)		33.09
			Total for Check Number 311738:	66.18

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
311739	CIN4011	AT&T Mobility	12/16/2020	
	287269956155x11	Account # 287269956155 (10/07-11/06/2020)		658.25
			Total for Check Number 311739:	658.25
311740	ATSS6010	Athens Services	12/16/2020	
	8502906	Street Sweeping: May 2020		750.00
	8651303	Street Sweeping: June 2020		750.00
	8807455	Street Sweeping: July 2020		750.00
	8957382	Street Sweeping August 2020		750.00
	9242598	Street Sweeping: September 2020		750.00
	9242599	Athens Bus Barrel Pickup Services: September 2		2,163.80
			Total for Check Number 311740:	5,913.80
311741	BAR0382	Robert Bartl	12/16/2020	
	11.12.2020	Refund Training Expense Srgt. Bartl		77.05
			Total for Check Number 311741:	77.05
311742	TYBL7000	Tyler Borrello	12/16/2020	
	11.12.2020	Reimb. Training Expense 11/12/2020		24.73
			Total for Check Number 311742:	24.73
311743	BRMR8267	BRIT West Soccer	12/16/2020	
	November 2020	Class Instructor: Soccer October - December (14		4,751.50
			Total for Check Number 311743:	4,751.50
311744	BNIG9203	Bucknam Infrastructure Group Inc.	12/16/2020	
	334-02.07R	Pavement and Asset Management Information System Services		11,577.57
	334-02.08	Pavement and Asset Management Information System Services		14,000.00
	334-02.08	Pavement and Asset Management Information System Services		858.77
			Total for Check Number 311744:	26,436.34
311745	BRML5200	Marlene Burton	12/16/2020	
	47083	Refund Permit # 47083 Due to Contractor Chang		666.70
			Total for Check Number 311745:	666.70
311746	DEP5072	CA Dept of Transportation	12/16/2020	
	SL210038	Signal & Lighting July through September 2020		490.06
			Total for Check Number 311746:	490.06
311747	CAL5236	CA Linen Services	12/16/2020	
	1821532	Fire Department Linen Services		101.41
	1823810	Fire Department Linen Services		90.39
			Total for Check Number 311747:	191.80
311748	CALG6711	CalgonCarbon	12/16/2020	
	90101533	Disposal of 80,000 lbs of GAC		17,292.00
			Total for Check Number 311748:	17,292.00
311749	CAL8012	Califa Group	12/16/2020	
	4110	Library CENIC Wifi Broadband July-September		4,151.58
			Total for Check Number 311749:	4,151.58

Check No	Vendor No / Invoice No	Vendor Name / Description	Check Date / Reference	Check Amount
311750	CAN0607	Cantu Graphics	12/16/2020	
	20211	Qty # 50 of Daily Vehicle Inspection Sheets Community Services		28.11
	5770	PD Business Cards (Phillips, Borrello, Abdalla, Carillo)		198.23
			Total for Check Number 311750:	226.34
311751	GBCR4011	Gilberto Carillo	12/16/2020	
	11.12.2020	Reimb. Training Expense for Crprl. Carillo		57.50
			Total for Check Number 311751:	57.50
311752	CERE9324	Cerco Engineering	12/16/2020	
	#2	City Hall Courtyard Project		14,962.50
	#2	City Hall Courtyard Project		33,950.63
			Total for Check Number 311752:	48,913.13
311753	CHAG8032	Emily Chang	12/16/2020	
	November 2020	Class Instructor: Pmt for Kindermusik & Group		336.00
			Total for Check Number 311753:	336.00
311754	CBMS5011	Christian Brothers Mechanical Svcs Inc.	12/16/2020	
	44619	Removal and Installation of Saftey Exhaust Hose, Drum & Cord		562.45
			Total for Check Number 311754:	562.45
311755	JMCB6710	Jose Manuel Cipres Bravo	12/16/2020	
	31731	Reimb. Out of Pocket Expense for Boot Repair		47.38
			Total for Check Number 311755:	47.38
311756	CCAC1020	City Clerk's Assoc. of CA	12/16/2020	
	8541	Job Posting - Deputy City Clerk		200.00
			Total for Check Number 311756:	200.00
311757	COM0699	Compressed Air Specialties Inc	12/16/2020	
	00037359	Annual Maint. & Repair of Bauer K14 Air Compressor		1,849.39
			Total for Check Number 311757:	1,849.39
311758	COO0695	Cook Fire Extinguisher Co	12/16/2020	
	18301	Fire Extinguisher Service 2020		278.06
	18301	Fire Extinguisher Purchase Qty#5		350.04
			Total for Check Number 311758:	628.10
311759	CORE6011	CoreLogic Information Solutions, Inc.	12/16/2020	
	82048423	LACO Property Information Database October 2		300.00
			Total for Check Number 311759:	300.00
311760	DOJ4011	Dept of Justice	12/16/2020	
	478518	PD Fingerprint Applications for October 2020		32.00
			Total for Check Number 311760:	32.00
311761	DUNN9257	Dunn Edwards Paints	12/16/2020	
	2170082918	Paint for Human Resources Director Office		32.12
			Total for Check Number 311761:	32.12

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
311762	FLLCR820	Full Circle Training Solutions	12/16/2020	
	01/14-01/15/21	Training Class for 6 PD Clerks January 14-15 20		2,394.00
			Total for Check Number 311762:	2,394.00
311763	GLO4010	Glock Professional, Inc.	12/16/2020	
	TRP/100143808	Training Class for Detective Richard Lee 08/17/2021		250.00
			Total for Check Number 311763:	250.00
311764	ISGU4011	Issac Gutierrez	12/16/2020	
	11.12.2020	Training Class for Ofcr. Gutierrez on 11/12/2020		32.20
			Total for Check Number 311764:	32.20
311765	HIW6710	Hi-Way Safety Inc	12/16/2020	
	105462	Traffic Signs for Columbia Street		510.88
			Total for Check Number 311765:	510.88
311766	HOM1515	Home Depot Credit Services	12/16/2020	
	1532560	Supplies (07-29-08/25/2020)		71.20
	3033761	Supplies (07-29-08/25/2020)		62.31
	532751	Supplies (07-29-08/25/2020)		103.67
	610790	Supplies (07-29-08/25/2020)		85.50
	7303061	Supplies (07-29-08/25/2020)		654.43
	7741362	Supplies (07-29-08/25/2020)		274.19
	8742611	Supplies (07-29-08/25/2020)		214.60
	9075216	Supplies (07-29-08/25/2020)		256.10
	951208	Supplies (07-29-08/25/2020)		47.60
			Total for Check Number 311766:	1,769.60
311767	INT6115	Interstate Batteries	12/16/2020	
	74700	Backup Battery for Grand Reservoir Fire Alarm		39.58
	74963	Replacement of Battery for Water Unit # 16		142.06
			Total for Check Number 311767:	181.64
311768	CLADPW	L.A.C. Dept. of Public Works	12/16/2020	
	SA200000403	Design Plans for 3 Load Reduction Strategy Proj		389.00
			Total for Check Number 311768:	389.00
311769	LBBM4010	Long Beach BMW Motorcycles	12/16/2020	
	37760	Repair to 2017 BMW Motorcyle		7,473.46
			Total for Check Number 311769:	7,473.46
311770	MTMN	Monterey Manor Inc.	12/16/2020	
	18988-89	Refund for Closed Water Account # 18989		27.20
			Total for Check Number 311770:	27.20
311771	PAL1111	Michael Palmieri	12/16/2020	
	11.12.2020	Reimb. Training Class for Det. Palmieri		33.92
			Total for Check Number 311771:	33.92
311772	PRKA8267	Parker-Anderson	12/16/2020	
	Fall 2020	Class Instructor: Online (Spanish, Minecraft, Coding,Spy Kids)		360.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 311772:	360.00
311773	PSLSV802	Pasadena Live Scan Service	12/16/2020	
	668	Pre-Employment Live Scan Services		400.00
			Total for Check Number 311773:	400.00
311774	CRPC7000	Carlos Pech	12/16/2020	
	11.12.2020	Training Class Reimb. November 12th 2020		36.23
			Total for Check Number 311774:	36.23
311775	CGPH4011	Craig Phillips	12/16/2020	
	11.12.2020	Reimb. Crpl. Phillips for Training Class Expenses		16.10
			Total for Check Number 311775:	16.10
311776	PLWK7011	Placeworks	12/16/2020	
	73745	Consultant for General Plan Update (Downtown		1,140.00
			Total for Check Number 311776:	1,140.00
311777	PRO7777	ProForce Law Enforcement	12/16/2020	
	417197	Purchase of Updated Handguns for PD Dept.		9,611.13
	417205	Purchase of Updated Handguns for PD Dept.		3,686.87
	417584	Purchase of Updated Handguns for PD Dept.		541.27
	420412	Purchase of Updated Handguns for PD Dept.		3,160.13
			Total for Check Number 311777:	16,999.40
311778	QNCT230	Quinn Cat Company	12/16/2020	
	PC810895988	Air Compressor 185 CFM Atlas & Air Tools Hydraulic Fluid		492.40
			Total for Check Number 311778:	492.40
311779	RIC7774	Amedee O., Jr. Richards	12/16/2020	
	11052	Refund Overpayment on Water Account # 11052		1,716.95
			Total for Check Number 311779:	1,716.95
311780	RIPU8540	Roadline Products Inc. USA	12/16/2020	
	16047	Paint for Street Stripping		7,078.95
	16055	PW Street Supplies for Road Paint & Stenciling		815.73
	16075	Pedestrian Signs for Roadways		4,991.02
	16092	Stencils & Spray Tips for Street Striping		2,494.96
			Total for Check Number 311780:	15,380.66
311781	RON1111	Matthew Ronnie	12/16/2020	
	11.12.2020	Reimb. Training Class Expense for Srgt. Ronnie		45.43
			Total for Check Number 311781:	45.43
311782	SGB3223	San Gabriel Basin Water Quality Authority	12/16/2020	
	0004630-IN	FY20-21 Assessment on Prescriptive Pumping Rights		21,406.20
			Total for Check Number 311782:	21,406.20
311783	SAN4958	San Marino Security System	12/16/2020	
	17562	Annual Fire Alarm & Level Monitoring Services @ Garfield, Wilson		702.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 311783:	702.00
311784	MICH4011	Michael Sanchez	12/16/2020	
	11.12.2020	Reimb. Training Expense for Motor Officer Sanchez		12.65
			Total for Check Number 311784:	12.65
311785	SCF1400	SC Fuels	12/16/2020	
	1717718-IN	Gasoline for PW Yard Fuel Station		3,966.84
			Total for Check Number 311785:	3,966.84
311786	SCAT6710	Scott's Automotive	12/16/2020	
	15204	Water Division Vehicle Maint. Unit # 19		148.63
	15290	Water Division Vehicle Maint. Unit # 16		85.00
	15315	Water Division Vehicle Maint. Unit # 11		55.28
	15316	Water Division Vehicle Maint. Unit # 8		49.13
	15374	Water Division Vehicle Maint. Unit # 19		496.51
	15394	Water Division Vehicle Maint. Unit # 11		55.28
	15528	Water Division Vehicle Maint. Unit # 19		86.20
			Total for Check Number 311786:	976.03
311787	SDSI0107	SDS Security Design Systems	12/16/2020	
	228628	Security System Council Chambers September 2020		67.12
	228630	Security System City Hall Rear Gate September 2020		45.66
	228631	Security System Fire Dept. Gate September 2020		36.66
	228632	Security System EOC September 2020		77.14
	228929	Security System City Hall 1st Floor September 2020		101.71
	229043	Security System Council Chambers October 2020		67.12
	229044	Security System City Hall 1st Floor October 2020		101.71
	229045	Security System City Hall Rear Gate October 2020		45.66
	229046	Security System Fire Dept Gate October 2020		36.66
	229047	Security System Maint. EOC October 2020		77.14
	229467	Security System Police Cameras November 2020		65.18
	229468	Security System Police Cameras November 2020		217.46
	229469	Security System Police Cameras November 2020		113.00
	229470	Security System Police Cameras November 2020		30.00
			Total for Check Number 311787:	1,082.22
311788	SOGA6501	SoCalGAS	12/16/2020	
	196-493-8529 1	CNG for PW & Transit October 2020		94.91
	196-493-8529 1	CNG for PW & Transit October 2020		94.91
	196-493-8529 1	CNG for PW & Transit October 2020		94.91
	196-493-8529 1	CNG for PW & Transit October 2020		94.91
	196-493-8529 1	CNG for PW & Transit October 2020		94.91
	196-493-8529 1	CNG for PW & Transit October 2020		94.91
			Total for Check Number 311788:	569.46
311789	TIM4011	Time Warner Cable	12/16/2020	
	0224964110820	Account # 8448 30 008 0224964 (11/08-12/07/2020)		385.96
	0357905110520	Account # 8448 30 008 0357905 (11/05-12/04/2020)		73.49
			Total for Check Number 311789:	459.45
311790	UND6710	Underground Service Alert	12/16/2020	
	dsb20191801	Underground Service Alert (DigAlert) Service for Water Divison.		63.34
	dsb20193700	Underground Service Alert Regulatory Fee June 2020		63.34

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 311790:	126.68
311791	POR4707	United Site Services, Inc.	12/16/2020	
	114-11174971	Portable Sink & Toilet @ Library		1,300.00
	114-11204516	Portable Sink Station at Library		86.18
	114-11206201	Skate Park Portable Restrooms 11/03-11/30/202(		339.72
	SP-USS-29820	Portable Sink & Toilet @ Library		-321.69
			Total for Check Number 311791:	1,404.21
311792	UPP7789	Upper S.G.Mun. Water Dist.	12/16/2020	
	2/10-20	Purchase of Water from MWD October 2020		3,285.53
			Total for Check Number 311792:	3,285.53
311793	VUL6601	Vulcan Materials Co. & Affiliates	12/16/2020	
	72642050	Emulsion Materials for Applying Asphalt		744.19
	72647971	Asphalt, Emulsion, Crushed Aggregate, Rock &		381.11
	72706717	Water Distrubtion Dept. Crushed Aggregate & A		457.05
	72707525	Sand for Backfill of Excavation		433.03
	72760719	Cold Mix Asphalt for Excavation Backfill		1,011.45
			Total for Check Number 311793:	3,026.83
311794	WIL2010	Willdan Engineering	12/16/2020	
	004-15963	On-Call Construction Management Bike Parking		6,237.00
	00416092	On-Call Construction Management Bike Parking		1,592.75
			Total for Check Number 311794:	7,829.75
311795	WIT6353	Wittman Enterprises LLC	12/16/2020	
	20010059	Paramedic Services for October 2020		3,894.37
			Total for Check Number 311795:	3,894.37
311796	GWOO8232	George Wood	12/16/2020	
	14417	Refund for Close Water Account # 14417		9.99
			Total for Check Number 311796:	9.99
311797	WSIC6601	Wright's Supply, Inc.	12/16/2020	
	241797	Urgent Replacement of Drainage Pump at Iron Works Museum		644.96
			Total for Check Number 311797:	644.96
311798	YTI1023	Y Tire Complete Auto Repair	12/16/2020	
	0015268	Tire Replacement for Street Division Unit # 326		189.29
	0015366	Mount & Balance Tires for Unit # 1908		447.02
	0015368	Mount & Balance Tires for Unit #' 1908		447.02
	0015412	Mount & Balance Tires for Unit # 1706		462.17
	0015413	Mount & Balance Tires for Unit # 1706		123.03
			Total for Check Number 311798:	1,668.53
			Total for 12/16/2020:	413,433.07
			Report Total (82 checks):	413,433.07

ATTACHMENT 4
Prepaid &Warrant Voids

Accounts Payable

Void Check Proof List

User: ealvarez
Printed: 11/24/2020 - 11:32AM

Account Number	Amount	Invoice No	Inv Date	Description	Reference	Task Label	Type	PONumber	Close PO?	Line Item
Vendor: COGL8180	City of Glendale									
Check No: 311569	Check Date:	11/04/2020								
	1,750.00	20-0115	10/27/2020	DNA Processing					No	0
101-4010-4011-8180-000										
Check Total:	1,750.00									
Vendor Total:	1,750.00									
Report Total:	1,750.00									

Stop Payment Request - Confirmation

Stop Payments Submitted

Total submitted: 1

View Status Definitions

Account	Duration	Check Range	Issue Date	Payee	Amount	Reason
CITY OF SOUTH PASADENA OPERATING	6 Months	311569		City of Glendale	1,750.00	Check Cancelled

Disclosure Information

Important Disclosure: Stop payment requests submitted on the WebDirect Stop Payment Initiation screen apply ONLY to paper checks and not electronic payments. The exact check number and exact amount of the item written are required information. If any of the information you provide concerning the check is not provided or is incorrect (including your failure to give the exact amount of the item, correct to the penny), the stop payment will not be effective. This stop payment will not be effective if the Bank has already paid or committed to paying the check. If you have any questions, please refer to the WebDirect User Guide or contact Cash Management Customer Service at 800-400-2781 or your assigned representative.

Accounts Payable

Void Check Proof List

User: EAlvarez
Printed: 12/10/2020 - 11:42AM

Account Number	Amount	Invoice No	Inv Date	Description	Reference	Task Label	Type	PONumber	Close PO?	Line Item
Vendor: CBMS5011	Christian Brothers Mechanical S									
Check No: 311240	Check Date:	09/02/2020								
	562.45	44619	08/27/2020	Removal and Installation of Saftey Exl				3033	Yes	1
101-5010-5011-8120-000										
Check Total:	562.45									
Vendor Total:	562.45									
Report Total:	562.45									

Stop Payment Request - Confirmation

Stop Payments Submitted

Total submitted: 1

View Status Definitions

Account	Duration	Check Range	Issue Date	Payee	Amount	Reason	Status
CITY OF SOUTH PASADENA OPERATING	6 Months	311240		Christian Brothers Mechanical	562.45	Lost	Released

Disclosure Information

Important Disclosure: Stop payment requests submitted on the WebDirect Stop Payment Initiation screen apply ONLY to paper checks and not electronic payments. The exact check number and exact amount of the item written are required information. If any of the information you provide concerning the check is not provided or is incorrect (including your failure to give the exact amount of the item, correct to the penny), the stop payment will not be effective. This stop payment will not be effective if the Bank has already paid or committed to paying the check. If you have any questions, please refer to the WebDirect User Guide or contact Cash Management Customer Service at 800-400-2781 or your assigned representative.

ATTACHMENT 5
Payroll Summary

Period Ending: 11/22/2020

Period Ending: 12/06/2020

SSM

Liability Recap

Taxes Debited

Item	Amount
Federal Income Tax	73,869.34
Earned Income Credit Advances	.00
Social Security - EE	1,312.88
Social Security - ER	1,312.85
Social Security Adj - EE	.00
Medicare - EE	9,183.11
Medicare - ER	9,183.22
Medicare Adj - EE	.00
Medicare Surtax - EE	197.06
Medicare Surtax Adj - EE	.00
COBRA Premium Assistance Payments	.00
Federal Unemployment Tax	.00
Families First FMLA-PSL Payments Credit	.00
Families First ER Medicare Credit	.00
Families First FMLA-PSL Health Care Premium Credit	.00
CARES Retention Qualified Payments Credit	.00
CARES Retention Qualified Health Care Credit	.00
State Income Tax	30,325.12
State Unemployment Insurance - EE	.00
State Unemployment Insurance - ER	.00
State Unemployment Insurance Adj - EE	.00
State Disability Insurance - EE	.00
State Disability Insurance - ER	.00
State Disability Insurance Adj - EE	.00
State Family Leave Insurance - EE	.00
State Family Leave Insurance - ER	.00
State Family Leave Insurance Adj - EE	.00
State Medical Leave Insurance - EE	.00
State Medical Leave Insurance - ER	.00
Workers' Benefit Fund Assessment - EE	.00
Workers' Benefit Fund Assessment - ER	.00
Transit Tax - EE	.00
Local Income Tax	.00
School District Tax	.00

Section	Item	Acct. No.	Tran/ABA	Amount	Total	Total Liability
Taxes Debited	**Total Taxes Debited**	**XXXXX3688**	**XXXXXXXXX**	**125,383.58**		
Other Transfers	ADP Direct Deposit	**XXXXX3688**	**XXXXXXXXX**	455,916.23		
	ADP Check	**XXXXX3688**	**XXXXXXXXX**	940.89		
	Wage Garnishments	**XXXXX3688**	**XXXXXXXXX**	3,351.96		
	Total Amount Debited From Your Accounts				**585,592.66**	**585,592.66**
Bank Debits and Other Liability	Adjustments/Prepay/Voids			.00		**585,592.66**
Taxes - Your Responsibility	None This Payroll					**585,592.66**

Note: If you have chosen to defer your Employer Social Security taxes under the CARES Act, then this report will not display deferral information. Actual amounts being deferred will display on your Tax Invoices with Reason Code CV in ADP SmartCompliance.

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Net Pay			
	Checks	940.89	
	Direct Deposits	455,916.23	
	Subtotal Net Pay		**456,857.12**
	Adjustments	.00	
	Total Net Pay Liability (Net Cash)		**456,857.12**

Taxes			You are responsible for Depositing these amounts		Amount debited from your account		
Federal	**Agency**	**Rate**	**EE withheld**	**ER contrib.**	**EE withheld**	**ER contrib.**	
	Federal Income Tax				73,869.34		
	Earned Income Credit Advances						
	Social Security				1,312.88	1,312.85	
	Medicare				9,183.11	9,183.22	
	Medicare Surtax				197.06		
	Federal Unemployment Tax						
	Subtotal Federal				**84,562.39**	**10,496.07**	**95,058.46**
	Families First FMLA-PSL Payments Credit						
	Families First ER Medicare Credit						
	Families First Health Care Premium Credit						
	CARES Retention Qualified Payments Credit						
	CARES Retention Qualified Health Care Cre						
	Cobra Premium Assistance Payments						
	Total Federal				**84,562.39**	**10,496.07**	**95,058.46**
State	CA State Income Tax				30,325.12		
	CA State Unemployment Insurance-ER						
	CA State Disability Insurance-EE						
	Subtotal CA				**30,325.12**		**30,325.12**
	Total Taxes		**.00**	**.00**	**114,887.51**	**10,496.07**	**125,383.58**

Amount ADP Debited From Account XXXXX3688 Tran/ABA XXXXXXXXX **125,383.58** Excludes Taxes That Are Your Responsibility

Other Transfers			
	ADP Direct Deposit	455,916.23	
	ADP Check	940.89	
	Wage Garnishments	3,351.96	

233 Employee Transactions

Amount ADP Debited From Account XXXXX3688 Tran/ABA XXXXXXXXX **460,209.08**

Total Amount ADP Debited From Your Accounts **585,592.66**

SSM

Liability Recap	Taxes Debited				
		Federal Income Tax		82,715.35	
		Earned Income Credit Advances		.00	
		Social Security - EE		1,279.34	
		Social Security - ER		1,279.36	
		Social Security Adj - EE		.00	
		Medicare - EE		9,780.15	
		Medicare - ER		9,780.10	
		Medicare Adj - EE		.00	
		Medicare Surtax - EE		398.26	
		Medicare Surtax Adj - EE		.00	
		COBRA Premium Assistance Payments		.00	
		Federal Unemployment Tax		.00	
		Families First FMLA-PSL Payments Credit		.00	
		Families First ER Medicare Credit		.00	
		Families First FMLA-PSL Health Care Premium Credit		.00	
		CARES Retention Qualified Payments Credit		.00	
		CARES Retention Qualified Health Care Credit		.00	
		State Income Tax		34,026.39	
		State Unemployment Insurance - EE		.00	
		State Unemployment Insurance - ER		.00	
		State Unemployment Insurance Adj - EE		.00	
		State Disability Insurance - EE		.00	
		State Disability Insurance - ER		.00	
		State Disability Insurance Adj - EE		.00	
		State Family Leave Insurance - EE		.00	
		State Family Leave Insurance - ER		.00	
		State Family Leave Insurance Adj - EE		.00	
		State Medical Leave Insurance - EE		.00	
		State Medical Leave Insurance - ER		.00	
		Workers' Benefit Fund Assessment - EE		.00	
		Workers' Benefit Fund Assessment - ER		.00	
		Transit Tax - EE		.00	
		Local Income Tax		.00	
		School District Tax		.00	
		Total Taxes Debited	Acct. No. **XXXXX3688**	Tran/ABA **XXXXXXXXX**	**139,258.95**
	Other Transfers	ADP Direct Deposit	Acct. No. **XXXXX3688**	Tran/ABA **XXXXXXXXX**	469,667.09
		ADP Check	Acct. No. **XXXXX3688**	Tran/ABA **XXXXXXXXX**	926.21
		Wage Garnishments	Acct. No. **XXXXX3688**	Tran/ABA **XXXXXXXXX**	3,027.65

Note: If you have chosen to defer your Employer Social Security taxes under the CARES Act, then this report will not display deferral information. Actual amounts being deferred will display on your Tax Invoices with Reason Code CV in ADP SmartCompliance.

				Total Liability
	Total Amount Debited From Your Accounts		**612,879.90**	**612,879.90**
Bank Debits and Other Liability	Adjustments/Prepay/Voids	.00		**612,879.90**
Taxes - Your Responsibility	None This Payroll			**612,879.90**

SSM

		Rate	You are responsible for Depositing these amounts		Amount debited from your account		
Net Pay	Checks					926.21	
	Direct Deposits					469,667.09	
	Subtotal Net Pay						**470,593.30**
	Adjustments					.00	
	Total Net Pay Liability (Net Cash)						**470,593.30**
Taxes							
Federal	**Agency**	**Rate**	**EE withheld**	**ER contrib.**	**EE withheld**	**ER contrib.**	
	Federal Income Tax				82,715.35		
	Earned Income Credit Advances						
	Social Security				1,279.34	1,279.36	
	Medicare				9,780.15	9,780.10	
	Medicare Surtax				398.26		
	Federal Unemployment Tax						
	Subtotal Federal				**94,173.10**	**11,059.46**	**105,232.56**
	Families First FMLA-PSL Payments Credit						
	Families First ER Medicare Credit						
	Families First Health Care Premium Credit						
	CARES Retention Qualified Payments Credit						
	CARES Retention Qualified Health Care Cre						
	Cobra Premium Assistance Payments						
	Total Federal				**94,173.10**	**11,059.46**	**105,232.56**
State	CA State Income Tax				34,026.39		
	CA State Unemployment Insurance-ER						
	CA State Disability Insurance-EE						
	Subtotal CA				**34,026.39**		**34,026.39**
	Total Taxes		**.00**	**.00**	**128,199.49**	**11,059.46**	**139,258.95**

Amount ADP Debited From Account XXXXX3688 **Tran/ABA** **XXXXXXXXX** **139,258.95** Excludes Taxes That Are Your Responsibility

Other Transfers	ADP Direct Deposit	469,667.09	
	ADP Check	926.21	
	Wage Garnishments	3,027.65	
	Amount ADP Debited From Account XXXXX3688 **Tran/ABA** **XXXXXXXXX**		**473,620.95**

223 Employee Transactions

Total Amount ADP Debited From Your Accounts **612,879.90**

City of South Pasadena
Management Services

Memo

Date: December 16, 2020

To: The Honorable City Council

Via: Sean Joyce, Interim City Manager

From: Lucy Demirjian, Assistant to the City Manager

Re: City Council Meeting Item No. 11 Additional Document – **Adoption of a Resolution Continuing the Proclamation of a Local Emergency Due to the Outbreak of COVID-19, Authorizing the City Manager to Take All Necessary Actions as the Director of Emergency Services**

Attached is an additional document for item 11 updating the Resolution and attachments to reflect more recent references to orders issued by the California Department of Public Health and the Los Angeles County Health Officer.

- Addition of most current action by the Los Angeles County Board of Supervisors on November 10, 2020 (Attachment B of Resolution), updating the County's eviction moratorium in light of AB 3088 and federal eviction moratorium and extending the non-preempted tenant protections through January 31, 2021.

- Addition of reference to the Revised Temporary Targeted Safer At Home Health Officer Order for Control of Covid-19 issued by the, Los Angeles County Health Officer on December 9, 2020.

- Updated Section 21. Supersedes: to reflect the last adopted City Council Resolution No. 7685.

- Addition of attachments consistent with the updated resolution:
  - Attachment A: California Department of Public Health Stay at Home Order (December 3, 2020) and Supplemental Order (December 6, 2020)
  - Attachment B: Los Angeles County Board of Supervisors motion, temporary moratorium on evictions (November 10, 2020)
  - Attachment C: Al Fresco Dining and Retail Program
  - Attachment D: Los Angeles County Ordinance Capping Fees on Third-Party Delivery Services for Restaurants and Food Establishments (August 4, 2020)
  - Attachment E: COVID-19 Tenant Relief Act of 2020 (AB 3088)

RESOLUTION NO. ___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, CONTINUING ITS PROCLAMATION OF A LOCAL EMERGENCY DUE TO THE OUTBREAK OF COVID-19, ADDING REGULATIONS TO FACILITATE EXPANSION OF THE AL FRESO DINING AND RETAIL PROGRAM, INCLUDING SUSPENSION OF OUTDOOR DINING PERMIT FEE, ADOPTION BY REFERENCE OF LOS ANGELES COUNTY ORDINANCE LIMIITING THIRD-PARTY DELIVERY CHARGES FOR TAKE-OUT FOOD ORDERS, AND AUTHORIZING THE CITY MANAGER TO CONTINUE TO TAKE ALL NECESSARY ACTIONS AS THE DIRECTOR OF EMERGENCY SERVICES

WHEREAS, in December 2019, a novel severe acute respiratory syndrome coronavirus 2, known as SARS-CoV-2, which has also been referred to as COVID-19, was first detected in Wuhan, Hubei Province, People's Republic of China, causing outbreaks of the coronavirus disease COVID-19 that has now spread globally;

WHEREAS, on January 31, 2020, the United States Secretary of Health and Human Services declared a public health emergency in response to COVID-19;

WHEREAS, on March 4, 2020, Governor Gavin Newsom declared a state of emergency to exist in California as a result of COVID-19;

WHEREAS, on March 4, 2020, the Chair of the Los Angeles County Board of Supervisors and the Los Angeles County Health Officer declared a local emergency and a local health emergency, respectively, as a result of COVID-19;

WHEREAS, on March 12, 2020, Governor Gavin Newsom signed Executive Order N-25-20 giving state and local public health officials the authority to issue guidance limiting or recommending limitations upon attendance at public assemblies, conferences or other mass events;

WHEREAS, on March 13, 2020, President Donald Trump declared a national emergency as a result of COVID-19;

WHEREAS, on March 18, 2020, the South Pasadena City Council adopted Resolution No. 7646 declaring a local emergency, restricting private and public gatherings, and establishing protections for residential and commercial tenants, among other things;

WHEREAS, on March 19, 2020, the State Public Health Officer issued the "Stay at Home" order;

WHEREAS, on March 21, 2020, the Los Angeles County Health Officer issued the "Safer at Home" order;

WHEREAS, on April 28, 2020, Governor Gavin Newsom announced a 4-stage transition plan, titled "California's Pandemic Resilience Roadmap," to end the Stay at Home order;

WHEREAS, on May 6, 2020, the South Pasadena City Council adopted Resolution No. 7648 proclaiming the continuation of a local emergency and, among other things, suspended water and sewer utility terminations and the City's Parking Pass Program;

WHEREAS, on May 7, 2020, the State Public Health Officer amended the Stay at Home order to allow for the reopening of lower-risk workplaces;

WHEREAS, on May 29, 2020, the Los Angeles County Health Officer amended the Safer at Home order with a new order titled "Reopening Safer at Work and in the Community for Control of COVID-19," which seeks to limit residents' exposure during Los Angeles County's transition through Stage 2 of California's Pandemic Resilience Roadmap;

WHEREAS, Section 6 of the Los Angeles County Health Officer's May 29, 2020 order states, "This Order does not supersede any stricter limitation imposed by a local public entity within the County of Los Angeles Public Health Jurisdiction;"

WHEREAS, on June 17, 2020, the South Pasadena City Council adopted Resolution No. 7657, proclaiming the continuation of a local emergency and clarifying that any local regulations on public gatherings or private facilities as permissive as the Los Angeles County Health Officer's May 29, 2020 order and any subsequent Los Angeles County Health Officer orders; resuming the City's Parking Pass Program, and creating the Al Fresco Dining and Retail Program; and

WHEREAS, on July 18, 2020, the Los Angeles County Public Health Officer issued a revised Order regarding Reopening Safer at Work and specifying what businesses and services can be open either for inside shopping or outdoor pick-up only, what businesses can be open only by outside service, and what businesses and services are closed; and

WHEREAS, on August 5, 2020, the South Pasadena City Council adopted Resolution No.7669, proclaiming the continuation of a local emergency and clarifying that any local regulations on public gatherings or private facilities as permissive as the Los Angeles County Health Officer's July 18, 2020 order and any subsequent Los Angeles County Health Officer orders; resuming the City's Parking Pass Program, and expanding the Al Fresco Dining and Retail Program; and

WHEREAS, on August 12, 2020, the Los Angeles County Public Health Officer issued a revised Order, regarding Reopening Safer and Work.

WHEREAS, Section 6 of the Los Angeles County Health Officer's August 12, 2020 order states, "This Order does not supersede any stricter limitation imposed by a local public entity within the County of Los Angeles Public Health Jurisdiction;"

WHEREAS, on June 30, 2020, Governor Newsom issued Executive Order N-71- 20, which, among other things, found that minimizing evictions during this period is critical to

reducing the spread of COVID-19 in vulnerable populations by allowing those most vulnerable to COVID-19 to self-quarantine, self-isolate, or otherwise remain in their homes to reduce the transmission of COVID-19, and extended through September 30, 2020 Executive Order N-28-20's suspension of any and all provisions of state law that would preempt or otherwise restrict a local government's exercise of its police powers to impose substantive limitations on residential and commercial evictions with respect to COVID19-related rent payment issues;

WHEREAS, on August 31, 2020, California passed legislation, Assembly Bill 3088, the COVID-19 Tenant Relief Act of 2020, under which, among other things, no tenant can be evicted before February 1, 2021 as a result of rent owed due to a COVID-19 related hardship accrued between March 4 and August 31, 2020, if the tenant provides a declaration of COVID-19-related financial distress according to specified timelines; no tenant can be evicted for rent that accrues but is unpaid due to a COVID-19 hardship between September 1, 2020 and January 31, 2021 if the tenant submits declarations of COVID-19-related financial distress according to specified timelines and pays 25% of the unpaid rent due by January 31, 2020; and landlords are required to provide tenants a notice detailing their rights under the legislation;

~~**WHEREAS,** on September 1, 2020, the Los Angeles County Board of Supervisors amended its Executive Order imposing a temporary moratorium on evictions for non-payment of rent by commercial tenants impacted by COVID-19 until October 31, 2020;~~

WHEREAS, on September 4, 2020, the United States Center for Disease Control and Prevention, recognizing that "in the context of a pandemic, eviction moratoria – like quarantine, isolation, and social distancing – can be an effective public health measure utilized to prevent the spread of communicable disease," that eviction moratoria "facilitate self-isolation by people who become ill or who are at risk for severe illness from COVID-19 due to an underlying medical condition" and "allow State and local authorities to more easily implement stay-at-home and social distancing directives to mitigate the community spread of COVID-19," and that "housing stability helps protect public health because homelessness increases the likelihood of individuals moving into congregate settings, such as homeless shelters, which then puts individuals at higher risk to COVID-19" (Federal Register, Vol. 85, No. 173 at page 55292), issued an order, applicable in any State or local area without a moratorium on residential evictions that provides the same or greater level of public-health protections as the requirements in the order, requiring that, through December 31, 2020, subject to further extension, modification, or rescission, a landlord, owner of a residential property, or other person with a legal right to pursue eviction or possessory action shall not evict any covered person (as defined in the order) from any residential property in any State in which there are documented cases of COVID-19;

WHEREAS, on September 23, 2020, Governor Newsom signed Executive Order N-80-20, extending through March 31, 2021 Executive Order N-28-20, allowing local governments to impose commercial eviction moratoriums and restrictions for commercial tenants who are unable to pay their rent because of COVID-19;

WHEREAS, on November 10, 2020, the Los Angeles County Board of Supervisors updated ~~the County's~~the County's Evictions Moratorium in light of AB 3088 and Federal Eviction Moratorium and extended non-preempted tenant protections through January 31, 2021. The amended and restated Executive Order incorporates all aspects, restrictions, ~~and~~

~~requirements~~and requirements of the Moratorium adopted by the Board, as ratified and amended on March 31, 2020, April 14, 2020, May 12, 2020, June 23, 2020, July 21, 2020, September 1, 2020, October 13, 2020, and November 10, 2020;

WHEREAS, on November 19, 2020, the State Public Health Officer issued a Limited Stay at Home Order effective in counties under Tier One (Purple) of California's Blueprint for a Safer Economy, requiring that all gatherings with members of other households and all activities conducted outside the residence, lodging, or temporary accommodation with members of other households cease between 10:00pm PST and 5:00am PST, except for those activities associated with the operation, maintenance, or usage of critical infrastructure[1] or required by law;

WHEREAS, on November 25, 2020, the Los Angeles County Public Health Officer issued a revised Order aligning Los Angeles County with the State Public Health Officer's Limited Stay at Home Order ordering the closure of restaurants for indoor and outdoor dining;

WHEREAS, on December 3, 2020, the State Public Health Officer issued the Regional Stay at Home Order applying to state regions with less than 15% ICU availability, and prohibiting private gatherings of any size, closes sector operations except for critical infrastructure and retail, and requiring masking and physical distancing in all others;

WHEREAS, on December 6, 2020, the State Public Health Officer issued a Supplemental Order to the Regional Stay at Home Order, ordering the Southern California region, including Los Angeles County, be placed under the December 3, 2020 Regional Stay at Home Order;

WHEREAS, on December 9, 2020, the Los Angeles County Public Health Officer issued a revised Order ordering that outdoor playgrounds may remain open to facilitate physically distanced personal health and wellness through outdoor exercise if they follow County health protocols;

WHEREAS, despite sustained efforts, COVID-19 remains a threat, and continued efforts to control the spread of the virus to reduce and minimize the risk of infection are needed;

WHEREAS, these conditions warrant and necessitate that the City continue its proclamation of the existence of a local emergency;

WHEREAS, Chapter 11 of the South Pasadena Municipal Code empowers the City Council to proclaim the existence or threatened existence of a local emergency and to issue rules and regulations on matters reasonably related to the protection of life and property as affected by such emergency;

WHEREAS, Government Code section 8634 states, "During a local emergency the governing body of a political subdivision, or officials designated thereby, may promulgate orders and regulations necessary to provide for the protection of life and property, including orders or regulations imposing a curfew within designated boundaries where necessary to preserve the public order and safety. Such orders and regulations and amendments and rescissions thereof shall be in writing and shall be given widespread publicity and notice"; and

WHEREAS, Government Code section 8630 (c) states, "The governing body shall review the need for continuing the local emergency at least once every 60 days until the government body terminates the local emergency."

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. Recitals. The preceding Recitals are true and correct and are hereby incorporated and adopted as findings and determinations by the City Council as if fully set forth herein.

SECTION 2. Proclamation. Pursuant to Government Code section 8630, subdivision (a), the City Council proclaims the continuation of a local emergency due to the outbreak of SARS-CoV-2 (COVID-19).

SECTION 3. Regulation of Public Gatherings. Any local regulations on public gatherings are ordered to be as permissive as the State Public Health Officer's December 3, 2020 Regional Stay at Home Order and December 6, 2020 Supplemental Order, attached as Attachment A, and any subsequent State Public Health Officer or Los Angeles County Health Officer orders;

SECTION 4. Regulation of Public Facilities. Commencing immediately, the Director of Emergency Services is directed to continue the closure to the public of all City-owned facilitates that require close contact of vulnerable individuals, including those over 60 years old or with compromised immune systems.

SECTION 5. Regulation of Private Facilities. Any local regulations on private facilities are ordered to be as permissive as the State Public Health Officer's December 3, 2020 Regional Stay at Home Order and December 6, 2020 Supplemental Order, attached as Attachment A, and any subsequent State Public Health Officer or Los Angeles County Health Officer orders;

SECTION 6. Enforcement. Any violation of the above prohibitions may be punishable by a fine not to exceed $1,000 or imprisonment not to exceed six months, pursuant to the South Pasadena Municipal Code section 11.11.

SECTION 7. Exemption of Delivery Vehicles. Trucks and other vehicles engaged in the delivery of grocery items to grocery stores, when such items are to be made available for sale to the public, remain exempt from having to comply with any City rules and regulations that limit the hours for such deliveries.

SECTION 8. Guidance for Religious Gatherings. The leaders of the City's houses of worship are urged, in the strongest possible terms, to limit gatherings on their premises and to explore and implement ways to practice their respective faiths while observing social distancing

practices, and to comply with the current and any subsequent State Public Health Officer or Los Angeles County Health Officer orders.

SECTION 9. Protection of Affected Tenants. The provisions of the COVID-19 Tenant Relief Act of 2020, attached as Attachment E, shall apply to all residential tenants within the City. The Los Angeles County Board of Supervisor's Amended Executive Order (Attachment B) imposing a temporary moratorium on evictions for non-payment of rent by certain commercial tenants adversely financially impacted by COVID-19 through ~~October 31, 2020~~January 31, 2021 shall control and apply to all those commercial tenants in the City as are protected by the County's Executive Order. Any further amendments or orders issued by the County Board imposing or extending a temporary evictions moratorium shall also control as they may become effective and per their terms and conditions.

SECTION 10. Suspension of Utility Terminations. For a period of 60 days from the date of this Resolution, for customers who are able to show an inability to pay their water and sewer bill due to the "financial impacts related to COVID-19" as defined in Section 9 above, the City hereby suspends:

a) The discontinuation or shut-off of water service for residents and businesses in the City for non-payment of water and sewer bills;

b) The imposition of late payment penalties or fees for delinquent water and/or sewer bills;

SECTION 11. Reinstatement of Parking Pass Program. Effective July 6, 2020, the City hereby reinstates the Parking Pass Program and authorizes the issuance of overnight parking passes and the imposition of late payment penalties or fees for parking violations.

SECTION 12. Temporary Modifications to Commercial Signage Requirements. No more than two temporary signs shall be allowed per business. All temporary signs must still comply with the size and location requirements set forth in SPMC Section 36.320.080.

Temporary window signs shall be limited to 20 percent of the window area.

No more than one temporary sign shall be located in the public right-of-way. During the Local Emergency Declaration, an application to place a temporary sign in the public right of way shall only require administrative approval by the Planning Director; an encroachment permit is still required to be issued by the Public Works Director, but the encroachment permit fee is waived.

Temporary signs shall be in place for no more than 30 days or until the Local Emergency Declaration has been lifted, whichever is later. Temporary signs may include a banner, in compliance with the size and locations of SPMC Section 36.320.080(B). During this Local Emergency Declaration, the $50 application fees for a banner sign is waived.

SECTION 13. Al Fresco Dining and Retail Program. To support local businesses during the Coronavirus pandemic, an Al Fresco Dining and Retail Pilot Program, as set forth in Attachment C, is approved to temporarily relax Temporary Use Permit (TUP), Encroachment Permit, and parking requirements in order to facilitate the use of outdoor spaces for dining and retail purposes while maintaining the necessary social distancing protocols. This temporary

program is valid for 90 days after the termination of the Declaration of Local Emergency. In order to facilitate outdoor dining, the City's Outdoor Dining Permit Fee is waived for the duration of the Al Fresco Dining and Retail Program. Additionally, the City Manager or her designee has the discretion to relocate ADA parking spaces to other public right-of-way space or public facilities in order to facilitate the potential use of street frontage for outdoor dining spaces for applicants to the Al Fresco Dining and Retail Program. The Al Fresco Dining and Retail Pilot Program shall be suspended for the duration of the November 25, 2020, Los Angeles County Public Health Officer ordering the closure of restaurants for indoor and outdoor dining.

SECTION 14. Capping Fees on Third-Party Delivery Services for Restaurants and Food Establishments. The August 4, 2020 Los Angeles County Ordinance (Attachment D) establishing a twenty percent cap on total fees including a fifteen percent cap on delivery fees that a food delivery platform may charge to restaurants, prohibiting reduction of delivery driver compensation as a result, and requiring disclosures to be made by the food delivery platform to customers, in response to the COVID-19 health emergency is adopted by reference and incorporated into this Resolution.

SECTION 15. Emergency Authority. Pursuant to Government Code section 8634, the City Council reaffirms its authorization of the Director of Emergency Services to take any measures necessary to protect and preserve public health and safety, including activation of the Emergency Operations Center.

SECTION 16. Public Health Officials. The City Council reaffirms its authorization of the Director of Emergency Services to implement any guidance, recommendations, or requirements imposed by the State Department of Public Health or the Los Angeles County Health Officer.

SECTION 17. Termination. Pursuant to Government Code section 8630, subdivision (d), the City Council will proclaim the termination of the emergency at the earliest possible date that conditions warrant.

SECTION 18. Review. Pursuant to Government Code section 8630, subdivision (c), the City Council will review the need for continuing the local emergency in no event later than 60 days from the previous declaration or review, until the City Council terminates the local emergency.

SECTION 19. Cost Accounting. City staff will continue to account for their time and expenses related to addressing the local emergency caused by COVID-19.

SECTION 20. Cost Recovery. The City will seek recovery for the cost of responding to COVID-19, as this proclamation was originally made within 10 days of the Governor's Executive Order N-25-20 and the President's declaration of a national emergency, qualifying the City for assistance under the California Disaster Assistance Act and for reimbursement from the Federal Emergency Management Agency.

SECTION 21. Supersedes. This Resolution restates and supersedes the declaration of emergency set forth in Resolution No. ~~7657~~7685.

SECTION 22. Submissions. The City Clerk will transmit a copy of this Resolution at the earliest opportunity to the Los Angeles County Operational Area and the California Governor's Office of Emergency Services.

SECTION 23. Certification. The City Clerk will certify to the passage and adoption of this Resolution and its approval by the City Council and shall cause the same to be listed in the records of the City.

PASSED, APPROVED AND ADOPTED on this 16th day of December, 2020.

____
Diana Mahmud, Mayor

ATTEST:	**APPROVED AS TO FORM:**
__________________________	________________________________
Maria E. Ayala, Chief City Clerk	Teresa L. Highsmith, City Attorney

I HEREBY CERTIFY the foregoing resolution was duly adopted by the City Council of the City of South Pasadena, California, at a regular meeting held on the 16th day of December, 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

____
Maria E. Ayala, Chief City Clerk
(seal)

Attachment A

State of California—Health and Human Services Agency
California Department of Public Health

SANDRA SHEWRY, MPH,MSW
Acting Director
ERICA S. PAN, MD,MPH
Acting State Health Officer

GAVIN NEWSOM
Governor

Regional Stay At Home Order
12/03/2020

Upon assessment of the recent, unprecedented rise in the rate of increase in COVID-19 cases, hospitalizations, and test positivity rates across California, the California Department of Public Health (CDPH) is taking immediate actions to prevent the spread of the virus.

The State, like the nation, continues to record an unprecedented surge in the level of community spread of COVID-19. California implemented an accelerated application of the Blueprint Framework metrics on November 16 and a limited Stay at Home Order issued on November 19. However, in the interim, the number of new cases per day has increased by over 112%, (from 8,743 to 18,588) and the rate of rise of new cases per day continues to increase dramatically. The number of new hospital admissions has increased from 777 on November 15, to 1,651 on December 2, and because of the lag between case identification and hospitalizations, we can only expect these numbers to increase.

Current projections show that without additional intervention to slow the spread of COVID-19, the number of available adult Intensive Care Unit (ICU) beds in the State of California will be at capacity in mid-December. This is a sign that the rate of rise in cases, if it continues, is at risk of overwhelming the ability of California hospitals to deliver healthcare to its residents suffering from COVID-19 and from other illnesses requiring hospital care. ICU beds are a critical resource for individuals who need the most advanced support and care and the ability to add additional ICU capacity is limited by the lack of available ICU nurses and physicians as a result of the nationwide surge in hospitalizations and ICU admissions.

Because the rate of increases in new cases continues to escalate and threatens to overwhelm the state's hospital system, further aggressive action is necessary to respond to the quickly evolving situation. While vaccines are promising future interventions, they are not available to address the immediate risks to healthcare delivery in the current surge. The immediate aggressive institution of additional non-pharmaceutical public health interventions is critical to avoid further overwhelming hospitals and to prevent the need to ration care.

CDPH, MS 500 ● P.O. Box 997377 ● Sacramento, CA 95899-7377
(916) 558-1784
Department Website (www.cdph.ca.gov)

NOW, THEREFORE, I, as Acting State Public Health Officer of the State of California, order:

1. CDPH will evaluate public health based on Regions, responsive to hospital capacity for persons resident in those Regions.

2. CDPH will evaluate the adult ICU bed capacity for each Region and identify on covid19.ca.gov any Regions for which that capacity is less than 15%. When that capacity is less than 15%, the following terms (the Terms of this Order) will apply.

    a. All gatherings with members of other households are prohibited in the Region except as expressly permitted herein.

    b. All individuals living in the Region shall stay home or at their place of residence except as necessary to conduct activities associated with the operation, maintenance, or usage of critical infrastructure,[1] as required by law, or as specifically permitted in this order.

    c. Worship and political expression are permitted outdoors, consistent with existing guidance for those activities.

    d. Critical infrastructure sectors may operate and must continue to modify operations pursuant to the applicable sector guidance.

    e. Guidance related to schools remain in effect and unchanged. Accordingly, when this Order takes effect in a Region, schools that have previously reopened for in-person instruction may remain open, and schools may continue to bring students back for in-person instruction under the Elementary School Waiver Process or Cohorting Guidance.

    f. In order to reduce congestion and the resulting increase in risk of transmission of COVID-19 in critical infrastructure retailers, all retailers may operate indoors at no more than 20% capacity and must follow the guidance for retailers. All access to retail must be strictly metered to ensure compliance with the limit on capacity. The sale of food, beverages, and alcohol for in-store consumption is prohibited.

    g. To promote and protect the physical and mental well-being of people in California, outdoor recreation facilities may continue to operate. Those facilities may not sell food or drink for on-site consumption. Overnight stays at

[1] See https://covid19.ca.gov/essential-workforce/ for full list of California's Critical Infrastructure workforce.

campgrounds are not permitted.

h. Nothing in this Order prevents any number of persons from the same household from leaving their residence, lodging, or temporary accommodation, as long as they do not engage in any interaction with (or otherwise gather with) any number of persons from any other household, except as specifically permitted herein.

i. Terms (a) and (b) of this section do not apply to persons experiencing homelessness.

3. Except as otherwise required by law, no hotel or lodging entity in California shall accept or honor out of state reservations for non-essential travel, unless the reservation is for at least the minimum time period required for quarantine and the persons identified in the reservation will quarantine in the hotel or lodging entity until after that time period has expired.

4. This order shall take effect on December 5, 2020 at 1259pm PST.

5. For Regions where the adult ICU bed capacity falls below 15% after the effective date of this order, the Terms of this Order shall take effect 24 hours after that assessment.

6. The Terms of this Order shall remain in place for at least three weeks from the date the order takes effect in a Region and shall continue until CDPH's four-week projections of the Region's total available adult ICU bed capacity is greater than or equal to 15%. Four-week adult ICU bed capacity projections will be made approximately twice a week, unless CDPH determines that public health conditions merit an alternate projection schedule. If after three weeks from the effective date of the Terms of this Order in a Region, CDPH's four-week projections of the Region's total available adult ICU bed capacity is greater than or equal to 15%, the Terms of this Order shall no longer apply to the Region

7. After the termination of the Terms of this Order in a Region, each county within the Region will be assigned to a tier based on the Blueprint for a Safer Economy as set out in my August 28, 2020 Order, and the County is subject to the restrictions of the Blueprint appropriate to that tier.

8. I will continue to monitor the epidemiological data and will modify this Regional Stay-at-Home Order as required by the evolving public health conditions. If I determine that it is necessary to change the Terms of this Order, or otherwise modify the Regional Stay-at-Home Order, these modifications will be posted at covid19.ca.gov.

9. When operative in a Region, the Terms of this Order supersede any conflicting terms in other CDPH orders, directives, or guidance. Specifically, for those Regions with ICU bed capacity triggering this order, the Terms of this Order shall supersede the State's Blueprint for a Safer Economy and all guidance (other than guidance for critical infrastructure sectors) during the operative period. In all Regions that are not subject to the restrictions in this order, the Blueprint for a Safer Economy and all guidance shall remain in effect.

10. This order is issued pursuant to Health and Safety Code sections 120125, 120130(c), 120135, 120140, 120145, 120175,120195 and 131080; EO N-60-20, N-25-20, and other authority provided for under the Emergency Services Act; and other applicable law.

Erica S. Pan, MD, MPH
Acting State Public Health Officer
California Department of Public Health

State of California—Health and Human Services Agency

California Department of Public Health

Sandra Shewry
Acting Director
Erica S. Pan, MD, MPH
Acting State Health Officer

GAVIN NEWSOM
Governor

December 6, 2020

TO: All Californians

SUBJECT: Supplement to Regional Stay At Home Order

Note: This Supplemental Order accompanies the Regional Stay at Home Order.

I, as Acting State Public Health Officer of the State of California, order as follows:

1. In order to ensure that California's grocery stores are able to safely deliver sufficient quantities of food to California households, it is necessary to ensure capacity for grocery stores. Therefore, in the Regions that are subject to my Regional Stay At Home Order of December 3, 2020, stand-alone grocery stores where the principal business activity is the sale of food may operate at 35% of capacity (based on fire department occupancy limits). All access to grocery stores must be strictly metered to ensure compliance with the limit on capacity. The sale of food, beverages, and alcohol for in- store consumption is prohibited.
2. The travel restriction in paragraph 3 of my Regional Stay At Home Order is applicable only when at least one Region has an adult ICU bed capacity of less than 15%, as set forth in paragraph 2 of that Order.
3. Paragraph 5 of my Regional Stay At Home Order is modified as follows: For Regions where the adult ICU bed capacity falls below 15% after the effective date of this order, the Terms of this Order shall take effect the next day after that assessment is made, at 11:59pm.
4. All other terms may remain in effect as stated in that Order.
5. This order is effective immediately and shall remain in effect as long as the Regional Stay At Home Order.
6. This order is issued pursuant to Health and Safety Code sections 120125, 120130(c), 120135, 120140, 120145, 120175,120195 and 131080; EO N-60-20, N-25-20, and other authority provided for under the Emergency Services Act; and other applicable law.

[signature]

Erica S. Pan, MD, MPH
Acting State Public Health Officer
California Department of Public Health

California Department of Public Health
PO Box, 997377, MS 0500, Sacramento, CA 95899-7377
Department Website (cdph.ca.gov)

Page Last Updated : December 10, 2020

Attachment B

AGN. NO.____

MOTION BY SUPERVISORS SHEILA KUEHL AND HILDA L. SOLIS

November 10, 2020

Updating the County's Eviction Moratorium in Light of AB3033 and Federal Eviction Moratorium and Extending Non-Preempted Tenant Protections Through January 31, 2021

The County of Los Angeles continues to face an unprecedented public health and economic crisis due to the novel coronavirus (COVID-19) pandemic. The Board has responded with a series of emergency orders to provide timely and necessary relief to tenants facing socio-economic and health impacts due to the COVID-19 pandemic. This also includes the release of Coronavirus Relief Fund (CRF) under the Coronavirus Aid, Relief, and Economic Security (CARES) Act to be provided for rent relief for those who have experienced loss of income, reduction in hours, or unemployment as a result of the COVID-19 pandemic. On March 19, 2020, the Chair of the Board of Supervisors (Board) issued an Executive Order imposing a temporary moratorium on evictions for non-payment of rent by residential or commercial tenants impacted by COVID-19 in the unincorporated areas, commencing March 4, 2020, through May 31, 2020, which the Board has now extended through November 30, 2020 (Eviction Moratorium). On September 1, 2020, this Board extended the Eviction Moratorium and established the

MOTION

SOLIS	______________________
RIDLEY-THOMAS	______________________
KUEHL	______________________
HAHN	______________________
BARGER	______________________

County's Eviction Moratorium as the baseline for all incorporated cities within Los Angeles County to the extent the cities' eviction moratoria do not include the same or greater tenant protections as the provisions of the County's Eviction Moratorium.

Although the County's Eviction Moratorium is partially preempted by AB 3088, the County is still able to provide needed protections for residential tenants and mobilehome space renters, such as those related to the rent freeze, protection from harassment, and eviction protections related to just cause, nuisance, and unauthorized occupants or pets whose presence is necessitated by or related to the COVID-19 emergency. Additionally, the County’s Eviction Moratorium with respect to protections for commercial tenants, including eviction protection for those who are unable to pay rent due to the COVID-19 pandemic is unaffected by AB 3088. As such, due to the ongoing COVID-19 pandemic, this Board should take action to further extend these eviction protections for residential and commercial tenants as it is in the County's best interest to protect tenants and prevent housed individuals from falling into homelessness and to minimize losses to local businesses.

WE, THEREFORE, MOVE that the Board of Supervisors:

1. Direct County Counsel and the Department of Business and Consumer Affairs (DCBA) to update the Resolution further amending and restating the County's Eviction Moratorium Executive Order to extend protections for residential and commercial tenants and mobilehome space renters that are not preempted by AB 3088 through January 31, 2021; and
2. Authorize and direct the Chair of the Board to sign the updated Resolution, upon approval as to form by County Counsel.

S:RS/UpdatingTheCounty’sEvictionMoratoriumInLightOfAB3088AndFederalEvictionMoratoriumAndExtendingNon-PreemptedTenantProtectionsThroughJanuary31,2021

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES FURTHER AMENDING AND RESTATING THE EXECUTIVE ORDER FOR AN EVICTION MORATORIUM DURING EXISTENCE OF A LOCAL HEALTH EMERGENCY REGARDING NOVEL CORONAVIRUS (COVID-19)

WHEREAS, on March 4, 2020, the Chair of the Los Angeles County Board of Supervisors ("Board") proclaimed, pursuant to Chapter 2.68 of the Los Angeles County Code, and the Board ratified that same day, the existence of a local emergency because the County of Los Angeles ("County") is affected by a public calamity due to conditions of disaster or extreme peril to the safety of persons and property arising as a result of the introduction of the novel coronavirus ("COVID-19") in Los Angeles County;

WHEREAS, also on March 4, 2020, the County Health Officer determined that there is an imminent and proximate threat to the public health from the introduction of COVID-19 in Los Angeles County, and concurrently declared a Local Health Emergency;

WHEREAS, ensuring that all people in the County continue to have access to running water during this public health crisis will enable compliance with public health guidelines advising people to regularly wash their hands, maintain access to clean drinking water, help prevent the spread of COVID-19, and prevent or alleviate illness or death due to the virus;

WHEREAS, ensuring that all customers in the County that receive power services from Southern California Edison and Southern California Gas Company (collectively, "Public Utilities") continue to have access to electricity so they are able to receive important COVID-19 information, keep critical medical equipment functioning, and utilize power, as needed, will help to prevent the spread of COVID-19 and prevent or alleviate illness or death due to the virus;

WHEREAS, on March 13, 2020, the Public Utilities announced that they will be suspending service disconnections for nonpayment and waiving late fees, effective immediately, for residential and business customers impacted by the COVID-19 emergency;

WHEREAS, on March 16, 2020, Governor Newsom issued Executive Order N-28-20 that authorizes local governments to halt evictions of renters, encourages financial institutions to slow foreclosures, and protects renters and homeowners against utility shutoffs for Californians affected by COVID-19;

WHEREAS, on March 19, 2020, the Chair of the Board issued an Executive Order ("Executive Order") that imposed a temporary moratorium on evictions for non-payment of rent by residential or commercial tenants impacted by COVID-19 ("Moratorium"), commencing March 4, 2020, through May 31, 2020 ("Moratorium Period");

WHEREAS, on March 21, 2020, due to the continued rapid spread of COVID-19 and the need to protect the community, the County Health Officer issued a revised Safer

at Home Order for Control of COVID-19 ("Safer at Home Order") prohibiting all events and gatherings and closing non-essential businesses and areas until April 19, 2020;

WHEREAS, on March 27, 2020, Governor Newsom issued Executive Order N-37-20 extending the period for response by tenants to unlawful detainer actions and prohibiting evictions of tenants who satisfy the requirements of Executive Order N-37-20;

WHEREAS, on March 31, 2020, the Board ratified the Chair's Executive Order and amended the ratified Executive Order to include a ban on rent increases in the unincorporated County to the extent permitted by State law and consistent with Chapter 8.52 of the County Code;

WHEREAS, on April 6, 2020, the California Judicial Council, the policymaking body of the California courts, issued eleven temporary emergency measures, of which Rules 1 and 2 effectively provide for a moratorium on all evictions and judicial foreclosures;

WHEREAS, on April 14, 2020, the Board further amended the Executive Order to: expand the County's Executive Order to include all incorporated cities with the County; include a temporary moratorium on eviction for non-payment of space rent on mobilehome owners who rent space in mobilehome parks; include a ban on rent increases in the unincorporated County to the extent permitted by State law and consistent with Chapters 8.52 and 8.57 of the County Code; and enact additional policies and make additional modifications to the Executive Order;

WHEREAS, COVID-19 is causing, and is expected to continue to cause, serious financial impacts to Los Angeles County residents and businesses, including the substantial loss of income due to illness, business closures, loss of employment, or reduced hours, impeding their ability to pay rent;

WHEREAS, displacing residential and commercial tenants who are unable to pay rent due to such financial impacts will worsen the present crisis by making it difficult for them to comply with the Safer at Home Order, thereby placing tenants and many others at great risk;

WHEREAS, while it is the County's public policy and intent to close certain businesses to protect public health, safety and welfare, the County recognizes that the interruption of any business will cause loss of, and damage to, the business. Therefore, the County finds and declares that the closure of these businesses is mandated for the public health, safety and welfare; the physical loss of, and damage to, businesses is resulting from the shutdown; and these businesses have lost the use of their property and are not functioning as intended;

WHEREAS, because homelessness and instability can exacerbate vulnerability to, and the spread of, COVID-19, the County must take measures to preserve and increase housing security and stability for Los Angeles County residents to protect public health;

WHEREAS, a County-wide approach to restricting displacement is necessary to accomplish the public health goals of limiting the spread of the COVID-19 virus as set forth in the Safer at Home Order;

WHEREAS, based on the County's authority during a state of emergency, pursuant to Government Code section 8630 et seq. and Chapter 2.68 of the County Code, the County may issue orders to all incorporated cities within the County to provide for the protection of life and property, where necessary to preserve the public order and safety;

WHEREAS, due to the continued, rapid spread of COVID-19 and the need to preserve life and property, the County has determined that continued evictions in the County and all of its incorporated cities during this COVID-19 crisis would severely impact the health, safety and welfare of County residents;

WHEREAS, loss of income as a result of COVID-19 may hinder County residents and businesses from fulfilling their financial obligations, including paying rent and making public utility payments, such as water and sewer charges;

WHEREAS, on May 12, 2020, the Board approved, and delegated authority to the Chair to execute, an Amended and Restated Executive Order that extends the Moratorium Period through June 30, 2020, unless further extended or repealed by the Board, and incorporates additional provisions, subject to approval as to form by County Counsel;

WHEREAS, on May 12, 2020, the Board determined to reevaluate the Executive Order every thirty (30) days to consider further extensions;

WHEREAS, on June 23, 2020, the Board extended the Moratorium Period through July 31, 2020;

WHEREAS, on June 30, 2020, Governor Newsom issued Executive Order N-71-20, extending the timeframe for the protections set forth in Executive Order N-28-20, that authorized local governments to halt evictions for renters impacted by the COVID-19 pandemic through September 30, 2020;

WHEREAS, on September 1, 2020, Governor Newsom signed Assembly Bill ("AB") 3088 into law to provide immediate protections and financial relief to residential tenants, homeowners, and small landlords impacted by COVID-19, as follows:

1. Residential tenants, which includes mobilehome space renters, who are unable to pay rent between March 1, 2020, and January 31, 2021, due to financial distress related to COVID-19, including but not limited to increased childcare or elderly care costs and health care costs, are protected from eviction as described below;

2. A landlord who serves notice on a residential tenant from March 1, 2020, through January 31, 2021, demanding payment of rent must: (a) provide an unsigned copy of a declaration of COVID-19-related financial distress; and

(b) advise the tenant that eviction will not occur for failure to comply with the notice if the tenant provides such declaration, and additional documentation if the tenant is a high-income tenant, within fifteen (15) days;

3. A landlord may initiate an unlawful detainer action beginning October 5, 2020, if a residential tenant is unable to deliver the required declaration within the statutory time period;

4. Until February 1, 2021, a landlord is liable for damages between $1,000 and $2,500 for violation of the notice requirements if the residential tenant has provided the landlord with the required declaration of COVID-19-related financial distress;

5. A residential tenant who has provided the landlord with a signed declaration must, by January 31, 2021, pay at least 25 percent of rent owed for the months of October 2020, through January 2021, inclusive; and

6. Actions adopted by local governments between August 19, 2020, and January 31, 2021, to protect residential tenants from eviction due to financial hardship related to COVID-19 are temporarily preempted, where such actions will not become effective until February 1, 2021;

WHEREAS, on September 1, 2020, the Board extended the Moratorium Period through October 31, 2020, and established the County's eviction protections as the baseline for all incorporated cities within Los Angeles County, including cities that have their own local eviction moratoria, if the City's moratorium does not include the same or greater tenant protections as the County's Moratorium;

WHEREAS, on September 4, 2020, the Centers for Disease Control and Prevention ("CDC") issued a nationwide eviction moratorium order providing additional protections and financial relief for residential tenants and landlords who are experiencing financial hardships, regardless of whether the hardship is related to the COVID-19 pandemic, through December 31, 2020, as follows:

1. Actions adopted by State or local governments are not preempted if they provide equal or greater tenant protections;

2. A residential tenant, which includes a mobilehome space renter, who qualifies under the CDC Order must submit a declaration to the landlord before December 31, 2020, that the residential tenant has used best efforts to obtain all government assistance for rent or housing, is income qualified, is using best efforts to make timely partial payments to the extent feasible, and would likely end up homeless or be forced into a shared living situation if evicted, because the individual has no other available housing options.

3. Landlords violating the CDC Order may be subject to civil and/or criminal fines and penalties. Criminal penalties for violations include a fine of no more than $100,000, or $250,000 if the violation results in death, or one year in jail, or both.

If the landlord is an organization, criminal penalties for violations include a fine of no more than $200,000, or $500,000 if the violation results in death, or as otherwise provided by law. The United States Department of Justice may initiate court proceedings to seek imposition of such criminal penalties.

WHEREAS, on September 23, 2020, Governor Newsom issued Executive Order N-80-20, further extending the timeframe for the protections set forth in Executive Order N-28-20, authorizing local governments to halt evictions of commercial renters impacted by the COVID-19 pandemic, through March 31, 2021;

WHEREAS, the County's Eviction Moratorium protects residential tenants and mobilehome space renters who are unable to pay rent due to financial impacts related to COVID-19 for the period of March 1, 2020, through September 30, 2020, and rent not paid during that period does not need to be repaid until September 30, 2021;

WHEREAS, in addition to other tenant protections, the County's Eviction Moratorium protects residential tenants and mobilehome space renters from eviction for nuisance, or for unauthorized occupants or pets whose presence is necessitated by or related to the COVID-19 emergency, and commercial tenants from eviction who are unable to pay rent due to the COVID-19 pandemic through October 31, 2020;

WHEREAS, in the interest of public health and safety, as affected by the emergency caused by the spread of COVID-19, it is necessary for the Board to adopt this Resolution Further Amending and Restating the Executive Order for an Eviction Moratorium ("Resolution") related to the protection of life and property; and

WHEREAS, on November 10, 2020, the Board determined that an emergency continues to exist within the County threatening the lives, property and welfare of the County and its constituents and wishes to extend the Eviction Moratorium through January 31, 2021.

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES DOES HEREBY PROCLAIM, RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

I. This Amended and Restated Executive Order incorporates all aspects, restrictions, and requirements of the Moratorium adopted by the Board, as ratified and amended on March 31, 2020, April 14, 2020, May 12, 2020, June 23, 2020, July 21, 2020, September 1, 2020, October 13, 2020, and November 10, 2020.

II. The Moratorium Period is extended until January 31, 2021, unless further extended or repealed by the Board. The Board will reevaluate the need for further extensions every thirty (30) days.

III. A temporary moratorium on evictions of residential or commercial tenants, or space rent by mobilehome owners, impacted by the COVID-19 crisis is imposed as follows:

a. Commencing March 4, 2020, through January 31, 2021, unless further extended or repealed by the Board, no residential or commercial property owner or mobilehome park owner (individually as "Landlord" and collectively as "Landlords") shall evict a residential or commercial tenant or mobilehome space renter (individually as "Tenant" and collectively as "Tenants") in the unincorporated County, and all incorporated cities within the County, as follows:

(1) through September 30, 2020, for residential tenants and mobilehome space renters, and through the duration of the moratorium for commercial tenants, for nonpayment of rent, late charges, interest, or any other fees accrued if the Tenant demonstrates an inability to pay rent and/or such related charges due to financial impacts related to COVID-19, the state of emergency regarding COVID-19, or following government-recommended COVID-19 precautions, and the Tenant has provided notice to the Landlord within seven (7) days after the date that rent and/or such related charges were due, unless extenuating circumstances exist, that the Tenant is unable to pay; and

(2) through the duration of the moratorium, for reasons amounting to a no-fault eviction under the County Code; and

(3) notwithstanding (1) and (2), above, or any other provision of this Moratorium, this Moratorium shall not apply where the tenant's occupancy is a threat to the public health and safety, as determined by a court of law.

Except as otherwise indicated, effective July 21, 2020, this Moratorium applies to all unincorporated areas and incorporated cities within the County of Los Angeles pursuant to Government Code section 8630, et seq. and Chapter 2.68 of the County Code. It is the intent of the County, in enacting this Moratorium, to provide uniform, minimum standards protecting residential, mobilehome space renters, and commercial tenants during this local emergency. Nothing in this Moratorium shall be construed to preclude any city from imposing, or continuing to impose, greater local protections than are imposed by this Moratorium if the protections are not inconsistent with this Moratorium and are not preempted by state or federal regulations. Examples of greater local protections include, but are not limited to, granting additional time for commercial tenants to notify a Landlord of inability to pay, removing a requirement that a commercial tenant notify a Landlord of an inability to pay, removing a requirement for a commercial tenant to provide a certification or evidence of inability to pay, expanding the prohibition on evictions of commercial tenants and residential tenants to include additional prohibited grounds for eviction, increasing the rent repayment period for commercial tenants, or extending protections beyond the expiration of this Moratorium.

i. "Financial impacts" means substantial loss of household income or loss of revenue or business for Tenants due to business closure, increased costs, reduced revenues, or other similar reasons impacting a business's ability to pay rent due, loss of compensable hours of work or wages, layoffs, or extraordinary out-of-pocket medical expenses.

ii. A financial impact is "related to COVID-19" if it was a result of any of the following: (a) a suspected or confirmed case of COVID-19, or caring for a household or family member who has a suspected or confirmed case of COVID-19; (b) lay-off, loss of compensable work hours, or other reduction or loss of income or revenue resulting from business closure or other economic or employer impacts of COVID-19; (c) compliance with a recommendation from the County's Health Officer to stay at home, self-quarantine, or avoid congregating with others during the state of emergency; (d) extraordinary out-of-pocket medical expenses related to diagnosis and testing for and/or treatment of COVID-19; or (e) child care needs arising from school closures related to COVID-19.

b. No Landlord shall initiate an eviction proceeding during the Moratorium Period for nuisance or for unauthorized occupants or pets whose presence is necessitated by or related to the COVID-19 emergency. A commercial tenant includes, but is not limited to, a commercial tenant using a property as a storage facility for commercial purposes.

c. "No-fault eviction" refers to any eviction for which the grounds for terminating tenancy is not based on any alleged fault by the Tenant, including, but not limited to, those stated in Code of Civil Procedure section 1161 et seq., and Chapters 8.52 and 8.57 of the County Code.

d. Consistent with the provisions of this Paragraph III, this Moratorium applies to nonpayment eviction notices, no-fault eviction notices, rent increase notices, and unlawful detainer actions, served and/or filed, on or after March 4, 2020.

e.

i. Commercial tenants with nine (9) employees or fewer shall have twelve (12) months to repay their Landlords for any amounts due and owing. Commercial tenants with ten (10) or more, but fewer than 100, employees shall have six (6) months to repay their Landlords for any amounts due and owing, in equal installments, unless the commercial tenant and Landlord agree to an alternate payment arrangement. This repayment shall begin at the conclusion of the

Moratorium Period, as it may be further extended or repealed by the Board.

ii. Residential tenants, and mobilehome space renters shall have twelve (12) months to repay their Landlords for any amounts due and owing as of September 30, 2020.

iii. Tenants and Landlords are encouraged to agree on a payment plan during this Moratorium Period, and nothing herein shall be construed to prevent a Landlord from requesting and accepting partial rent payments, or a Tenant from making such payments, if the Tenant is financially able to do so.

f.

i. Commercial tenants with nine (9) employees or fewer, may provide, and Landlords must accept, a self-certification of inability to pay rent, and are required to provide notice to the Landlord to this effect within the time-frame specified in this Paragraph III. Commercial tenants with ten (10) or more, but fewer than 100, employees must also provide written documentation demonstrating financial hardship along with notice provided to the Landlord.

ii. Through September 30, 2020, residential tenants and mobilehome space renters may provide, and Landlords must accept, a self-certification of inability to pay rent, and are required to provide notice to the Landlord to this effect within the time-frame specified in this Paragraph III.

g. Landlords, and those acting on their behalf, are prohibited from harassing or intimidating Tenants for acts or omissions by Tenants permitted under this Moratorium.

h. This Moratorium addresses the County's public policy and intent to close certain businesses to protect public health, safety and welfare, and the County recognizes that the interruption of any business will cause loss of, and damage to, the business. Therefore, the County finds and declares that the closure of these businesses is mandated for the public health, safety and welfare, the physical loss of, and damage to, businesses is resulting from the shutdown, and these businesses have lost the use of their property and are not functioning as intended.

i. Commencing June 1, 2020, commercial tenants that are multi-national, publicly-traded, or have more than 100 employees, are excluded from the protections of this Moratorium. Commencing September 1, 2020, commercial tenants of space or property located at airports are excluded from the protections of this Moratorium.

j. The Director of the Department of Consumer and Business Affairs ("DCBA"), or his designee, shall issue guidelines to aid in the implementation of the Moratorium, including but not limited to guidance regarding the ways in which Tenants can certify they are entitled to protection under the Moratorium, appropriate supporting documentation for Tenants not entitled to self-certify under the Moratorium, notice requirements, and procedures for utilizing dispute resolution services offered by DCBA, among other clarifications.

IV. Landlords shall not increase rents for residential units and mobilehome spaces in the unincorporated County during the Moratorium Period, to the extent otherwise permitted under State law and consistent with Chapters 8.52 and 8.57 of the County Code. **Nothing in this Moratorium shall be construed to apply this limitation of rent increases in incorporated cities within the County.**

V. Landlords shall not impose any new pass-throughs otherwise permitted under Chapters 8.52 and 8.57 of the County Code, or charge interest or late fees on unpaid rent or other amounts otherwise owed, during the Moratorium Period. Landlords are prohibited from retroactively imposing or collecting any such amounts following the termination of the Moratorium.

VI. The Los Angeles County Development Authority ("LACDA"), acting in its capacity as a local housing authority for the County, shall extend deadlines for housing assistance recipients and applicants to deliver records or documents related to their eligibility for programs, to the extent those deadlines are within the discretion of the LACDA.

VII. The Director of DCBA, in collaboration with the Chief Executive Office ("CEO"), shall offer assistance to the State Department of Business Oversight to engage financial institutions to identify tools to be used to afford County residents relief from the threat of residential foreclosure and displacement, and to promote housing security and stability during this state of emergency.

VIII. Grocery stores, gas stations, pharmacies and other retailers are requested to institute measures to prevent panic buying and hoarding essential goods, including, but not limited to, placing limits on the number of essential items a person can buy at one time, controlling entry to stores, and ensuring those at heightened risk of serious complications from COVID-19 are able to purchase necessities.

IX. The Director of DCBA, in collaboration with the CEO and the Acting Director of Workforce Development, Aging, and Community Services ("WDACS"), shall convene representatives of utility and other service providers to seek a commitment from the providers to waive any late fees and forgo service disconnections for Tenants and small businesses who are suffering economic loss and hardship as a result of the COVID-19 pandemic.

X. The Director of DCBA, the Acting Director of WDACS, and the Acting Executive Director of LACDA shall jointly establish an emergency office dedicated to assisting businesses and employees facing economic instability as a result of the COVID-19 pandemic. The joint emergency office shall be provided all of the necessary resources by DCBA and WDACS, and should include opening a dedicated hotline to assist businesses and employees, web-based and text-based consultations, and multilingual services. The County shall provide technical assistance to businesses and employees seeking to access available programs and insurance, and shall work directly with representatives from the State and federal governments to expedite, to the extent possible, applications and claims filed by County residents.

XI. The Director of DCBA and the Acting Executive Director of LACDA shall assist small businesses in the unincorporated areas in applying for U.S. Small Business Administration ("SBA") loans that the President announced on March 12, 2020. SBA's Economic Injury Disaster Loans offer up to $2 million in assistance for a small business. These SBA loans can provide vital economic support to small businesses to help overcome the temporary loss of revenue they are experiencing.

XII. The Acting Executive Director of LACDA, or his designee, are hereby delegated authority to amend existing guidelines for any of its existing federal, State or County funded small business loan programs, including the Community Development Block Grant ("CDBG") matching funds, and to execute all related documents to best meet the needs of small businesses being impacted by COVID- 19, consistent with guidance provided by the U.S. Economic Development Administration in a memorandum dated March 16, 2020, to Revolving Loan Fund ("RLF") Grantees for the purpose of COVID-19 and temporary deviations to RLF Administrative Plans, following approvals as to form by County Counsel.

XIII. The Acting Director of WDACS shall work with the State of California, Employment Development Department, to identify additional funding and technical assistance for dislocated workers and at-risk businesses suffering economic hardship as a result of the COVID-19 pandemic. Technical assistance shall include, but not necessarily be limited to: assistance for affected workers in applying for unemployment insurance, disability insurance and paid family leave; additional business assistance for lay-off aversion and rapid response; and additional assistance to mitigate worker hardship as a result of reduced work hours or job loss due to the COVID-19 pandemic.

XIV. The Director of DCBA and the Acting Director of WDACS, in collaboration with the CEO and the Acting Executive Director of LACDA, shall create a digital toolkit for small businesses and employees to assist them in accessing available resources, including, but not limited to, disaster loans, unemployment insurance, paid family leave, disability insurance, and layoff aversion programs.

XV. The CEO's Center for Strategic Partnerships, in collaboration with the DCBA and its Office of Immigrant Affairs, and the Acting Director of WDACS, shall convene

philanthropic partners to identify opportunities to enhance resources available to all small business owners and employees who may be unable or fearful to access federal and State disaster resources, including immigrants.

XVI. The Executive Director of the Office of Immigrant Affairs, the CEO's Women + Girls Initiative, and the Department of Public Health's Center for Health Equity shall consult on the above directives to provide an immigration, gender, and health equity lens to inform the delivery of services and outreach.

XVII. The Director of DCBA, the Acting Director of WDACS, and the Acting Executive Director of LACDA, or their respective designees, shall have the authority to hire and execute contracts for consultants, contractors, and other services, as needed, to provide consumer protection and support small businesses during the stated emergency to accomplish the above directives.

XVIII. Violation of Paragraphs III, IV, or V of this Amended and Restated Executive Order shall be punishable as set forth in Chapter 2.68 of the County Code. In addition, this Amended and Restated Executive Order grants an affirmative defense in the event that an unlawful detainer action is commenced in violation of said Paragraphs.

XIX. That this Resolution shall take effect immediately upon its passage. Except as otherwise indicated, all provisions stated herein shall apply commencing March 4, 2020, and shall remain in effect until January 31, 2021, unless extended or repealed by the Board of Supervisors, or its designee.

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XX. This Resolution Further Amending and Restating the Executive Order supersedes all previously issued resolutions and executive orders concerning an eviction moratorium or rent freeze within the County. It shall be superseded only by a duly enacted ordinance or resolution of the Board or a further executive order issued pursuant to Section 2.68.150 of the County Code.

The foregoing Resolution Further Amending and Restating the Executive Order for an Eviction Moratorium was adopted on the 10th day of November 2020, by the Board of Supervisors of the County of Los Angeles.

Board of Supervisors of the
County of Los Angeles

By Kathryn Barger
Chair

APPROVED AS TO FORM:

RODRIGO A. CASTRO-SILVA
Acting County Counsel

By: Behnaz Tashakorian
Deputy

ATTEST: CELIA ZAVALA
EXECUTIVE OFFICER
CLERK OF THE BOARD OF SUPERVISORS

By Lachelle Smitherman, Deputy

Attachment C

Al Fresco Dining and Retail Pilot Program: Temporary Use Permit, Encroachment Permit, Parking and Sidewalk Dining Permit Requirements

The Planning Director, or their designee, shall have the authority to review and approve a Temporary Use Permit (TUP) for temporary outdoor dining and retail activities in accordance with South Pasadena Municipal Code (SPMC) Section 36.410.059. The Public Works Director, or their designee, shall have the authority to review and approve all Sidewalk Dining Permits. Use of on-street parking or street closures will be subject to a Temporary Encroachment Permit issued by the Public Works Department. The Public Works Director, or their designee, shall have the authority to review and approve the temporary use of the public right-of-way, including the parking lane, for outdoor dining and retail purposes. All temporary outdoor dining and retail activities (including personal services and health/fitness facilities) shall adhere to all applicable requirements set forth in the latest COVID-19 related order issued by the Los Angeles County Department of Public Health. All COVID-19-related permits will expire 90 days after the City's Local Emergency Declaration has been lifted.

Parking and Loading Spaces Reduction

A temporary reduction of up to 50% of existing private parking or loading spaces, or as approved by the Planning Director, may be permitted to accommodate additional outdoor dining or retail activities under this program. The Public Works Director, or their designee, shall have the authority to review and approve the temporary use of the public right-of-way, including the parking lane, for outdoor dining and retail purposes. The use of a parking lane will be subject to mitigation measures, including the use of K-rated cement barricades, as outlined in a traffic management plan.

Outdoor Dining

A. Review requirement. A Temporary Use Permit is required for temporary outdoor dining or seating area for restaurants or other establishments with a public eating license. A TUP application for temporary outdoor dining or seating area shall contain a proposed site plan which shall identify the areas dedicated for outdoor dining and the maximum seating capacity for the outdoor dining area in accordance with applicable Public Health requirements. The following standards from the SPMC Section 36.350.130 (Outdoor Dining), as modified, shall be followed.
B. Location requirements.
    1. Patron tables and other outdoor dining area components shall be located on the same site as the other facilities of the restaurant or within nearby public right-of-way.
    2. All seating shall ensure enough space to adhere to the appropriate social distancing protocols.
    3. If any portion of the outdoor dining area is to be located within a public right-of-way, an Encroachment Permit shall be obtained in compliance with the Municipal Code concurrent with the approval of a Temporary Use Permit for the outdoor dining area; or if the outdoor dining area is to be located within a sidewalk a Sidewalk Dining Permit shall be obtained.
    4. When located immediately adjacent to a residential use, provisions shall be made to minimize noise, light, and odor impacts on the residential use.

C. Hours of operation. The hours and days of operation of the outdoor dining area shall not exceed the hours and days of operation of the primary business and shall be identified in the approved Temporary Use Permit.
D. Lighting. Illuminated outdoor dining areas shall not result in glare onto, or direct illumination of, any residential property or use, in compliance with Section 36.300.090 (Outdoor Lighting).
E. Alcoholic beverage sales. A restaurant that proposes to serve alcoholic beverages within an outdoor dining area shall comply with the standards established by the State Department of Alcoholic Beverage Control. The dining area shall be:
   1. Physically defined and clearly a part of the restaurant it serves; and
   2. Supervised by a restaurant employee to ensure compliance with laws regarding the on-site consumption of alcoholic beverages.
F. Operating requirements.
   1. Clean-up facilities and maintenance. Outdoor dining areas shall be kept in a clean condition and free of litter and food items which constitute a nuisance to public health, safety, and welfare.
   2. Outdoor cooking. Cooking within an outdoor dining area may occur only with Administrative Use Permit approval issued by the Planning Director.
   3. Placement of tables. Tables shall be placed only in the locations shown on the approved site plan.
G. Design compatibility. The following standards are intended to ensure compatibility with surrounding uses and a high standard of design quality wherever possible.
   1. Outdoor dining areas and associated structural elements, awnings, covers, furniture, umbrellas, or other physical elements which are visible from the public rights-of-way, shall be compatible with the overall design of the main structures.
   2. The use of awnings, plants, umbrellas, and other human scale elements is encouraged to enhance the pedestrian experience.
   3. The relationship of outdoor dining areas to churches, hospitals, public schools, and residential uses shall be considered by the Planning Director. Proper mitigation measures should be applied to eliminate potential impacts related to glare, light, loitering, and noise.
   4. Outdoor dining areas shall maintain adequate vehicular or pedestrian traffic flow.
H. Additional standards. At the discretion of the Planning Director, the following additional standards may apply to outdoor dining areas. The applicability of these standards shall be specified in the permit approving the outdoor seating area.
   1. Amplified sound and music may be prohibited within the outdoor dining area.
   2. A sound buffering, acoustic wall may be required along property lines adjacent to the outdoor dining area. The design and height of the wall shall be approved by the Planning Director.

Outdoor Display and Retail Activities.

A. Accessory outdoor display. Outdoor displays incidental and complementary to an allowed use on commercially or publicly zoned parcels shall be subject to the approval of a Temporary Use Permit approved by the Director, and all of the following standards, as modified from SPMC Section 36.350.140.
   1. Outdoor displays shall be:

a. Compliant with to the appropriate social distancing protocols established by the Los Angeles County Department of Public Health.
b. Approved with a defined fixed location that does not disrupt the normal function of the site or its circulation, and does not encroach upon driveways, landscaped areas, or parking spaces, unless otherwise authorized by the Public Works Director, or their designee. Displays shall not obstruct traffic safety sight areas or otherwise create hazards for vehicle or pedestrian traffic. They shall also be placed so that the clear space for the passage of pedestrians upon the sidewalk is not reduced to less than six feet on minor arterials and eight feet on major arterials. All placement within the public right-of-way shall require the approval of a Temporary Encroachment Permit issued by the Public Works Director.
c. Directly related to a business occupying a permanent structure on the same site, and shall display only goods of the primary business on the same site, provided that display may extend into or enter over any public sidewalk by a maximum of two feet, where authorized by a Temporary Encroachment Permit issued by the Public Works Director;
d. Limited to the hours of operation of the business, be portable and removed from public view at the close of each business day.
e. Managed so that display structures and goods are maintained at all times in a clean and neat condition, and in good repair;
f. All temporary displays shall ensure enough space to adhere to the appropriate social distancing protocols; and
g. Placed to not block structure entrances and on-site driveways.

2. Outdoor displays shall not be:
   a. Placed within 100 feet of any residential dwelling, except for mixed-use projects; or
   b. Placed so as to impede or interfere with the reasonable use of the store front windows for display purposes.

Attachment D

ANALYSIS

This ordinance adds to the Los Angeles County COVID-19 Worker Protection Ordinance by adding Chapter 8.203 to Title 8 – Consumer Protection, Business and Wage Regulations – of the Los Angeles County Code, establishing a cap on fees that a food delivery platform may charge to restaurants and requiring disclosures to be made by the food delivery platform to customers.

MARY C. WICKHAM
County Counsel

By

JASON CARNEVALE
Deputy County Counsel
Government Services Division

JC:eb

Requested: 6/9/20
Revised: 7/14/20

HOA.102928848.4

ORDINANCE NO. ______________

An ordinance adding Chapter 8.203 (Food Delivery Platforms) to Division 5 – COVID-19 Worker Protections of Title 8 – Consumer Protection, Business and Wage Regulations of the Los Angeles County Code, establishing a cap on fees that a food delivery platform may charge to restaurants and requiring disclosures to be made by the food delivery platform to customers.

The Board of Supervisors of the County of Los Angeles ordains as follows:

SECTION 1. Chapter 8.203 is hereby added to read as follows:

Chapter 8.203 COVID – 19 Food Delivery Platforms

8.203.010 Purpose.

8.203.020 Definitions.

8.203.030 Prohibitions.

8.203.040 Disclosures.

8.203.050 Enforcement.

8.203.060 No Waiver of Rights.

8.203.060 Severability.

8.203.070 Report.

8.203.010 Purpose.

As a result of the COVID-19 pandemic, restaurants and food establishments are confronting significant economic insecurity. The Los Angeles County Health Officer's "Safer at Home" orders restricted in-person dining at restaurants leading to a surge in the use of third-party food delivery platforms. In addition to fees that may be charged to

the customer, the food delivery platforms also charge restaurants and food establishments fees, which may not be obvious or transparent to the customer. Restaurants and food establishments have limited bargaining power to negotiate lower fees with the food delivery platforms and must accept these fees or risk closure. Restaurants and food establishments are essential to the public health and welfare, particularly during the upheaval resulting from the pandemic. Therefore, the County hereby enacts legal protections for the restaurants and food establishments by addressing the fees that food delivery platforms may charge restaurants and food establishments and requiring disclosure of such fees to customers.

8.203.020 Definitions.

The following definitions shall apply to this Chapter:

A. "County" means the unincorporated areas of the County of Los Angeles.

B. "Customer" means any person, firm, or association who makes use of a Food Delivery Platform for the purpose of obtaining Food from a Restaurant.

C. "Delivery Fee" means a fee charged by a Food Delivery Platform to a Restaurant for the act of delivering the Food from the Restaurant to a Customer. The term does not include any other fee or cost that may be charged by the Food Delivery Platform to a Restaurant, such as listing, subscription, or advertising fees, or fees related to processing an Online Order, including, but not limited to, service fees, fees for facilitating customer pick-up, and credit card processing fees.

D. "Food" shall have the same meaning as set forth in Section 11.02.250 of the Los Angeles County Code.

E. "Food Delivery Platform" means any person, firm, or association that utilizes an online website, mobile application, or other similar presence to interact with Customers, to act as an intermediary between its Customers and a Restaurant, and offers or arranges for the sale, delivery, or pick-up of Food sold or prepared by a Restaurant located in the County.

F. "Online Order" means an order placed by a Customer through or with the assistance of a Food Delivery Platform, including telephone orders, orders made over the internet through a website, and orders made via a mobile application, for delivery to, or pick-up by, the Customer.

G. "Purchase Price" means the price for the items contained in an Online Order, minus any applicable coupon or promotional discount provided to the Customer by the Restaurant through the Food Delivery Platform. This definition does not include taxes, gratuities, or any other fees or costs that may make up the total amount charged to the Customer of an Online Order.

H. "Restaurant" shall have the same meaning as set forth in Section 8.04.400 of the Los Angeles County Code.

I. "Worker" means any person working for a Food Delivery Platform, including as an employee or an independent contractor.

8.203.030 Prohibitions.

A. It shall be unlawful for a Food Delivery Platform to charge a Restaurant any combination of fees, commissions, or costs that totals more than 20 percent of the

Purchase Price of each Online Order. Fees, commissions, or costs includes a Delivery Fee.

B. It shall be unlawful for a Food Delivery Platform to charge a Restaurant a Delivery Fee that totals more than 15 percent of the Purchase Price of each Online Order.

C. It shall be unlawful for a Food Delivery Platform to charge a Restaurant a Delivery Fee for an Online Order that does not involve the delivery of Food.

D. It shall be unlawful for a Food Delivery Platform to charge a Restaurant any fee, commission, or cost other than as permitted in Subsections A through C, above.

E. It shall be unlawful for a Food Delivery Platform to reduce the compensation, including any tip or gratuity, paid to any Worker as a result of the Prohibitions in this Chapter.

8.203.040 Disclosures.

A. A Food Delivery Platform shall disclose to the Customer an accurate, clearly identified, and itemized cost breakdown for each and every Online Order, including the following:

1. The Purchase Price of any Food.

2. Each and every fee, commission, or cost charged to the Customer.

3. Each and every fee, commission, or cost charged to the Restaurant, including any Delivery Fee.

4. Any tip or gratuity authorized by the Customer to be paid to the Worker delivering the Food.

B. None of the fees, commissions, or costs in Subsection A, above, may be combined together.

8.203.050 Enforcement.

A. A Restaurant, Customer or Worker claiming a violation of this Chapter may bring an action in Superior Court of the State of California against a Food Delivery Platform and may be awarded:

1. All actual damages suffered.

2. Other legal or equitable relief the court may deem appropriate.

3. The court shall award reasonable attorneys' fees and costs to a Restaurant, Customer, or Worker who prevails in any such enforcement action. If a Restaurant, Customer, or Worker fails to prevail against a Food Delivery Platform, a court may award reasonable attorneys' fees and costs to the Food Delivery Platform upon a determination by the court that the action was frivolous.

B. A civil action alleging a violation of any provision of this Chapter shall commence only after the following requirements have been met:

1. The Restaurant, Customer or Worker provides written notice to the Food Delivery Platform of the specific Section of this Chapter which is alleged to have been violated and the facts to support the alleged violation; and

2. The Food Delivery Platform is provided 45 days from the date of receipt of the written notice to cure any alleged violation.

8.203.060 No Waiver of Rights.

Except for a collective bargaining agreement provision, any waiver by a Worker of any or all provisions of this Chapter shall be deemed contrary to public policy and shall be void and unenforceable. Other than in connection with the bona fide negotiation of a collective bargaining agreement, any request by a Food Delivery Platform to a Worker to waive rights given by this Chapter shall be a violation of this Chapter.

8.203.070 Severability.

If any subsection, sentence, clause or phrase of this Chapter is for any reason held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Chapter. The Board of Supervisors hereby declares that it would have adopted this Chapter and each and every subsection, sentence, clause and phrase thereof not declared invalid or unconstitutional, without regard to whether any portion of the Chapter would be subsequently declared invalid or unconstitutional.

8.203.080 Report.

Within 90 days of the expiration of the "Safer at Home" order issued by the Los Angeles County Health Officer restricting indoor in-person dining at Restaurants, the Chief Executive Office shall report to the Board of Supervisors on the effectiveness of the provisions of this Chapter, recommendations for additional protections that

further the intent of this Chapter, and whether the provisions of this Chapter are still necessary based on the County's recovery from the impacts of the COVID-19 pandemic.

[CH8203CCJC]

Attachment E

Assembly Bill No. 3088

CHAPTER 37

An act to amend Sections 1946.2, 1947.12, and 1947.13 of, to amend, repeal, and add Sections 798.56, 1942.5, 2924.15 of, to add Title 19 (commencing with Section 3273.01) to Part 4 of Division 3 of, and to add and repeal Section 789.4 of, the Civil Code, and to amend, repeal, and add Sections 1161 and 1161.2 of, to add Section 1161.2.5 to, to add and repeal Section 116.223 of, and to add and repeal Chapter 5 (commencing with Section 1179.01) of Title 3 of Part 3 of, the Code of Civil Procedure, relating to COVID-19 relief, and declaring the urgency thereof, to take effect immediately.

[Approved by Governor August 31, 2020. Filed with Secretary of State August 31, 2020.]

LEGISLATIVE COUNSEL'S DIGEST

AB 3088, Chiu. Tenancy: rental payment default: mortgage forbearance: state of emergency: COVID-19.

Existing law prescribes various requirements to be satisfied before the exercise of a power of sale under a mortgage or deed of trust. Existing law requires that a notice of default and a notice of sale be recorded and that specified periods of time elapse between the recording and the sale. Existing law establishes certain requirements in connection with foreclosures on mortgages and deeds of trust, including restrictions on the actions mortgage servicers may take while a borrower is attempting to secure a loan modification or has submitted a loan modification application. Existing law applies certain of those requirements only to a first lien mortgage or deed of trust that is secured by owner-occupied residential real property containing no more than four dwelling units.

This bill, the Tenant, Homeowner, and Small Landlord Relief and Stabilization Act of 2020, would, among other things, until January 1, 2023, additionally apply those protections to a first lien mortgage or deed of trust that is secured by residential real property that is occupied by a tenant, contains no more than four dwelling units, and meets certain criteria, including that a tenant occupying the property is unable to pay rent due to a reduction in income resulting from the novel coronavirus.

The bill would also enact the COVID-19 Small Landlord and Homeowner Relief Act of 2020 (Homeowner Act), which would require a mortgage servicer, as defined, to provide a specified written notice to a borrower, as defined, if the mortgage servicer denies forbearance during the effective time period, as defined, that states the reasons for that denial if the borrower was both current on payments as of February 1, 2020, and is experiencing a financial hardship that prevents the borrower from making timely payments

on the mortgage obligation due, directly or indirectly, to the COVID-19 emergency. The Homeowner Act would also require a mortgage servicer to comply with applicable federal guidance regarding borrower options following a COVID-19 related forbearance.

Existing law provides that a tenant is guilty of unlawful detainer if the tenant continues to possess the property without permission of the landlord after the tenant defaults on rent or fails to perform a condition or covenant of the lease under which the property is held, among other reasons. Existing law requires a tenant be served a 3 days' notice in writing to cure a default or perform a condition of the lease, or return possession of the property to the landlord, as specified. Existing law, the Mobilehome Residency Law, prohibits a tenancy from being terminated unless specified conditions are met, including that the tenant fails to pay rent, utility charges, or reasonable incidental service charges, and 3 days' notice in writing is provided to the tenant, as specified.

This bill would, until February 1, 2025, enact the COVID-19 Tenant Relief Act of 2020 (Tenant Act). The Tenant Act would require that any 3 days' notice that demands payment of COVID-19 rental debt that is served on a tenant during the covered time period meet specified criteria, including that the notice include an unsigned copy of a declaration of COVID-19-related financial distress and that the notice advise the tenant that the tenant will not be evicted for failure to comply with the notice if the tenant delivers a signed declaration of COVID-19-related financial distress to the landlord, as specified. The Tenant Act would define "covered time period" for purposes of these provisions to mean the time between March 1, 2020, and January 31, 2021. The Tenant Act would deem a 3 days' notice that fails to comply with this criteria void and insufficient to support a judgment for unlawful detainer or to terminate a tenancy under the Mobilehome Residency Law. The Tenant Act would prohibit a tenant that delivers a declaration, under penalty of perjury, of COVID-19-related financial distress pursuant to these provisions from being deemed in default with regard to the COVID-19 rental debt, as specified. By expanding the crime of perjury, this bill would create a state-mandated local program. The Tenant Act would prohibit a court from finding a tenant guilty of an unlawful detainer before February 1, 2021, subject to certain exceptions, including if the tenant was guilty of the unlawful detainer before March 1, 2020. The bill would prohibit, before October 5, 2020, a court from taking specified actions with respect to unlawful detainer actions, including issuing a summons on a complaint for unlawful detainer in any action that seeks possession of residential real property and that is based, in whole or in part, on nonpayment of rent or other charges.

The Tenant Act would also authorize a landlord to require a high-income tenant, as defined, to additionally submit documentation supporting the claim that the tenant has suffered COVID-19-related financial distress if the landlord has proof of income showing the tenant is a high-income tenant.

The Tenant Act would preempt an ordinance, resolution, regulation, or administrative action adopted by a city, county, or city and county in

response to the COVID-19 pandemic to protect tenants from eviction based on nonpayment of rental payments, as specified.

The bill would require the Business, Consumer Services and Housing Agency to, in consultation with the Department of Finance, engage with residential tenants, landlords, property owners, deed-restricted affordable housing providers, and financial sector stakeholders about strategies and approaches to direct potential future federal stimulus funding to most effectively and efficiently provide relief to distressed tenants, landlords, and property owners, as specified.

Existing law prohibits a landlord from taking specified actions with intent to terminate the occupancy under any lease or other tenancy or estate at will, however created, of property used by a tenant as the tenant's residence. Existing law makes a violator of those provisions subject to certain damages in a civil action.

This bill would, until February 1, 2021, make a violator of those provisions whose tenant has provided to that violator the declaration of COVID-19-related financial distress described above liable for damages in an amount between $1,000 and $2,500.

Existing law, The Small Claims Act, grants jurisdiction to a small claims court in cases where the amount demanded does not exceed $5,000, as specified, and prohibits a person from filing more than 2 small claims actions in which the amount demanded exceeds $2,500 anywhere in the state in any calendar year.

This bill would instead, until February 1, 2025, provide that a small claims court has jurisdiction in any action for recovery of COVID-19 rental debt, as defined, regardless of the amount demanded and would provide that a claim for recovery of a COVID-19 rental debt is exempt from the prohibition on filing more than 2 small claims actions described above.

Existing law, the Tenant Protection Act of 2019, prohibits, with certain exceptions, an owner of residential real property from increasing the gross rental rate for a dwelling or unit more than 5% plus the "percentage change in the cost of living," as defined, or 10%, whichever is lower, of the lowest gross rental rate charged for the immediately preceding 12 months, subject to specified conditions. The act exempts certain types of residential real properties, including dormitories constructed and maintained in connection with any higher education institution within the state for use and occupancy by students in attendance at the institution and housing that has been issued a certificate of occupancy within the previous 15 years.

This bill would revise and recast those exemptions to exempt dormitories owned and operated by an institution of higher education or a kindergarten and grades 1 to 12, inclusive, school. The bill would also make clarifying changes to the definition of "percentage change in the cost of living."

This bill would also make clarifying and conforming changes.

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 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.

This bill would declare that it is to take effect immediately as an urgency statute.

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

SECTION 1. This act shall be known, and may be cited, as the Tenant, Homeowner, and Small Landlord Relief and Stabilization Act of 2020.

SEC. 2. The Legislature finds and declares all of the following:

(a) On March 4, 2020, Governor Gavin Newsom proclaimed a state of emergency in response to the COVID-19 pandemic. Measures necessary to contain the spread of COVID-19 have brought about widespread economic and societal disruption, placing the state in unprecedented circumstances.

(b) At the end of 2019, California already faced a housing affordability crisis. United States Census data showed that a majority of California tenant households qualified as "rent-burdened," meaning that 30 percent or more of their income was used to pay rent. Over one-quarter of California tenant households were "severely rent-burdened," meaning that they were spending over one-half of their income on rent alone.

(c) Millions of Californians are unexpectedly, and through no fault of their own, facing new public health requirements and unable to work and cover many basic expenses, creating tremendous uncertainty for California tenants, small landlords, and homeowners. While the Judicial Council's Emergency Rule 1, effective April 6, 2020, temporarily halted evictions and stabilized housing for distressed Californians in furtherance of public health goals, the Judicial Council voted on August 14, 2020, to extend these protections through September 1, 2020, to allow the Legislature time to act before the end of the 2019-20 Legislative Session.

(d) There are strong indications that large numbers of California tenants will soon face eviction from their homes based on an inability to pay the rent or other financial obligations. Even if tenants are eventually able to pay their rent, small landlords will continue to face challenges covering their expenses, including mortgage payments in the ensuing months, placing them at risk of default and broader destabilization of the economy.

(e) There are strong indications that many homeowners will also lose their homes to foreclosure. While temporary forbearance is available to homeowners with federally backed mortgages pursuant to the CARES Act, and while some other lenders have voluntarily agreed to provide borrowers with additional time to pay, not all mortgages are covered.

(f) Stabilizing the housing situation for tenants and landlords is to the mutual benefit of both groups and will help the state address the pandemic, protect public health, and set the stage for recovery. It is, therefore, the

intent of the Legislature and the State of California to establish through statute a framework for all impacted parties to negotiate and avoid as many evictions and foreclosures as possible.

(g) This bill shall not relieve tenants, homeowners, or landlords of their financial and contractual obligations, but rather it seeks to forestall massive social and public health harm by preventing unpaid rental debt from serving as a cause of action for eviction or foreclosure during this historic and unforeseeable period and from unduly burdening the recovery through negative credit reporting. This framework for temporary emergency relief for financially distressed tenants, homeowners, and small landlords seeks to help stabilize Californians through the state of emergency in protection of their health and without the loss of their homes and property.

SEC. 3. Section 789.4 is added to the Civil Code, to read:

789.4. (a) In addition to the damages provided in subdivision (c) of Section 789.3 of the Civil Code, a landlord who violates Section 789.3 of the Civil Code, if the tenant has provided a declaration of COVID-19 financial distress pursuant to Section 1179.03 of the Code of Civil Procedure, shall be liable for damages in an amount that is at least one thousand dollars ($1,000) but not more than two thousand five hundred dollars ($2,500), as determined by the trier of fact.

(b) This section shall remain in effect until February 1, 2021, and as of that date is repealed.

SEC. 4. Section 798.56 of the Civil Code is amended to read:

798.56. A tenancy shall be terminated by the management only for one or more of the following reasons:

(a) Failure of the homeowner or resident to comply with a local ordinance or state law or regulation relating to mobilehomes within a reasonable time after the homeowner receives a notice of noncompliance from the appropriate governmental agency.

(b) Conduct by the homeowner or resident, upon the park premises, that constitutes a substantial annoyance to other homeowners or residents.

(c) (1) Conviction of the homeowner or resident for prostitution, for a violation of subdivision (d) of Section 243, paragraph (2) of subdivision (a), or subdivision (b), of Section 245, Section 288, or Section 451, of the Penal Code, or a felony controlled substance offense, if the act resulting in the conviction was committed anywhere on the premises of the mobilehome park, including, but not limited to, within the homeowner's mobilehome.

(2) However, the tenancy may not be terminated for the reason specified in this subdivision if the person convicted of the offense has permanently vacated, and does not subsequently reoccupy, the mobilehome.

(d) Failure of the homeowner or resident to comply with a reasonable rule or regulation of the park that is part of the rental agreement or any amendment thereto.

No act or omission of the homeowner or resident shall constitute a failure to comply with a reasonable rule or regulation unless and until the management has given the homeowner written notice of the alleged rule or regulation violation and the homeowner or resident has failed to adhere to

the rule or regulation within seven days. However, if a homeowner has been given a written notice of an alleged violation of the same rule or regulation on three or more occasions within a 12-month period after the homeowner or resident has violated that rule or regulation, no written notice shall be required for a subsequent violation of the same rule or regulation.

Nothing in this subdivision shall relieve the management from its obligation to demonstrate that a rule or regulation has in fact been violated.

(e) (1) Except as provided for in the COVID-19 Tenant Relief Act of 2020 (Chapter 5 (commencing with Section 1179.01) of Title 3 of Part 3 of the Code of Civil Procedure), nonpayment of rent, utility charges, or reasonable incidental service charges; provided that the amount due has been unpaid for a period of at least five days from its due date, and provided that the homeowner shall be given a three-day written notice subsequent to that five-day period to pay the amount due or to vacate the tenancy. For purposes of this subdivision, the five-day period does not include the date the payment is due. The three-day written notice shall be given to the homeowner in the manner prescribed by Section 1162 of the Code of Civil Procedure. A copy of this notice shall be sent to the persons or entities specified in subdivision (b) of Section 798.55 within 10 days after notice is delivered to the homeowner. If the homeowner cures the default, the notice need not be sent. The notice may be given at the same time as the 60 days' notice required for termination of the tenancy. A three-day notice given pursuant to this subdivision shall contain the following provisions printed in at least 12-point boldface type at the top of the notice, with the appropriate number written in the blank:

"Warning: This notice is the (insert number) three-day notice for nonpayment of rent, utility charges, or other reasonable incidental services that has been served upon you in the last 12 months. Pursuant to Civil Code Section 798.56 (e) (5), if you have been given a three-day notice to either pay rent, utility charges, or other reasonable incidental services or to vacate your tenancy on three or more occasions within a 12-month period, management is not required to give you a further three-day period to pay rent or vacate the tenancy before your tenancy can be terminated."

(2) Payment by the homeowner prior to the expiration of the three-day notice period shall cure a default under this subdivision. If the homeowner does not pay prior to the expiration of the three-day notice period, the homeowner shall remain liable for all payments due up until the time the tenancy is vacated.

(3) Payment by the legal owner, as defined in Section 18005.8 of the Health and Safety Code, any junior lienholder, as defined in Section 18005.3 of the Health and Safety Code, or the registered owner, as defined in Section 18009.5 of the Health and Safety Code, if other than the homeowner, on behalf of the homeowner prior to the expiration of 30 calendar days following the mailing of the notice to the legal owner, each junior lienholder, and the registered owner provided in subdivision (b) of Section 798.55, shall cure a default under this subdivision with respect to that payment.

(4) Cure of a default of rent, utility charges, or reasonable incidental service charges by the legal owner, any junior lienholder, or the registered owner, if other than the homeowner, as provided by this subdivision, may not be exercised more than twice during a 12-month period.

(5) If a homeowner has been given a three-day notice to pay the amount due or to vacate the tenancy on three or more occasions within the preceding 12-month period and each notice includes the provisions specified in paragraph (1), no written three-day notice shall be required in the case of a subsequent nonpayment of rent, utility charges, or reasonable incidental service charges.

In that event, the management shall give written notice to the homeowner in the manner prescribed by Section 1162 of the Code of Civil Procedure to remove the mobilehome from the park within a period of not less than 60 days, which period shall be specified in the notice. A copy of this notice shall be sent to the legal owner, each junior lienholder, and the registered owner of the mobilehome, if other than the homeowner, as specified in paragraph (b) of Section 798.55, by certified or registered mail, return receipt requested, within 10 days after notice is sent to the homeowner.

(6) When a copy of the 60 days' notice described in paragraph (5) is sent to the legal owner, each junior lienholder, and the registered owner of the mobilehome, if other than the homeowner, the default may be cured by any of them on behalf of the homeowner prior to the expiration of 30 calendar days following the mailing of the notice, if all of the following conditions exist:

(A) A copy of a three-day notice sent pursuant to subdivision (b) of Section 798.55 to a homeowner for the nonpayment of rent, utility charges, or reasonable incidental service charges was not sent to the legal owner, junior lienholder, or registered owner, of the mobilehome, if other than the homeowner, during the preceding 12-month period.

(B) The legal owner, junior lienholder, or registered owner of the mobilehome, if other than the homeowner, has not previously cured a default of the homeowner during the preceding 12-month period.

(C) The legal owner, junior lienholder or registered owner, if other than the homeowner, is not a financial institution or mobilehome dealer.

If the default is cured by the legal owner, junior lienholder, or registered owner within the 30-day period, the notice to remove the mobilehome from the park described in paragraph (5) shall be rescinded.

(f) Condemnation of the park.

(g) Change of use of the park or any portion thereof, provided:

(1) The management gives the homeowners at least 15 days' written notice that the management will be appearing before a local governmental board, commission, or body to request permits for a change of use of the mobilehome park.

(2) After all required permits requesting a change of use have been approved by the local governmental board, commission, or body, the management shall give the homeowners six months' or more written notice of termination of tenancy.

If the change of use requires no local governmental permits, then notice shall be given 12 months or more prior to the management's determination that a change of use will occur. The management in the notice shall disclose and describe in detail the nature of the change of use.

(3) The management gives each proposed homeowner written notice thereof prior to the inception of the homeowner's tenancy that the management is requesting a change of use before local governmental bodies or that a change of use request has been granted.

(4) The notice requirements for termination of tenancy set forth in Sections 798.56 and 798.57 shall be followed if the proposed change actually occurs.

(5) A notice of a proposed change of use given prior to January 1, 1980, that conforms to the requirements in effect at that time shall be valid. The requirements for a notice of a proposed change of use imposed by this subdivision shall be governed by the law in effect at the time the notice was given.

(h) The report required pursuant to subdivisions (b) and (i) of Section 65863.7 of the Government Code shall be given to the homeowners or residents at the same time that notice is required pursuant to subdivision (g) of this section.

(i) For purposes of this section, "financial institution" means a state or national bank, state or federal savings and loan association or credit union, or similar organization, and mobilehome dealer as defined in Section 18002.6 of the Health and Safety Code or any other organization that, as part of its usual course of business, originates, owns, or provides loan servicing for loans secured by a mobilehome.

(j) This section remain in effect until February 1, 2025, and as of that date is repealed.

SEC. 5. Section 798.56 is added to the Civil Code, to read:

798.56. A tenancy shall be terminated by the management only for one or more of the following reasons:

(a) Failure of the homeowner or resident to comply with a local ordinance or state law or regulation relating to mobilehomes within a reasonable time after the homeowner receives a notice of noncompliance from the appropriate governmental agency.

(b) Conduct by the homeowner or resident, upon the park premises, that constitutes a substantial annoyance to other homeowners or residents.

(c) (1) Conviction of the homeowner or resident for prostitution, for a violation of subdivision (d) of Section 243, paragraph (2) of subdivision (a), or subdivision (b), of Section 245, Section 288, or Section 451, of the Penal Code, or a felony controlled substance offense, if the act resulting in the conviction was committed anywhere on the premises of the mobilehome park, including, but not limited to, within the homeowner's mobilehome.

(2) However, the tenancy may not be terminated for the reason specified in this subdivision if the person convicted of the offense has permanently vacated, and does not subsequently reoccupy, the mobilehome.

(d) Failure of the homeowner or resident to comply with a reasonable rule or regulation of the park that is part of the rental agreement or any amendment thereto.

No act or omission of the homeowner or resident shall constitute a failure to comply with a reasonable rule or regulation unless and until the management has given the homeowner written notice of the alleged rule or regulation violation and the homeowner or resident has failed to adhere to the rule or regulation within seven days. However, if a homeowner has been given a written notice of an alleged violation of the same rule or regulation on three or more occasions within a 12-month period after the homeowner or resident has violated that rule or regulation, no written notice shall be required for a subsequent violation of the same rule or regulation.

Nothing in this subdivision shall relieve the management from its obligation to demonstrate that a rule or regulation has in fact been violated.

(e) (1) Nonpayment of rent, utility charges, or reasonable incidental service charges; provided that the amount due has been unpaid for a period of at least five days from its due date, and provided that the homeowner shall be given a three-day written notice subsequent to that five-day period to pay the amount due or to vacate the tenancy. For purposes of this subdivision, the five-day period does not include the date the payment is due. The three-day written notice shall be given to the homeowner in the manner prescribed by Section 1162 of the Code of Civil Procedure. A copy of this notice shall be sent to the persons or entities specified in subdivision (b) of Section 798.55 within 10 days after notice is delivered to the homeowner. If the homeowner cures the default, the notice need not be sent. The notice may be given at the same time as the 60 days' notice required for termination of the tenancy. A three-day notice given pursuant to this subdivision shall contain the following provisions printed in at least 12-point boldface type at the top of the notice, with the appropriate number written in the blank:

"Warning: This notice is the (insert number) three-day notice for nonpayment of rent, utility charges, or other reasonable incidental services that has been served upon you in the last 12 months. Pursuant to Civil Code Section 798.56 (e) (5), if you have been given a three-day notice to either pay rent, utility charges, or other reasonable incidental services or to vacate your tenancy on three or more occasions within a 12-month period, management is not required to give you a further three-day period to pay rent or vacate the tenancy before your tenancy can be terminated."

(2) Payment by the homeowner prior to the expiration of the three-day notice period shall cure a default under this subdivision. If the homeowner does not pay prior to the expiration of the three-day notice period, the homeowner shall remain liable for all payments due up until the time the tenancy is vacated.

(3) Payment by the legal owner, as defined in Section 18005.8 of the Health and Safety Code, any junior lienholder, as defined in Section 18005.3 of the Health and Safety Code, or the registered owner, as defined in Section 18009.5 of the Health and Safety Code, if other than the homeowner, on

behalf of the homeowner prior to the expiration of 30 calendar days following the mailing of the notice to the legal owner, each junior lienholder, and the registered owner provided in subdivision (b) of Section 798.55, shall cure a default under this subdivision with respect to that payment.

(4) Cure of a default of rent, utility charges, or reasonable incidental service charges by the legal owner, any junior lienholder, or the registered owner, if other than the homeowner, as provided by this subdivision, may not be exercised more than twice during a 12-month period.

(5) If a homeowner has been given a three-day notice to pay the amount due or to vacate the tenancy on three or more occasions within the preceding 12-month period and each notice includes the provisions specified in paragraph (1), no written three-day notice shall be required in the case of a subsequent nonpayment of rent, utility charges, or reasonable incidental service charges.

In that event, the management shall give written notice to the homeowner in the manner prescribed by Section 1162 of the Code of Civil Procedure to remove the mobilehome from the park within a period of not less than 60 days, which period shall be specified in the notice. A copy of this notice shall be sent to the legal owner, each junior lienholder, and the registered owner of the mobilehome, if other than the homeowner, as specified in paragraph (b) of Section 798.55, by certified or registered mail, return receipt requested, within 10 days after notice is sent to the homeowner.

(6) When a copy of the 60 days' notice described in paragraph (5) is sent to the legal owner, each junior lienholder, and the registered owner of the mobilehome, if other than the homeowner, the default may be cured by any of them on behalf of the homeowner prior to the expiration of 30 calendar days following the mailing of the notice, if all of the following conditions exist:

(A) A copy of a three-day notice sent pursuant to subdivision (b) of Section 798.55 to a homeowner for the nonpayment of rent, utility charges, or reasonable incidental service charges was not sent to the legal owner, junior lienholder, or registered owner, of the mobilehome, if other than the homeowner, during the preceding 12-month period.

(B) The legal owner, junior lienholder, or registered owner of the mobilehome, if other than the homeowner, has not previously cured a default of the homeowner during the preceding 12-month period.

(C) The legal owner, junior lienholder or registered owner, if other than the homeowner, is not a financial institution or mobilehome dealer.

If the default is cured by the legal owner, junior lienholder, or registered owner within the 30-day period, the notice to remove the mobilehome from the park described in paragraph (5) shall be rescinded.

(f) Condemnation of the park.

(g) Change of use of the park or any portion thereof, provided:

(1) The management gives the homeowners at least 15 days' written notice that the management will be appearing before a local governmental board, commission, or body to request permits for a change of use of the mobilehome park.

(2) After all required permits requesting a change of use have been approved by the local governmental board, commission, or body, the management shall give the homeowners six months' or more written notice of termination of tenancy.

If the change of use requires no local governmental permits, then notice shall be given 12 months or more prior to the management's determination that a change of use will occur. The management in the notice shall disclose and describe in detail the nature of the change of use.

(3) The management gives each proposed homeowner written notice thereof prior to the inception of the homeowner's tenancy that the management is requesting a change of use before local governmental bodies or that a change of use request has been granted.

(4) The notice requirements for termination of tenancy set forth in Sections 798.56 and 798.57 shall be followed if the proposed change actually occurs.

(5) A notice of a proposed change of use given prior to January 1, 1980, that conforms to the requirements in effect at that time shall be valid. The requirements for a notice of a proposed change of use imposed by this subdivision shall be governed by the law in effect at the time the notice was given.

(h) The report required pursuant to subdivisions (b) and (i) of Section 65863.7 of the Government Code shall be given to the homeowners or residents at the same time that notice is required pursuant to subdivision (g) of this section.

(i) For purposes of this section, "financial institution" means a state or national bank, state or federal savings and loan association or credit union, or similar organization, and mobilehome dealer as defined in Section 18002.6 of the Health and Safety Code or any other organization that, as part of its usual course of business, originates, owns, or provides loan servicing for loans secured by a mobilehome.

(j) This section shall become operative on February 1, 2025.

SEC. 6. Section 1942.5 of the Civil Code is amended to read:

1942.5. (a) If the lessor retaliates against the lessee because of the exercise by the lessee of the lessee's rights under this chapter or because of the lessee's complaint to an appropriate agency as to tenantability of a dwelling, and if the lessee of a dwelling is not in default as to the payment of rent, the lessor may not recover possession of a dwelling in any action or proceeding, cause the lessee to quit involuntarily, increase the rent, or decrease any services within 180 days of any of the following:

(1) After the date upon which the lessee, in good faith, has given notice pursuant to Section 1942, has provided notice of a suspected bed bug infestation, or has made an oral complaint to the lessor regarding tenantability.

(2) After the date upon which the lessee, in good faith, has filed a written complaint, or an oral complaint which is registered or otherwise recorded in writing, with an appropriate agency, of which the lessor has notice, for the purpose of obtaining correction of a condition relating to tenantability.

(3) After the date of an inspection or issuance of a citation, resulting from a complaint described in paragraph (2) of which the lessor did not have notice.

(4) After the filing of appropriate documents commencing a judicial or arbitration proceeding involving the issue of tenantability.

(5) After entry of judgment or the signing of an arbitration award, if any, when in the judicial proceeding or arbitration the issue of tenantability is determined adversely to the lessor.

In each instance, the 180-day period shall run from the latest applicable date referred to in paragraphs (1) to (5), inclusive.

(b) A lessee may not invoke subdivision (a) more than once in any 12-month period.

(c) To report, or to threaten to report, the lessee or individuals known to the landlord to be associated with the lessee to immigration authorities is a form of retaliatory conduct prohibited under subdivision (a). This subdivision shall in no way limit the definition of retaliatory conduct prohibited under this section.

(d) Notwithstanding subdivision (a), it is unlawful for a lessor to increase rent, decrease services, cause a lessee to quit involuntarily, bring an action to recover possession, or threaten to do any of those acts, for the purpose of retaliating against the lessee because the lessee has lawfully organized or participated in a lessees' association or an organization advocating lessees' rights or has lawfully and peaceably exercised any rights under the law. It is also unlawful for a lessor to bring an action for unlawful detainer based on a cause of action other than nonpayment of COVID-19 rental debt, as defined in Section 1179.02 of the Code of Civil Procedure, for the purpose of retaliating against the lessee because the lessee has a COVID-19 rental debt. In an action brought by or against the lessee pursuant to this subdivision, the lessee shall bear the burden of producing evidence that the lessor's conduct was, in fact, retaliatory.

(e) To report, or to threaten to report, the lessee or individuals known to the landlord to be associated with the lessee to immigration authorities is a form of retaliatory conduct prohibited under subdivision (d). This subdivision shall in no way limit the definition of retaliatory conduct prohibited under this section.

(f) This section does not limit in any way the exercise by the lessor of the lessor's rights under any lease or agreement or any law pertaining to the hiring of property or the lessor's right to do any of the acts described in subdivision (a) or (d) for any lawful cause. Any waiver by a lessee of the lessee's rights under this section is void as contrary to public policy.

(g) Notwithstanding subdivisions (a) to (f), inclusive, a lessor may recover possession of a dwelling and do any of the other acts described in subdivision (a) within the period or periods prescribed therein, or within subdivision (d), if the notice of termination, rent increase, or other act, and any pleading or statement of issues in an arbitration, if any, states the ground upon which the lessor, in good faith, seeks to recover possession, increase rent, or do

any of the other acts described in subdivision (a) or (d). If the statement is controverted, the lessor shall establish its truth at the trial or other hearing.

(h) Any lessor or agent of a lessor who violates this section shall be liable to the lessee in a civil action for all of the following:

(1) The actual damages sustained by the lessee.

(2) Punitive damages in an amount of not less than one hundred dollars ($100) nor more than two thousand dollars ($2,000) for each retaliatory act where the lessor or agent has been guilty of fraud, oppression, or malice with respect to that act.

(i) In any action brought for damages for retaliatory eviction, the court shall award reasonable attorney's fees to the prevailing party if either party requests attorney's fees upon the initiation of the action.

(j) The remedies provided by this section shall be in addition to any other remedies provided by statutory or decisional law.

(k) A lessor does not violate subdivision (c) or (e) by complying with any legal obligation under any federal government program that provides for rent limitations or rental assistance to a qualified tenant.

(*l*) This section shall remain in effect until February 1, 2021, and as of that date is repealed.

SEC. 7. Section 1942.5 is added to the Civil Code, to read:

1942.5. (a) If the lessor retaliates against the lessee because of the exercise by the lessee of the lessee's rights under this chapter or because of the lessee's complaint to an appropriate agency as to tenantability of a dwelling, and if the lessee of a dwelling is not in default as to the payment of rent, the lessor may not recover possession of a dwelling in any action or proceeding, cause the lessee to quit involuntarily, increase the rent, or decrease any services within 180 days of any of the following:

(1) After the date upon which the lessee, in good faith, has given notice pursuant to Section 1942, has provided notice of a suspected bed bug infestation, or has made an oral complaint to the lessor regarding tenantability.

(2) After the date upon which the lessee, in good faith, has filed a written complaint, or an oral complaint which is registered or otherwise recorded in writing, with an appropriate agency, of which the lessor has notice, for the purpose of obtaining correction of a condition relating to tenantability.

(3) After the date of an inspection or issuance of a citation, resulting from a complaint described in paragraph (2) of which the lessor did not have notice.

(4) After the filing of appropriate documents commencing a judicial or arbitration proceeding involving the issue of tenantability.

(5) After entry of judgment or the signing of an arbitration award, if any, when in the judicial proceeding or arbitration the issue of tenantability is determined adversely to the lessor.

In each instance, the 180-day period shall run from the latest applicable date referred to in paragraphs (1) to (5), inclusive.

(b) A lessee may not invoke subdivision (a) more than once in any 12-month period.

(c) To report, or to threaten to report, the lessee or individuals known to the landlord to be associated with the lessee to immigration authorities is a form of retaliatory conduct prohibited under subdivision (a). This subdivision shall in no way limit the definition of retaliatory conduct prohibited under this section.

(d) Notwithstanding subdivision (a), it is unlawful for a lessor to increase rent, decrease services, cause a lessee to quit involuntarily, bring an action to recover possession, or threaten to do any of those acts, for the purpose of retaliating against the lessee because the lessee has lawfully organized or participated in a lessees' association or an organization advocating lessees' rights or has lawfully and peaceably exercised any rights under the law. In an action brought by or against the lessee pursuant to this subdivision, the lessee shall bear the burden of producing evidence that the lessor's conduct was, in fact, retaliatory.

(e) To report, or to threaten to report, the lessee or individuals known to the landlord to be associated with the lessee to immigration authorities is a form of retaliatory conduct prohibited under subdivision (d). This subdivision shall in no way limit the definition of retaliatory conduct prohibited under this section.

(f) This section does not limit in any way the exercise by the lessor of the lessor's rights under any lease or agreement or any law pertaining to the hiring of property or the lessor's right to do any of the acts described in subdivision (a) or (d) for any lawful cause. Any waiver by a lessee of the lessee's rights under this section is void as contrary to public policy.

(g) Notwithstanding subdivisions (a) to (f), inclusive, a lessor may recover possession of a dwelling and do any of the other acts described in subdivision (a) within the period or periods prescribed therein, or within subdivision (d), if the notice of termination, rent increase, or other act, and any pleading or statement of issues in an arbitration, if any, states the ground upon which the lessor, in good faith, seeks to recover possession, increase rent, or do any of the other acts described in subdivision (a) or (d). If the statement is controverted, the lessor shall establish its truth at the trial or other hearing.

(h) Any lessor or agent of a lessor who violates this section shall be liable to the lessee in a civil action for all of the following:

(1) The actual damages sustained by the lessee.

(2) Punitive damages in an amount of not less than one hundred dollars ($100) nor more than two thousand dollars ($2,000) for each retaliatory act where the lessor or agent has been guilty of fraud, oppression, or malice with respect to that act.

(i) In any action brought for damages for retaliatory eviction, the court shall award reasonable attorney's fees to the prevailing party if either party requests attorney's fees upon the initiation of the action.

(j) The remedies provided by this section shall be in addition to any other remedies provided by statutory or decisional law.

(k) A lessor does not violate subdivision (c) or (e) by complying with any legal obligation under any federal government program that provides for rent limitations or rental assistance to a qualified tenant.

(*l*) This section shall become operative on February 1, 2021.

SEC. 8. Section 1946.2 of the Civil Code is amended to read:

1946.2. (a) Notwithstanding any other law, after a tenant has continuously and lawfully occupied a residential real property for 12 months, the owner of the residential real property shall not terminate the tenancy without just cause, which shall be stated in the written notice to terminate tenancy. If any additional adult tenants are added to the lease before an existing tenant has continuously and lawfully occupied the residential real property for 24 months, then this subdivision shall only apply if either of the following are satisfied:

(1) All of the tenants have continuously and lawfully occupied the residential real property for 12 months or more.

(2) One or more tenants have continuously and lawfully occupied the residential real property for 24 months or more.

(b) For purposes of this section, "just cause" includes either of the following:

(1) At-fault just cause, which is any of the following:

(A) Default in the payment of rent.

(B) A breach of a material term of the lease, as described in paragraph (3) of Section 1161 of the Code of Civil Procedure, including, but not limited to, violation of a provision of the lease after being issued a written notice to correct the violation.

(C) Maintaining, committing, or permitting the maintenance or commission of a nuisance as described in paragraph (4) of Section 1161 of the Code of Civil Procedure.

(D) Committing waste as described in paragraph (4) of Section 1161 of the Code of Civil Procedure.

(E) The tenant had a written lease that terminated on or after January 1, 2020, and after a written request or demand from the owner, the tenant has refused to execute a written extension or renewal of the lease for an additional term of similar duration with similar provisions, provided that those terms do not violate this section or any other provision of law.

(F) Criminal activity by the tenant on the residential real property, including any common areas, or any criminal activity or criminal threat, as defined in subdivision (a) of Section 422 of the Penal Code, on or off the residential real property, that is directed at any owner or agent of the owner of the residential real property.

(G) Assigning or subletting the premises in violation of the tenant's lease, as described in paragraph (4) of Section 1161 of the Code of Civil Procedure.

(H) The tenant's refusal to allow the owner to enter the residential real property as authorized by Sections 1101.5 and 1954 of this code, and Sections 13113.7 and 17926.1 of the Health and Safety Code.

(I) Using the premises for an unlawful purpose as described in paragraph (4) of Section 1161 of the Code of Civil Procedure.

(J) The employee, agent, or licensee's failure to vacate after their termination as an employee, agent, or a licensee as described in paragraph (1) of Section 1161 of the Code of Civil Procedure.

(K) When the tenant fails to deliver possession of the residential real property after providing the owner written notice as provided in Section 1946 of the tenant's intention to terminate the hiring of the real property, or makes a written offer to surrender that is accepted in writing by the landlord, but fails to deliver possession at the time specified in that written notice as described in paragraph (5) of Section 1161 of the Code of Civil Procedure.

(2) No-fault just cause, which includes any of the following:

(A) (i) Intent to occupy the residential real property by the owner or their spouse, domestic partner, children, grandchildren, parents, or grandparents.

(ii) For leases entered into on or after July 1, 2020, clause (i) shall apply only if the tenant agrees, in writing, to the termination, or if a provision of the lease allows the owner to terminate the lease if the owner, or their spouse, domestic partner, children, grandchildren, parents, or grandparents, unilaterally decides to occupy the residential real property. Addition of a provision allowing the owner to terminate the lease as described in this clause to a new or renewed rental agreement or fixed-term lease constitutes a similar provision for the purposes of subparagraph (E) of paragraph (1).

(B) Withdrawal of the residential real property from the rental market.

(C) (i) The owner complying with any of the following:

(I) An order issued by a government agency or court relating to habitability that necessitates vacating the residential real property.

(II) An order issued by a government agency or court to vacate the residential real property.

(III) A local ordinance that necessitates vacating the residential real property.

(ii) If it is determined by any government agency or court that the tenant is at fault for the condition or conditions triggering the order or need to vacate under clause (i), the tenant shall not be entitled to relocation assistance as outlined in paragraph (3) of subdivision (d).

(D) (i) Intent to demolish or to substantially remodel the residential real property.

(ii) For purposes of this subparagraph, "substantially remodel" means the replacement or substantial modification of any structural, electrical, plumbing, or mechanical system that requires a permit from a governmental agency, or the abatement of hazardous materials, including lead-based paint, mold, or asbestos, in accordance with applicable federal, state, and local laws, that cannot be reasonably accomplished in a safe manner with the tenant in place and that requires the tenant to vacate the residential real property for at least 30 days. Cosmetic improvements alone, including painting, decorating, and minor repairs, or other work that can be performed safely without having the residential real property vacated, do not qualify as substantial rehabilitation.

(c) Before an owner of residential real property issues a notice to terminate a tenancy for just cause that is a curable lease violation, the owner shall first give notice of the violation to the tenant with an opportunity to

cure the violation pursuant to paragraph (3) of Section 1161 of the Code of Civil Procedure. If the violation is not cured within the time period set forth in the notice, a three-day notice to quit without an opportunity to cure may thereafter be served to terminate the tenancy.

(d) (1) For a tenancy for which just cause is required to terminate the tenancy under subdivision (a), if an owner of residential real property issues a termination notice based on a no-fault just cause described in paragraph (2) of subdivision (b), the owner shall, regardless of the tenant's income, at the owner's option, do one of the following:

(A) Assist the tenant to relocate by providing a direct payment to the tenant as described in paragraph (3).

(B) Waive in writing the payment of rent for the final month of the tenancy, prior to the rent becoming due.

(2) If an owner issues a notice to terminate a tenancy for no-fault just cause, the owner shall notify the tenant of the tenant's right to relocation assistance or rent waiver pursuant to this section. If the owner elects to waive the rent for the final month of the tenancy as provided in subparagraph (B) of paragraph (1), the notice shall state the amount of rent waived and that no rent is due for the final month of the tenancy.

(3) (A) The amount of relocation assistance or rent waiver shall be equal to one month of the tenant's rent that was in effect when the owner issued the notice to terminate the tenancy. Any relocation assistance shall be provided within 15 calendar days of service of the notice.

(B) If a tenant fails to vacate after the expiration of the notice to terminate the tenancy, the actual amount of any relocation assistance or rent waiver provided pursuant to this subdivision shall be recoverable as damages in an action to recover possession.

(C) The relocation assistance or rent waiver required by this subdivision shall be credited against any other relocation assistance required by any other law.

(4) An owner's failure to strictly comply with this subdivision shall render the notice of termination void.

(e) This section shall not apply to the following types of residential real properties or residential circumstances:

(1) Transient and tourist hotel occupancy as defined in subdivision (b) of Section 1940.

(2) Housing accommodations in a nonprofit hospital, religious facility, extended care facility, licensed residential care facility for the elderly, as defined in Section 1569.2 of the Health and Safety Code, or an adult residential facility, as defined in Chapter 6 of Division 6 of Title 22 of the Manual of Policies and Procedures published by the State Department of Social Services.

(3) Dormitories owned and operated by an institution of higher education or a kindergarten and grades 1 to 12, inclusive, school.

(4) Housing accommodations in which the tenant shares bathroom or kitchen facilities with the owner who maintains their principal residence at the residential real property.

(5) Single-family owner-occupied residences, including a residence in which the owner-occupant rents or leases no more than two units or bedrooms, including, but not limited to, an accessory dwelling unit or a junior accessory dwelling unit.

(6) A property containing two separate dwelling units within a single structure in which the owner occupied one of the units as the owner's principal place of residence at the beginning of the tenancy, so long as the owner continues in occupancy, and neither unit is an accessory dwelling unit or a junior accessory dwelling unit.

(7) Housing that has been issued a certificate of occupancy within the previous 15 years.

(8) Residential real property that is alienable separate from the title to any other dwelling unit, provided that both of the following apply:

(A) The owner is not any of the following:

(i) A real estate investment trust, as defined in Section 856 of the Internal Revenue Code.

(ii) A corporation.

(iii) A limited liability company in which at least one member is a corporation.

(B) (i) The tenants have been provided written notice that the residential property is exempt from this section using the following statement:

"This property is not subject to the rent limits imposed by Section 1947.12 of the Civil Code and is not subject to the just cause requirements of Section 1946.2 of the Civil Code. This property meets the requirements of Sections 1947.12 (d)(5) and 1946.2 (e)(8) of the Civil Code and the owner is not any of the following: (1) a real estate investment trust, as defined by Section 856 of the Internal Revenue Code; (2) a corporation; or (3) a limited liability company in which at least one member is a corporation."

(ii) For a tenancy existing before July 1, 2020, the notice required under clause (i) may, but is not required to, be provided in the rental agreement.

(iii) For any tenancy commenced or renewed on or after July 1, 2020, the notice required under clause (i) must be provided in the rental agreement.

(iv) Addition of a provision containing the notice required under clause (i) to any new or renewed rental agreement or fixed-term lease constitutes a similar provision for the purposes of subparagraph (E) of paragraph (1) of subdivision (b).

(9) Housing restricted by deed, regulatory restriction contained in an agreement with a government agency, or other recorded document as affordable housing for persons and families of very low, low, or moderate income, as defined in Section 50093 of the Health and Safety Code, or subject to an agreement that provides housing subsidies for affordable housing for persons and families of very low, low, or moderate income, as defined in Section 50093 of the Health and Safety Code or comparable federal statutes.

(f) An owner of residential real property subject to this section shall provide notice to the tenant as follows:

(1) For any tenancy commenced or renewed on or after July 1, 2020, as an addendum to the lease or rental agreement, or as a written notice signed by the tenant, with a copy provided to the tenant.

(2) For a tenancy existing prior to July 1, 2020, by written notice to the tenant no later than August 1, 2020, or as an addendum to the lease or rental agreement.

(3) The notification or lease provision shall be in no less than 12-point type, and shall include the following:

"California law limits the amount your rent can be increased. See Section 1947.12 of the Civil Code for more information. California law also provides that after all of the tenants have continuously and lawfully occupied the property for 12 months or more or at least one of the tenants has continuously and lawfully occupied the property for 24 months or more, a landlord must provide a statement of cause in any notice to terminate a tenancy. See Section 1946.2 of the Civil Code for more information."

The provision of the notice shall be subject to Section 1632.

(g) (1) This section does not apply to the following residential real property:

(A) Residential real property subject to a local ordinance requiring just cause for termination of a residential tenancy adopted on or before September 1, 2019, in which case the local ordinance shall apply.

(B) Residential real property subject to a local ordinance requiring just cause for termination of a residential tenancy adopted or amended after September 1, 2019, that is more protective than this section, in which case the local ordinance shall apply. For purposes of this subparagraph, an ordinance is "more protective" if it meets all of the following criteria:

(i) The just cause for termination of a residential tenancy under the local ordinance is consistent with this section.

(ii) The ordinance further limits the reasons for termination of a residential tenancy, provides for higher relocation assistance amounts, or provides additional tenant protections that are not prohibited by any other provision of law.

(iii) The local government has made a binding finding within their local ordinance that the ordinance is more protective than the provisions of this section.

(2) A residential real property shall not be subject to both a local ordinance requiring just cause for termination of a residential tenancy and this section.

(3) A local ordinance adopted after September 1, 2019, that is less protective than this section shall not be enforced unless this section is repealed.

(h) Any waiver of the rights under this section shall be void as contrary to public policy.

(i) For the purposes of this section, the following definitions shall apply:

(1) "Owner" and "residential real property" have the same meaning as those terms are defined in Section 1954.51.

(2) "Tenancy" means the lawful occupation of residential real property and includes a lease or sublease.

(j) This section shall remain in effect only until January 1, 2030, and as of that date is repealed.

SEC. 9. Section 1947.12 of the Civil Code is amended to read:

1947.12. (a) (1) Subject to subdivision (b), an owner of residential real property shall not, over the course of any 12-month period, increase the gross rental rate for a dwelling or a unit more than 5 percent plus the percentage change in the cost of living, or 10 percent, whichever is lower, of the lowest gross rental rate charged for that dwelling or unit at any time during the 12 months prior to the effective date of the increase. In determining the lowest gross rental amount pursuant to this section, any rent discounts, incentives, concessions, or credits offered by the owner of such unit of residential real property and accepted by the tenant shall be excluded. The gross per-month rental rate and any owner-offered discounts, incentives, concessions, or credits shall be separately listed and identified in the lease or rental agreement or any amendments to an existing lease or rental agreement.

(2) If the same tenant remains in occupancy of a unit of residential real property over any 12-month period, the gross rental rate for the unit of residential real property shall not be increased in more than two increments over that 12-month period, subject to the other restrictions of this subdivision governing gross rental rate increase.

(b) For a new tenancy in which no tenant from the prior tenancy remains in lawful possession of the residential real property, the owner may establish the initial rental rate not subject to subdivision (a). Subdivision (a) is only applicable to subsequent increases after that initial rental rate has been established.

(c) A tenant of residential real property subject to this section shall not enter into a sublease that results in a total rent for the premises that exceeds the allowable rental rate authorized by subdivision (a). Nothing in this subdivision authorizes a tenant to sublet or assign the tenant's interest where otherwise prohibited.

(d) This section shall not apply to the following residential real properties:

(1) Housing restricted by deed, regulatory restriction contained in an agreement with a government agency, or other recorded document as affordable housing for persons and families of very low, low, or moderate income, as defined in Section 50093 of the Health and Safety Code, or subject to an agreement that provides housing subsidies for affordable housing for persons and families of very low, low, or moderate income, as defined in Section 50093 of the Health and Safety Code or comparable federal statutes.

(2) Dormitories owned and operated by an institution of higher education or a kindergarten and grades 1 to 12, inclusive, school.

(3) Housing subject to rent or price control through a public entity's valid exercise of its police power consistent with Chapter 2.7 (commencing with Section 1954.50) that restricts annual increases in the rental rate to an amount less than that provided in subdivision (a).

(4) Housing that has been issued a certificate of occupancy within the previous 15 years.

(5) Residential real property that is alienable separate from the title to any other dwelling unit, provided that both of the following apply:

(A) The owner is not any of the following:

(i) A real estate investment trust, as defined in Section 856 of the Internal Revenue Code.

(ii) A corporation.

(iii) A limited liability company in which at least one member is a corporation.

(B) (i) The tenants have been provided written notice that the residential real property is exempt from this section using the following statement:

"This property is not subject to the rent limits imposed by Section 1947.12 of the Civil Code and is not subject to the just cause requirements of Section 1946.2 of the Civil Code. This property meets the requirements of Sections 1947.12 (d)(5) and 1946.2 (e)(8) of the Civil Code and the owner is not any of the following: (1) a real estate investment trust, as defined by Section 856 of the Internal Revenue Code; (2) a corporation; or (3) a limited liability company in which at least one member is a corporation."

(ii) For a tenancy existing before July 1, 2020, the notice required under clause (i) may, but is not required to, be provided in the rental agreement.

(iii) For a tenancy commenced or renewed on or after July 1, 2020, the notice required under clause (i) must be provided in the rental agreement.

(iv) Addition of a provision containing the notice required under clause (i) to any new or renewed rental agreement or fixed-term lease constitutes a similar provision for the purposes of subparagraph (E) of paragraph (1) of subdivision (b) of Section 1946.2.

(6) A property containing two separate dwelling units within a single structure in which the owner occupied one of the units as the owner's principal place of residence at the beginning of the tenancy, so long as the owner continues in occupancy, and neither unit is an accessory dwelling unit or a junior accessory dwelling unit.

(e) An owner shall provide notice of any increase in the rental rate, pursuant to subdivision (a), to each tenant in accordance with Section 827.

(f) (1) On or before January 1, 2030, the Legislative Analyst's Office shall report to the Legislature regarding the effectiveness of this section and Section 1947.13. The report shall include, but not be limited to, the impact of the rental rate cap pursuant to subdivision (a) on the housing market within the state.

(2) The report required by paragraph (1) shall be submitted in compliance with Section 9795 of the Government Code.

(g) For the purposes of this section, the following definitions shall apply:

(1) “Consumer Price Index for All Urban Consumers for All Items” means the following:

(A) The Consumer Price Index for All Urban Consumers for All Items (CPI-U) for the metropolitan area in which the property is located, as published by the United States Bureau of Labor Statistics, which are as follows:

(i) The CPI-U for the Los Angeles-Long Beach-Anaheim metropolitan area covering the Counties of Los Angeles and Orange.

(ii) The CPI-U for the Riverside-San Bernardo-Ontario metropolitan area covering the Counties of Riverside and San Bernardino.

(iii) The CPI-U for the San Diego-Carlsbad metropolitan area covering the County of San Diego.

(iv) The CPI-U for the San Francisco-Oakland-Hayward metropolitan area covering the Counties of Alameda, Contra Costa, Marin, San Francisco, and San Mateo.

(v) Any successor metropolitan area index to any of the indexes listed in clauses (i) to (iv), inclusive.

(B) If the United States Bureau of Labor Statistics does not publish a CPI-U for the metropolitan area in which the property is located, the California Consumer Price Index for All Urban Consumers for All Items as published by the Department of Industrial Relations.

(C) On or after January 1, 2021, if the United States Bureau of Labor Statistics publishes a CPI-U index for one or more metropolitan areas not listed in subparagraph (A), that CPI-U index shall apply in those areas with respect to rent increases that take effect on or after August 1 of the calendar year in which the 12-month change in that CPI-U, as described in subparagraph (B) of paragraph (3), is first published.

(2) “Owner” and “residential real property” shall have the same meaning as those terms are defined in Section 1954.51.

(3) (A) “Percentage change in the cost of living” means the percentage change, computed pursuant to subparagraph (B), in the applicable, as determined pursuant to paragraph (1), Consumer Price Index for All Urban Consumers for All Items.

(B) (i) For rent increases that take effect before August 1 of any calendar year, the following shall apply:

(I) The percentage change shall be the percentage change in the amount published for April of the immediately preceding calendar year and April of the year before that.

(II) If there is not an amount published in April for the applicable geographic area, the percentage change shall be the percentage change in the amount published for March of the immediately preceding calendar year and March of the year before that.

(ii) For rent increases that take effect on or after August 1 of any calendar year, the following shall apply:

(I) The percentage change shall be the percentage change in the amount published for April of that calendar year and April of the immediately preceding calendar year.

(II) If there is not an amount published in April for the applicable geographic area, the percentage change shall be the percentage change in the amount published for March of that calendar year and March of the immediately preceding calendar year.

(iii) The percentage change shall be rounded to the nearest one-tenth of 1 percent.

(4) "Tenancy" means the lawful occupation of residential real property and includes a lease or sublease.

(h) (1) This section shall apply to all rent increases subject to subdivision (a) occurring on or after March 15, 2019.

(2) In the event that an owner has increased the rent by more than the amount permissible under subdivision (a) between March 15, 2019, and January 1, 2020, both of the following shall apply:

(A) The applicable rent on January 1, 2020, shall be the rent as of March 15, 2019, plus the maximum permissible increase under subdivision (a).

(B) An owner shall not be liable to the tenant for any corresponding rent overpayment.

(3) An owner of residential real property subject to subdivision (a) who increased the rental rate on that residential real property on or after March 15, 2019, but prior to January 1, 2020, by an amount less than the rental rate increase permitted by subdivision (a) shall be allowed to increase the rental rate twice, as provided in paragraph (2) of subdivision (a), within 12 months of March 15, 2019, but in no event shall that rental rate increase exceed the maximum rental rate increase permitted by subdivision (a).

(i) Any waiver of the rights under this section shall be void as contrary to public policy.

(j) This section shall remain in effect until January 1, 2030, and as of that date is repealed.

(k) (1) The Legislature finds and declares that the unique circumstances of the current housing crisis require a statewide response to address rent gouging by establishing statewide limitations on gross rental rate increases.

(2) It is the intent of the Legislature that this section should apply only for the limited time needed to address the current statewide housing crisis, as described in paragraph (1). This section is not intended to expand or limit the authority of local governments to establish local policies regulating rents consistent with Chapter 2.7 (commencing with Section 1954.50), nor is it a statement regarding the appropriate, allowable rental rate increase when a local government adopts a policy regulating rent that is otherwise consistent with Chapter 2.7 (commencing with Section 1954.50).

(3) Nothing in this section authorizes a local government to establish limitations on any rental rate increases not otherwise permissible under Chapter 2.7 (commencing with Section 1954.50), or affects the existing authority of a local government to adopt or maintain rent controls or price controls consistent with that chapter.

SEC. 10. Section 1947.13 of the Civil Code is amended to read:

1947.13. (a) Notwithstanding subdivision (a) of Section 1947.12, upon the expiration of rental restrictions, the following shall apply:

(1) The owner of an assisted housing development who demonstrates, under penalty of perjury, compliance with all applicable provisions of Sections 65863.10, 65863.11, and 65863.13 of the Government Code and any other applicable federal, state, or local law or regulation may establish the initial unassisted rental rate for units in the applicable housing development. Any subsequent rent increase in the development shall be subject to Section 1947.12.

(2) The owner of a deed-restricted affordable housing unit or an affordable housing unit subject to a regulatory restriction contained in an agreement with a government agency limiting rental rates that is not within an assisted housing development may, subject to any applicable federal, state, or local law or regulation, establish the initial rental rate for the unit upon the expiration of the restriction. Any subsequent rent increase for the unit shall be subject to Section 1947.12.

(b) For purposes of this section:

(1) "Assisted housing development" has the same meaning as defined in paragraph (3) of subdivision (a) of Section 65863.10 of the Government Code.

(2) "Expiration of rental restrictions" has the same meaning as defined in paragraph (5) of subdivision (a) of Section 65863.10 of the Government Code.

(c) This section shall remain in effect until January 1, 2030, and as of that date is repealed.

(d) Any waiver of the rights under this section shall be void as contrary to public policy.

(e) This section shall not be construed to preempt any local law.

SEC. 11. Section 2924.15 of the Civil Code is amended to read:

2924.15. (a) Unless otherwise provided, paragraph (5) of subdivision (a) of Section 2924, and Sections 2923.5, 2923.55, 2923.6, 2923.7, 2924.9, 2924.10, 2924.11, and 2924.18 shall apply only to a first lien mortgage or deed of trust that meets either of the following criteria:

(1) (A) The first lien mortgage or deed of trust is secured by owner-occupied residential real property containing no more than four dwelling units.

(B) For purposes of this paragraph, "owner-occupied" means that the property is the principal residence of the borrower and is security for a loan made for personal, family, or household purposes.

(2) The first lien mortgage or deed of trust is secured by residential real property that is occupied by a tenant, contains no more than four dwelling units, and meets all of the conditions described in subparagraph (B).

(A) For the purposes of this paragraph:

(i) "Applicable lease" means a lease entered pursuant to an arm's length transaction before, and in effect on, March 4, 2020.

(ii) “Arm’s length transaction” means a lease entered into in good faith and for valuable consideration that reflects the fair market value in the open market between informed and willing parties.

(iii) “Occupied by a tenant” means that the property is the principal residence of a tenant.

(B) To meet the conditions of this subdivision, a first lien mortgage or deed of trust shall have all of the following characteristics:

(i) The property is owned by an individual who owns no more than three residential real properties, or by one or more individuals who together own no more than three residential real properties, each of which contains no more than four dwelling units.

(ii) The property is occupied by a tenant pursuant to an applicable lease.

(iii) A tenant occupying the property is unable to pay rent due to a reduction in income resulting from the novel coronavirus.

(C) Relief shall be available pursuant to subdivision (a) of Section 2924 and Sections 2923.5, 2923.55, 2923.6, 2923.7, 2924.9, 2924.10, 2924.11, and 2924.18 for so long as the property remains occupied by a tenant pursuant to a lease entered in an arm’s length transaction.

(b) This section shall remain in effect until January 1, 2023, and as of that date is repealed.

SEC. 12. Section 2924.15 is added to the Civil Code, to read:

2924.15. (a) Unless otherwise provided, paragraph (5) of subdivision (a) of Section 2924 and Sections 2923.5, 2923.55, 2923.6, 2923.7, 2924.9, 2924.10, 2924.11, and 2924.18 shall apply only to a first lien mortgage or deed of trust that is secured by owner-occupied residential real property containing no more than four dwelling units.

(b) As used in this section, “owner-occupied” means that the property is the principal residence of the borrower and is security for a loan made for personal, family, or household purposes.

(c) This section shall become operative on January 1, 2023.

SEC. 13. Title 19 (commencing with Section 3273.01) is added to Part 4 of Division 3 of the Civil Code, to read:

TITLE 19. COVID-19 SMALL LANDLORD AND HOMEOWNER RELIEF ACT

Chapter 1. Title and Definitions

3273.01. This title is known, and may be cited, as the “COVID-19 Small Landlord and Homeowner Relief Act of 2020.”

3273.1. For purposes of this title:

(a) (1) “Borrower” means any of the following:

(A) A natural person who is a mortgagor or trustor or a confirmed successor in interest, as defined in Section 1024.31 of Title 12 of the Code of Federal Regulations.

(B) An entity other than a natural person only if the secured property contains no more than four dwelling units and is currently occupied by one or more residential tenants.

(2) "Borrower" shall not include an individual who has surrendered the secured property as evidenced by either a letter confirming the surrender or delivery of the keys to the property to the mortgagee, trustee, beneficiary, or authorized agent.

(3) Unless the property securing the mortgage contains one or more deed-restricted affordable housing units or one or more affordable housing units subject to a regulatory restriction limiting rental rates that is contained in an agreement with a government agency, the following mortgagors shall not be considered a "borrower":

(A) A real estate investment trust, as defined in Section 856 of the Internal Revenue Code.

(B) A corporation.

(C) A limited liability company in which at least one member is a corporation.

(4) "Borrower" shall also mean a person who holds a power of attorney for a borrower described in paragraph (1).

(b) "Effective time period" means the time period between the operational date of this title and April 1, 2021.

(c) (1) "Mortgage servicer" or "lienholder" means a person or entity who directly services a loan or who is responsible for interacting with the borrower, managing the loan account on a daily basis, including collecting and crediting periodic loan payments, managing any escrow account, or enforcing the note and security instrument, either as the current owner of the promissory note or as the current owner's authorized agent.

(2) "Mortgage servicer" or "lienholder" also means a subservicing agent to a master servicer by contract.

(3) "Mortgage servicer" shall not include a trustee, or a trustee's authorized agent, acting under a power of sale pursuant to a deed of trust.

3273.2. (a) The provisions of this title apply to a mortgage or deed of trust that is secured by residential property containing no more than four dwelling units, including individual units of condominiums or cooperatives, and that was outstanding as of the enactment date of this title.

(b) The provisions of this title shall apply to a depository institution chartered under federal or state law, a person covered by the licensing requirements of Division 9 (commencing with Section 22000) or Division 20 (commencing with Section 50000) of the Financial Code, or a person licensed pursuant to Part 1 (commencing with Section 10000) of Division 4 of the Business and Professions Code.

Chapter 2. Mortgages

3273.10. (a) If a mortgage servicer denies a forbearance request made during the effective time period, the mortgage servicer shall provide written

notice to the borrower that sets forth the specific reason or reasons that forbearance was not provided, if both of the following conditions are met:

(1) The borrower was current on payment as of February 1, 2020.

(2) The borrower is experiencing a financial hardship that prevents the borrower from making timely payments on the mortgage obligation due, directly or indirectly, to the COVID-19 emergency.

(b) If the written notice in subdivision (a) cites any defect in the borrower's request, including an incomplete application or missing information, that is curable, the mortgage servicer shall do all of the following:

(1) Specifically identify any curable defect in the written notice.

(2) Provide 21 days from the mailing date of the written notice for the borrower to cure any identified defect.

(3) Accept receipt of the borrower's revised request for forbearance before the aforementioned 21-day period lapses.

(4) Respond to the borrower's revised request within five business days of receipt of the revised request.

(c) If a mortgage servicer denies a forbearance request, the declaration required by subdivision (b) of Section 2923.5 shall include the written notice together with a statement as to whether forbearance was or was not subsequently provided.

(d) A mortgage servicer, mortgagee, or beneficiary of the deed of trust, or an authorized agent thereof, who, with respect to a borrower of a federally backed mortgage, complies with the relevant provisions regarding forbearance in Section 4022 of the federal Coronavirus Aid, Relief, and Economic Security Act (the CARES Act) (Public Law 116-136), including any amendments or revisions to those provisions, shall be deemed to be in compliance with this section. A mortgage servicer of a nonfederally backed mortgage that provides forbearance that is consistent with the requirements of the CARES Act for federally backed mortgages shall be deemed to be in compliance with this section.

3273.11. (a) A mortgage servicer shall comply with applicable federal guidance regarding borrower options following a COVID-19 related forbearance.

(b) Any mortgage servicer, mortgagee, or beneficiary of the deed of trust, or authorized agent thereof, who, with respect to a borrower of a federally backed loan, complies with the guidance to mortgagees regarding borrower options following a COVID-19-related forbearance provided by the Federal National Mortgage Association (Fannie Mae), the Federal Home Loan Mortgage Corporation (Freddie Mac), the Federal Housing Administration of the United States Department of Housing and Urban Development, the United States Department of Veterans Affairs, or the Rural Development division of the United States Department of Agriculture, including any amendments, updates, or revisions to that guidance, shall be deemed to be in compliance with this section.

(c) With respect to a nonfederally backed loan, any mortgage servicer, mortgagee, or beneficiary of the deed of trust, or authorized agent thereof,

who, regarding borrower options following a COVID-19 related forbearance, reviews a customer for a solution that is consistent with the guidance to servicers, mortgagees, or beneficiaries provided by Fannie Mae, Freddie Mac, the Federal Housing Administration of the Department of Housing and Urban Development, the Department of Veterans Affairs, or the Rural Development division of the Department of Agriculture, including any amendments, updates or revisions to such guidance, shall be deemed to be in compliance with this section.

3273.12. It is the intent of the Legislature that a mortgage servicer offer a borrower a postforbearance loss mitigation option that is consistent with the mortgage servicer's contractual or other authority.

3273.14. A mortgage servicer shall communicate about forbearance and postforbearance options described in this article in the borrower's preferred language when the mortgage servicer regularly communicates with any borrower in that language.

3273.15. (a) A borrower who is harmed by a material violation of this title may bring an action to obtain injunctive relief, damages, restitution, and any other remedy to redress the violation.

(b) A court may award a prevailing borrower reasonable attorney's fees and costs in any action based on any violation of this title in which injunctive relief against a sale, including a temporary restraining order, is granted. A court may award a prevailing borrower reasonable attorney's fees and costs in an action for a violation of this article in which relief is granted but injunctive relief against a sale is not granted.

(c) The rights, remedies, and procedures provided to borrowers by this section are in addition to and independent of any other rights, remedies, or procedures under any other law. This section shall not be construed to alter, limit, or negate any other rights, remedies, or procedures provided to borrowers by law.

3273.16. Any waiver by a borrower of the provisions of this article is contrary to public policy and shall be void.

SEC. 14. Section 116.223 is added to the Code of Civil Procedure, to read:

116.223. (a) The Legislature hereby finds and declares as follows:

(1) There is anticipated to be an unprecedented number of claims arising out of nonpayment of residential rent that occurred between March 1, 2020, and January 31, 2021, related to the COVID-19 pandemic.

(2) These disputes are of special importance to the parties and of significant social and economic consequence collectively as the people of the State of California grapple with the health, economic, and social impacts of the COVID-19 pandemic.

(3) It is essential that the parties have access to a judicial forum to resolve these disputes expeditiously, inexpensively, and fairly.

(4) It is the intent of the Legislature that landlords of residential real property and their tenants have the option to litigate disputes regarding rent which is unpaid for the time period between March 1, 2020, and January 31, 2021, in the small claims court. It is the intent of the Legislature that

the jurisdictional limits of the small claims court not apply to these disputes over COVID-19 rental debt.

(b) (1) Notwithstanding paragraph (1) of subdivision (a) Section 116.220, Section 116.221, or any other law, the small claims court has jurisdiction in any action for recovery of COVID-19 rental debt, as defined in Section 1179.02, and any defenses thereto, regardless of the amount demanded.

(2) In an action described in paragraph (1), the court shall reduce the damages awarded for any amount of COVID-19 rental debt sought by payments made to the landlord to satisfy the COVID-19 rental debt, including payments by the tenant, rental assistance programs, or another third party pursuant to paragraph (3) of subdivision (a) of Section 1947.3 of the Civil Code.

(3) An action to recover COVID-19 rental debt, as defined in Section 1179.02, brought pursuant to this subdivision shall not be commenced before March 1, 2021.

(c) Any claim for recovery of COVID-19 rental debt, as defined in Section 1179.02, shall not be subject to Section 116.231, notwithstanding the fact that a landlord of residential rental property may have brought two or more small claims actions in which the amount demanded exceeded two thousand five hundred dollars ($2,500) in any calendar year.

(d) This section shall remain in effect until February 1, 2025, and as of that date is repealed.

SEC. 15. Section 1161 of the Code of Civil Procedure is amended to read:

1161. A tenant of real property, for a term less than life, or the executor or administrator of the tenant's estate heretofore qualified and now acting or hereafter to be qualified and act, is guilty of unlawful detainer:

1. When the tenant continues in possession, in person or by subtenant, of the property, or any part thereof, after the expiration of the term for which it is let to the tenant; provided the expiration is of a nondefault nature however brought about without the permission of the landlord, or the successor in estate of the landlord, if applicable; including the case where the person to be removed became the occupant of the premises as a servant, employee, agent, or licensee and the relation of master and servant, or employer and employee, or principal and agent, or licensor and licensee, has been lawfully terminated or the time fixed for occupancy by the agreement between the parties has expired; but nothing in this subdivision shall be construed as preventing the removal of the occupant in any other lawful manner; but in case of a tenancy at will, it shall first be terminated by notice, as prescribed in the Civil Code.

2. When the tenant continues in possession, in person or by subtenant, without the permission of the landlord, or the successor in estate of the landlord, if applicable, after default in the payment of rent, pursuant to the lease or agreement under which the property is held, and three days' notice, excluding Saturdays and Sundays and other judicial holidays, in writing, requiring its payment, stating the amount that is due, the name, telephone number, and address of the person to whom the rent payment shall be made,

and, if payment may be made personally, the usual days and hours that person will be available to receive the payment (provided that, if the address does not allow for personal delivery, then it shall be conclusively presumed that upon the mailing of any rent or notice to the owner by the tenant to the name and address provided, the notice or rent is deemed received by the owner on the date posted, if the tenant can show proof of mailing to the name and address provided by the owner), or the number of an account in a financial institution into which the rental payment may be made, and the name and street address of the institution (provided that the institution is located within five miles of the rental property), or if an electronic funds transfer procedure has been previously established, that payment may be made pursuant to that procedure, or possession of the property, shall have been served upon the tenant and if there is a subtenant in actual occupation of the premises, also upon the subtenant.

The notice may be served at any time within one year after the rent becomes due. In all cases of tenancy upon agricultural lands, if the tenant has held over and retained possession for more than 60 days after the expiration of the term without any demand of possession or notice to quit by the landlord or the successor in estate of the landlord, if applicable, the tenant shall be deemed to be holding by permission of the landlord or successor in estate of the landlord, if applicable, and shall be entitled to hold under the terms of the lease for another full year, and shall not be guilty of an unlawful detainer during that year, and the holding over for that period shall be taken and construed as a consent on the part of a tenant to hold for another year.

An unlawful detainer action under this paragraph shall be subject to the COVID-19 Tenant Relief Act of 2020 (Chapter 5 (commencing with Section 1179.01)) if the default in the payment of rent is based upon the COVID-19 rental debt.

3. When the tenant continues in possession, in person or by subtenant, after a neglect or failure to perform other conditions or covenants of the lease or agreement under which the property is held, including any covenant not to assign or sublet, than the one for the payment of rent, and three days' notice, excluding Saturdays and Sundays and other judicial holidays, in writing, requiring the performance of those conditions or covenants, or the possession of the property, shall have been served upon the tenant, and if there is a subtenant in actual occupation of the premises, also, upon the subtenant. Within three days, excluding Saturdays and Sundays and other judicial holidays, after the service of the notice, the tenant, or any subtenant in actual occupation of the premises, or any mortgagee of the term, or other person interested in its continuance, may perform the conditions or covenants of the lease or pay the stipulated rent, as the case may be, and thereby save the lease from forfeiture; provided, if the conditions and covenants of the lease, violated by the lessee, cannot afterward be performed, then no notice, as last prescribed herein, need be given to the lessee or the subtenant, demanding the performance of the violated conditions or covenants of the lease.

A tenant may take proceedings, similar to those prescribed in this chapter, to obtain possession of the premises let to a subtenant or held by a servant, employee, agent, or licensee, in case of that person's unlawful detention of the premises underlet to or held by that person.

An unlawful detainer action under this paragraph shall be subject to the COVID-19 Tenant Relief Act of 2020 (Chapter 5 (commencing with Section 1179.01)) if the neglect or failure to perform other conditions or covenants of the lease or agreement is based upon the COVID-19 rental debt.

4. Any tenant, subtenant, or executor or administrator of that person's estate heretofore qualified and now acting, or hereafter to be qualified and act, assigning or subletting or committing waste upon the demised premises, contrary to the conditions or covenants of the lease, or maintaining, committing, or permitting the maintenance or commission of a nuisance upon the demised premises or using the premises for an unlawful purpose, thereby terminates the lease, and the landlord, or the landlord's successor in estate, shall upon service of three days' notice to quit upon the person or persons in possession, be entitled to restitution of possession of the demised premises under this chapter. For purposes of this subdivision, a person who commits or maintains a public nuisance as described in Section 3482.8 of the Civil Code, or who commits an offense described in subdivision (c) of Section 3485 of the Civil Code, or subdivision (c) of Section 3486 of the Civil Code, or uses the premises to further the purpose of that offense shall be deemed to have committed a nuisance upon the premises.

5. When the tenant gives written notice as provided in Section 1946 of the Civil Code of the tenant's intention to terminate the hiring of the real property, or makes a written offer to surrender which is accepted in writing by the landlord, but fails to deliver possession at the time specified in that written notice, without the permission of the landlord, or the successor in estate of the landlord, if applicable.

6. As used in this section:

"COVID-19 rental debt" has the same meaning as defined in Section 1179.02.

"Tenant" includes any person who hires real property except those persons whose occupancy is described in subdivision (b) of Section 1940 of the Civil Code.

7. This section shall remain in effect until February 1, 2025, and as of that date is repealed.

SEC. 16. Section 1161 is added to the Code of Civil Procedure, to read:

1161. A tenant of real property, for a term less than life, or the executor or administrator of the tenant's estate heretofore qualified and now acting or hereafter to be qualified and act, is guilty of unlawful detainer:

1. When the tenant continues in possession, in person or by subtenant, of the property, or any part thereof, after the expiration of the term for which it is let to the tenant; provided the expiration is of a nondefault nature however brought about without the permission of the landlord, or the successor in estate of the landlord, if applicable; including the case where the person to be removed became the occupant of the premises as a servant,

employee, agent, or licensee and the relation of master and servant, or employer and employee, or principal and agent, or licensor and licensee, has been lawfully terminated or the time fixed for occupancy by the agreement between the parties has expired; but nothing in this subdivision shall be construed as preventing the removal of the occupant in any other lawful manner; but in case of a tenancy at will, it shall first be terminated by notice, as prescribed in the Civil Code.

2. When the tenant continues in possession, in person or by subtenant, without the permission of the landlord, or the successor in estate of the landlord, if applicable, after default in the payment of rent, pursuant to the lease or agreement under which the property is held, and three days' notice, excluding Saturdays and Sundays and other judicial holidays, in writing, requiring its payment, stating the amount that is due, the name, telephone number, and address of the person to whom the rent payment shall be made, and, if payment may be made personally, the usual days and hours that person will be available to receive the payment (provided that, if the address does not allow for personal delivery, then it shall be conclusively presumed that upon the mailing of any rent or notice to the owner by the tenant to the name and address provided, the notice or rent is deemed received by the owner on the date posted, if the tenant can show proof of mailing to the name and address provided by the owner), or the number of an account in a financial institution into which the rental payment may be made, and the name and street address of the institution (provided that the institution is located within five miles of the rental property), or if an electronic funds transfer procedure has been previously established, that payment may be made pursuant to that procedure, or possession of the property, shall have been served upon the tenant and if there is a subtenant in actual occupation of the premises, also upon the subtenant.

The notice may be served at any time within one year after the rent becomes due. In all cases of tenancy upon agricultural lands, if the tenant has held over and retained possession for more than 60 days after the expiration of the term without any demand of possession or notice to quit by the landlord or the successor in estate of the landlord, if applicable, the tenant shall be deemed to be holding by permission of the landlord or successor in estate of the landlord, if applicable, and shall be entitled to hold under the terms of the lease for another full year, and shall not be guilty of an unlawful detainer during that year, and the holding over for that period shall be taken and construed as a consent on the part of a tenant to hold for another year.

3. When the tenant continues in possession, in person or by subtenant, after a neglect or failure to perform other conditions or covenants of the lease or agreement under which the property is held, including any covenant not to assign or sublet, than the one for the payment of rent, and three days' notice, excluding Saturdays and Sundays and other judicial holidays, in writing, requiring the performance of those conditions or covenants, or the possession of the property, shall have been served upon the tenant, and if there is a subtenant in actual occupation of the premises, also, upon the

subtenant. Within three days, excluding Saturdays and Sundays and other judicial holidays, after the service of the notice, the tenant, or any subtenant in actual occupation of the premises, or any mortgagee of the term, or other person interested in its continuance, may perform the conditions or covenants of the lease or pay the stipulated rent, as the case may be, and thereby save the lease from forfeiture; provided, if the conditions and covenants of the lease, violated by the lessee, cannot afterward be performed, then no notice, as last prescribed herein, need be given to the lessee or the subtenant, demanding the performance of the violated conditions or covenants of the lease.

A tenant may take proceedings, similar to those prescribed in this chapter, to obtain possession of the premises let to a subtenant or held by a servant, employee, agent, or licensee, in case of that person's unlawful detention of the premises underlet to or held by that person.

4. Any tenant, subtenant, or executor or administrator of that person's estate heretofore qualified and now acting, or hereafter to be qualified and act, assigning or subletting or committing waste upon the demised premises, contrary to the conditions or covenants of the lease, or maintaining, committing, or permitting the maintenance or commission of a nuisance upon the demised premises or using the premises for an unlawful purpose, thereby terminates the lease, and the landlord, or the landlord's successor in estate, shall upon service of three days' notice to quit upon the person or persons in possession, be entitled to restitution of possession of the demised premises under this chapter. For purposes of this subdivision, a person who commits or maintains a public nuisance as described in Section 3482.8 of the Civil Code, or who commits an offense described in subdivision (c) of Section 3485 of the Civil Code, or subdivision (c) of Section 3486 of the Civil Code, or uses the premises to further the purpose of that offense shall be deemed to have committed a nuisance upon the premises.

5. When the tenant gives written notice as provided in Section 1946 of the Civil Code of the tenant's intention to terminate the hiring of the real property, or makes a written offer to surrender which is accepted in writing by the landlord, but fails to deliver possession at the time specified in that written notice, without the permission of the landlord, or the successor in estate of the landlord, if applicable.

6. As used in this section, "tenant" includes any person who hires real property except those persons whose occupancy is described in subdivision (b) of Section 1940 of the Civil Code.

7. This section shall become operative on February 1, 2025.

SEC. 17. Section 1161.2 of the Code of Civil Procedure is amended to read:

1161.2. (a) (1) The clerk shall allow access to limited civil case records filed under this chapter, including the court file, index, and register of actions, only as follows:

(A) To a party to the action, including a party's attorney.

(B) To a person who provides the clerk with the names of at least one plaintiff and one defendant and the address of the premises, including the apartment or unit number, if any.

(C) To a resident of the premises who provides the clerk with the name of one of the parties or the case number and shows proof of residency.

(D) To a person by order of the court, which may be granted ex parte, on a showing of good cause.

(E) Except as provided in subparagraph (G), to any person by order of the court if judgment is entered for the plaintiff after trial more than 60 days since the filing of the complaint. The court shall issue the order upon issuing judgment for the plaintiff.

(F) Except as provided in subparagraph (G), to any other person 60 days after the complaint has been filed if the plaintiff prevails in the action within 60 days of the filing of the complaint, in which case the clerk shall allow access to any court records in the action. If a default or default judgment is set aside more than 60 days after the complaint has been filed, this section shall apply as if the complaint had been filed on the date the default or default judgment is set aside.

(G) (i) In the case of a complaint involving residential property based on Section 1161a as indicated in the caption of the complaint, as required in subdivision (c) of Section 1166, to any other person, if 60 days have elapsed since the complaint was filed with the court, and, as of that date, judgment against all defendants has been entered for the plaintiff, after a trial.

(ii) Subparagraphs (E) and (F) shall not apply if the plaintiff filed the action between March 4, 2020, and January 31, 2021, and the action is based on an alleged default in the payment of rent.

(2) This section shall not be construed to prohibit the court from issuing an order that bars access to the court record in an action filed under this chapter if the parties to the action so stipulate.

(b) (1) For purposes of this section, "good cause" includes, but is not limited to, both of the following:

(A) The gathering of newsworthy facts by a person described in Section 1070 of the Evidence Code.

(B) The gathering of evidence by a party to an unlawful detainer action solely for the purpose of making a request for judicial notice pursuant to subdivision (d) of Section 452 of the Evidence Code.

(2) It is the intent of the Legislature that a simple procedure be established to request the ex parte order described in subparagraph (D) of paragraph (1) of subdivision (a).

(c) Upon the filing of a case so restricted, the court clerk shall mail notice to each defendant named in the action. The notice shall be mailed to the address provided in the complaint. The notice shall contain a statement that an unlawful detainer complaint (eviction action) has been filed naming that party as a defendant, and that access to the court file will be delayed for 60 days except to a party, an attorney for one of the parties, or any other person who (1) provides to the clerk the names of at least one plaintiff and one

defendant in the action and provides to the clerk the address, including any applicable apartment, unit, or space number, of the subject premises, or (2) provides to the clerk the name of one of the parties in the action or the case number and can establish through proper identification that the person lives at the subject premises. The notice shall also contain a statement that access to the court index, register of actions, or other records is not permitted until 60 days after the complaint is filed, except pursuant to an order upon a showing of good cause for access. The notice shall contain on its face the following information:

(1) The name and telephone number of the county bar association.

(2) The name and telephone number of any entity that requests inclusion on the notice and demonstrates to the satisfaction of the court that it has been certified by the State Bar of California as a lawyer referral service and maintains a panel of attorneys qualified in the practice of landlord-tenant law pursuant to the minimum standards for a lawyer referral service established by the State Bar of California and Section 6155 of the Business and Professions Code.

(3) The following statement:

"The State Bar of California certifies lawyer referral services in California and publishes a list of certified lawyer referral services organized by county. To locate a lawyer referral service in your county, go to the State Bar's internet website at www.calbar.ca.gov or call 1-866-442-2529."

(4) The name and telephone number of an office or offices funded by the federal Legal Services Corporation or qualified legal services projects that receive funds distributed pursuant to Section 6216 of the Business and Professions Code that provide legal services to low-income persons in the county in which the action is filed. The notice shall state that these telephone numbers may be called for legal advice regarding the case. The notice shall be issued between 24 and 48 hours of the filing of the complaint, excluding weekends and holidays. One copy of the notice shall be addressed to "all occupants" and mailed separately to the subject premises. The notice shall not constitute service of the summons and complaint.

(d) Notwithstanding any other law, the court shall charge an additional fee of fifteen dollars ($15) for filing a first appearance by the plaintiff. This fee shall be added to the uniform filing fee for actions filed under this chapter.

(e) This section does not apply to a case that seeks to terminate a mobilehome park tenancy if the statement of the character of the proceeding in the caption of the complaint clearly indicates that the complaint seeks termination of a mobilehome park tenancy.

(f) This section does not alter any provision of the Evidence Code.

(g) This section shall remain in effect until February 1, 2021, and as of that date is repealed.

SEC. 18. Section 1161.2 is added to the Code of Civil Procedure, to read:

1161.2. (a) (1) The clerk shall allow access to limited civil case records filed under this chapter, including the court file, index, and register of actions, only as follows:

(A) To a party to the action, including a party's attorney.

(B) To a person who provides the clerk with the names of at least one plaintiff and one defendant and the address of the premises, including the apartment or unit number, if any.

(C) To a resident of the premises who provides the clerk with the name of one of the parties or the case number and shows proof of residency.

(D) To a person by order of the court, which may be granted ex parte, on a showing of good cause.

(E) To any person by order of the court if judgment is entered for the plaintiff after trial more than 60 days since the filing of the complaint. The court shall issue the order upon issuing judgment for the plaintiff.

(F) Except as provided in subparagraph (G), to any other person 60 days after the complaint has been filed if the plaintiff prevails in the action within 60 days of the filing of the complaint, in which case the clerk shall allow access to any court records in the action. If a default or default judgment is set aside more than 60 days after the complaint has been filed, this section shall apply as if the complaint had been filed on the date the default or default judgment is set aside.

(G) In the case of a complaint involving residential property based on Section 1161a as indicated in the caption of the complaint, as required in subdivision (c) of Section 1166, to any other person, if 60 days have elapsed since the complaint was filed with the court, and, as of that date, judgment against all defendants has been entered for the plaintiff, after a trial.

(2) This section shall not be construed to prohibit the court from issuing an order that bars access to the court record in an action filed under this chapter if the parties to the action so stipulate.

(b) (1) For purposes of this section, "good cause" includes, but is not limited to, both of the following:

(A) The gathering of newsworthy facts by a person described in Section 1070 of the Evidence Code.

(B) The gathering of evidence by a party to an unlawful detainer action solely for the purpose of making a request for judicial notice pursuant to subdivision (d) of Section 452 of the Evidence Code.

(2) It is the intent of the Legislature that a simple procedure be established to request the ex parte order described in subparagraph (D) of paragraph (1) of subdivision (a).

(c) Upon the filing of a case so restricted, the court clerk shall mail notice to each defendant named in the action. The notice shall be mailed to the address provided in the complaint. The notice shall contain a statement that an unlawful detainer complaint (eviction action) has been filed naming that party as a defendant, and that access to the court file will be delayed for 60 days except to a party, an attorney for one of the parties, or any other person who (1) provides to the clerk the names of at least one plaintiff and one defendant in the action and provides to the clerk the address, including any

applicable apartment, unit, or space number, of the subject premises, or (2) provides to the clerk the name of one of the parties in the action or the case number and can establish through proper identification that the person lives at the subject premises. The notice shall also contain a statement that access to the court index, register of actions, or other records is not permitted until 60 days after the complaint is filed, except pursuant to an order upon a showing of good cause for access. The notice shall contain on its face the following information:

(1) The name and telephone number of the county bar association.

(2) The name and telephone number of any entity that requests inclusion on the notice and demonstrates to the satisfaction of the court that it has been certified by the State Bar of California as a lawyer referral service and maintains a panel of attorneys qualified in the practice of landlord-tenant law pursuant to the minimum standards for a lawyer referral service established by the State Bar of California and Section 6155 of the Business and Professions Code.

(3) The following statement:

"The State Bar of California certifies lawyer referral services in California and publishes a list of certified lawyer referral services organized by county. To locate a lawyer referral service in your county, go to the State Bar's internet website at www.calbar.ca.gov or call 1-866-442-2529."

(4) The name and telephone number of an office or offices funded by the federal Legal Services Corporation or qualified legal services projects that receive funds distributed pursuant to Section 6216 of the Business and Professions Code that provide legal services to low-income persons in the county in which the action is filed. The notice shall state that these telephone numbers may be called for legal advice regarding the case. The notice shall be issued between 24 and 48 hours of the filing of the complaint, excluding weekends and holidays. One copy of the notice shall be addressed to "all occupants" and mailed separately to the subject premises. The notice shall not constitute service of the summons and complaint.

(d) Notwithstanding any other law, the court shall charge an additional fee of fifteen dollars ($15) for filing a first appearance by the plaintiff. This fee shall be added to the uniform filing fee for actions filed under this chapter.

(e) This section does not apply to a case that seeks to terminate a mobilehome park tenancy if the statement of the character of the proceeding in the caption of the complaint clearly indicates that the complaint seeks termination of a mobilehome park tenancy.

(f) This section does not alter any provision of the Evidence Code.

(g) This section shall become operative on February 1, 2021.

SEC. 19. Section 1161.2.5 is added to the Code of Civil Procedure, to read:

1161.2.5. (a) (1) Except as provided in Section 1161.2, the clerk shall allow access to civil case records for actions seeking recovery of COVID-19 rental debt, as defined in Section 1179.02, including the court file, index, and register of actions, only as follows:

(A) To a party to the action, including a party's attorney.
(B) To a person who provides the clerk with the names of at least one plaintiff and one defendant.
(C) To a resident of the premises for which the COVID-19 rental debt is owed who provides the clerk with the name of one of the parties or the case number and shows proof of residency.
(D) To a person by order of the court, which may be granted ex parte, on a showing of good cause.
(2) To give the court notice that access to the records in an action is limited, any complaint or responsive pleading in a case subject to this section shall include on either the first page of the pleading or a cover page, the phrase "ACTION FOR RECOVERY OF COVID-19 RENTAL DEBT AS DEFINED UNDER SECTION 1179.02" in bold, capital letters, in 12 point or larger font.
(b) (1) For purposes of this section, "good cause" includes, but is not limited to, both of the following:
(A) The gathering of newsworthy facts by a person described in Section 1070 of the Evidence Code.
(B) The gathering of evidence by a party to a civil action solely for the purpose of making a request for judicial notice pursuant to subdivision (d) of Section 452 of the Evidence Code.
(2) It is the intent of the Legislature that a simple procedure be established to request the ex parte order described in subparagraph (D) of paragraph (1) of subdivision (a).
(c) This section does not alter any provision of the Evidence Code.
(d) This section shall remain in effect until February 1, 2021, and as of that date is repealed.
SEC. 20. Chapter 5 (commencing with Section 1179.01) is added to Title 3 of Part 3 of the Code of Civil Procedure, to read:

Chapter 5. COVID-19 Tenant Relief Act of 2020

1179.01. This chapter is known, and may be cited, as the COVID-19 Tenant Relief Act of 2020.
1179.01.5. (a) It is the intent of the Legislature that the Judicial Council and the courts have adequate time to prepare to implement the new procedures resulting from this chapter, including educating and training judicial officers and staff.
(b) Notwithstanding any other law, before October 5, 2020, a court shall not do any of the following:
(1) Issue a summons on a complaint for unlawful detainer in any action that seeks possession of residential real property and that is based, in whole or in part, on nonpayment of rent or other charges.
(2) Enter a default or a default judgment for restitution in an unlawful detainer action that seeks possession of residential real property and that is based, in whole or in part, on nonpayment of rent or other charges.

(c) (1) A plaintiff in an unlawful detainer action shall file a cover sheet in the form specified in paragraph (2) that indicates both of the following:

(A) Whether the action seeks possession of residential real property.

(B) If the action seeks possession of residential real property, whether the action is based, in whole or part, on an alleged default in payment of rent or other charges.

(2) The cover sheet specified in paragraph (1) shall be in the following form:

"UNLAWFUL DETAINER SUPPLEMENTAL COVER SHEET

1. This action seeks possession of real property that is:

a. [ ] Residential

b. [ ] Commercial

2. (Complete only if paragraph 1(a) is checked) This action is based, in whole or in part, on an alleged default in payment of rent or other charges.

a. [ ] Yes

b. [ ] No

Date:__________________

_ _

____

Type Or Print Name Signature Of Party Or Attorney For Party"

(3) The cover sheet required by this subdivision shall be in addition to any civil case cover sheet or other form required by law, the California Rules of Court, or a local court rule.

(4) The Judicial Council may develop a form for mandatory use that includes the information in paragraph (2).

(d) This section does not prevent a court from issuing a summons or entering default in an unlawful detainer action that seeks possession of residential real property and that is not based, in whole or in part, on nonpayment of rent or other charges.

1179.02. For purposes of this chapter:

(a) "Covered time period" means the time period between March 1, 2020, and January 31, 2021.

(b) "COVID-19-related financial distress" means any of the following:

(1) Loss of income caused by the COVID-19 pandemic.

(2) Increased out-of-pocket expenses directly related to performing essential work during the COVID-19 pandemic.

(3) Increased expenses directly related to the health impact of the COVID-19 pandemic.

(4) Childcare responsibilities or responsibilities to care for an elderly, disabled, or sick family member directly related to the COVID-19 pandemic that limit a tenant's ability to earn income.

(5) Increased costs for childcare or attending to an elderly, disabled, or sick family member directly related to the COVID-19 pandemic.

(6) Other circumstances related to the COVID-19 pandemic that have reduced a tenant's income or increased a tenant's expenses.

(c) “COVID-19 rental debt” means unpaid rent or any other unpaid financial obligation of a tenant under the tenancy that came due during the covered time period.

(d) “Declaration of COVID-19-related financial distress” means the following written statement:

I am currently unable to pay my rent or other financial obligations under the lease in full because of one or more of the following:

1. Loss of income caused by the COVID-19 pandemic.

2. Increased out-of-pocket expenses directly related to performing essential work during the COVID-19 pandemic.

3. Increased expenses directly related to health impacts of the COVID-19 pandemic.

4. Childcare responsibilities or responsibilities to care for an elderly, disabled, or sick family member directly related to the COVID-19 pandemic that limit my ability to earn income.

5. Increased costs for childcare or attending to an elderly, disabled, or sick family member directly related to the COVID-19 pandemic.

6. Other circumstances related to the COVID-19 pandemic that have reduced my income or increased my expenses.

Any public assistance, including unemployment insurance, pandemic unemployment assistance, state disability insurance (SDI), or paid family leave, that I have received since the start of the COVID-19 pandemic does not fully make up for my loss of income and/or increased expenses.

Signed under penalty of perjury:

Dated:

(e) “Landlord” includes all of the following or the agent of any of the following:

(1) An owner of residential real property.

(2) An owner of a residential rental unit.

(3) An owner of a mobilehome park.

(4) An owner of a mobilehome park space or lot.

(f) “Protected time period” means the time period between March 1, 2020, and August 31, 2020.

(g) “Rental payment” means rent or any other financial obligation of a tenant under the tenancy.

(h) “Tenant” means any natural person who hires real property except any of the following:

(1) Tenants of commercial property, as defined in subdivision (c) of Section 1162 of the Civil Code.

(2) Those persons whose occupancy is described in subdivision (b) of Section 1940 of the Civil Code.

(i) “Transition time period” means the time period between September 1, 2020, and January 31, 2021.

1179.02.5. (a) For purposes of this section:

(1) (A) “High-income tenant” means a tenant with an annual household income of 130 percent of the median income, as published by the Department of Housing and Community Development in the Official State Income

Limits for 2020, for the county in which the residential rental property is located.

(B) For purposes of this paragraph, all lawful occupants of the residential rental unit, including minor children, shall be considered in determining household size.

(C) "High-income tenant" shall not include a tenant with a household income of less than one hundred thousand dollars ($100,000).

(2) "Proof of income" means any of the following:

(A) A tax return.

(B) A W-2.

(C) A written statement from a tenant's employer that specifies the tenant's income.

(D) Pay stubs.

(E) Documentation showing regular distributions from a trust, annuity, 401k, pension, or other financial instrument.

(F) Documentation of court-ordered payments, including, but not limited to, spousal support or child support.

(G) Documentation from a government agency showing receipt of public assistance benefits, including, but not limited to, social security, unemployment insurance, disability insurance, or paid family leave.

(H) A written statement signed by the tenant that states the tenant's income, including, but not limited to, a rental application.

(b) (1) This section shall apply only if the landlord has proof of income in the landlord's possession before the service of the notice showing that the tenant is a high-income tenant.

(2) This section does not do any of the following:

(A) Authorize a landlord to demand proof of income from the tenant.

(B) Require the tenant to provide proof of income for the purposes of determining whether the tenant is a high-income tenant.

(C) (i) Entitle a landlord to obtain, or authorize a landlord to attempt to obtain, confidential financial records from a tenant's employer, a government agency, financial institution, or any other source.

(ii) Confidential information described in clause (i) shall not constitute valid proof of income unless it was lawfully obtained by the landlord with the tenant's consent during the tenant screening process.

(3) Paragraph (2) does not alter a party's rights under Title 4 (commencing with Section 2016.010), Chapter 4 (commencing with Section 708.010) of Title 9, or any other law.

(c) A landlord may require a high-income tenant that is served a notice pursuant to subdivision (b) or (c) of Section 1179.03 to submit, in addition to and together with a declaration of COVID-19-related financial distress, documentation supporting the claim that the tenant has suffered COVID-19-related financial distress. Any form of objectively verifiable documentation that demonstrates the COVID-19-related financial distress the tenant has experienced is sufficient to satisfy the requirements of this subdivision, including the proof of income, as defined in subparagraphs (A)

to (G), inclusive, of paragraph (2) of subdivision (a), a letter from an employer, or an unemployment insurance record.

(d) A high-income tenant is required to comply with the requirements of subdivision (c) only if the landlord has included the following language on the notice served pursuant to subdivision (b) or (c) of Section 1179.03 in at least 12-point font:

"Proof of income on file with your landlord indicates that your household makes at least 130 percent of the median income for the county where the rental property is located, as published by the Department of Housing and Community Development in the Official State Income Limits for 2020. As a result, if you claim that you are unable to pay the amount demanded by this notice because you have suffered COVID-19-related financial distress, you are required to submit to your landlord documentation supporting your claim together with the completed declaration of COVID-19-related financial distress provided with this notice. If you fail to submit this documentation together with your declaration of COVID-19-related financial distress, and you do not either pay the amount demanded in this notice or deliver possession of the premises back to your landlord as required by this notice, you will not be covered by the eviction protections enacted by the California Legislature as a result of the COVID-19 pandemic, and your landlord can begin eviction proceedings against you as soon as this 15-day notice expires."

(e) A high-income tenant that fails to comply with subdivision (c) shall not be subject to the protections of subdivision (g) of Section 1179.03.

(f) (1) A landlord shall be required to plead compliance with this section in any unlawful detainer action based upon a notice that alleges that the tenant is a high-income tenant. If that allegation is contested, the landlord shall be required to submit to the court the proof of income upon which the landlord relied at the trial or other hearing, and the tenant shall be entitled to submit rebuttal evidence.

(2) If the court in an unlawful detainer action based upon a notice that alleges that the tenant is a high-income tenant determines that at the time the notice was served the landlord did not have proof of income establishing that the tenant is a high-income tenant, the court shall award attorney's fees to the prevailing tenant.

1179.03. (a) (1) Any notice that demands payment of COVID-19 rental debt served pursuant to subdivision (e) of Section 798.56 of the Civil Code or paragraph (2) or (3) of Section 1161 shall be modified as required by this section. A notice which does not meet the requirements of this section, regardless of when the notice was issued, shall not be sufficient to establish a cause of action for unlawful detainer or a basis for default judgment.

(2) Any case based solely on a notice that demands payment of COVID-19 rental debt served pursuant to subdivision (e) of Section 798.56 of the Civil Code or paragraph (2) or (3) of Section 1161 may be dismissed if the notice does not meet the requirements of this section, regardless of when the notice was issued.

(3) Notwithstanding paragraphs (1) and (2), this section shall have no effect if the landlord lawfully regained possession of the property or obtained

a judgment for possession of the property before the operative date of this section.

(b) If the notice demands payment of rent that came due during the protected time period, as defined in Section 1179.02, the notice shall comply with all of the following:

(1) The time period in which the tenant may pay the amount due or deliver possession of the property shall be no shorter than 15 days, excluding Saturdays, Sundays, and other judicial holidays.

(2) The notice shall set forth the amount of rent demanded and the date each amount became due.

(3) The notice shall advise the tenant that the tenant cannot be evicted for failure to comply with the notice if the tenant delivers a signed declaration of COVID-19-related financial distress to the landlord on or before the date that the notice to pay rent or quit or notice to perform covenants or quit expires, by any of the methods specified in subdivision (f).

(4) The notice shall include the following text in at least 12-point font:

"NOTICE FROM THE STATE OF CALIFORNIA: If you are unable to pay the amount demanded in this notice, and have decreased income or increased expenses due to COVID-19, your landlord will not be able to evict you for this missed payment if you sign and deliver the declaration form included with your notice to your landlord within 15 days, excluding Saturdays, Sundays, and other judicial holidays, but you will still owe this money to your landlord. If you do not sign and deliver the declaration within this time period, you may lose the eviction protections available to you. You must return this form to be protected. You should keep a copy or picture of the signed form for your records.

You will still owe this money to your landlord and can be sued for the money, but you cannot be evicted from your home if you comply with these requirements. You should keep careful track of what you have paid and any amount you still owe to protect your rights and avoid future disputes. Failure to respond to this notice may result in an unlawful detainer action (eviction) being filed against you.

For information about legal resources that may be available to you, visit lawhelpca.org."

(c) If the notice demands payment of rent that came due during the transition time period, as defined in Section 1179.02, the notice shall comply with all of the following:

(1) The time period in which the tenant may pay the amount due or deliver possession of the property shall be no shorter than 15 days, excluding Saturdays, Sundays, and other judicial holidays.

(2) The notice shall set forth the amount of rent demanded and the date each amount became due.

(3) The notice shall advise the tenant that the tenant will not be evicted for failure to comply with the notice, except as allowed by this chapter, if the tenant delivers a signed declaration of COVID-19-related financial distress to the landlord on or before the date the notice to pay rent or quit

or notice to perform covenants or quit expires, by any of the methods specified in subdivision (f).

(4) The notice shall include the following text in at least 12-point font:

"NOTICE FROM THE STATE OF CALIFORNIA: If you are unable to pay the amount demanded in this notice, and have decreased income or increased expenses due to COVID-19, you may sign and deliver the declaration form included with your notice to your landlord within 15 days, excluding Saturdays, Sundays, and other judicial holidays, and your landlord will not be able to evict you for this missed payment so long as you make the minimum payment (see below). You will still owe this money to your landlord. You should keep a copy or picture of the signed form for your records.

If you provide the declaration form to your landlord as described above AND, on or before January 31, 2021, you pay an amount that equals at least 25 percent of each rental payment that came due or will come due during the period between September 1, 2020, and January 31, 2021, that you were unable to pay as a result of decreased income or increased expenses due to COVID-19, your landlord cannot evict you. Your landlord may require you to submit a new declaration form for each rental payment that you do not pay that comes due between September 1, 2020, and January 31, 2021.

For example, if you provided a declaration form to your landlord regarding your decreased income or increased expenses due to COVID-19 that prevented you from making your rental payment in September and October of 2020, your landlord could not evict you if, on or before January 31, 2021, you made a payment equal to 25 percent of September's and October's rental payment (i.e., half a month's rent). If you were unable to pay any of the rental payments that came due between September 1, 2020, and January 31, 2021, and you provided your landlord with the declarations in response to each 15-day notice your landlord sent to you during that time period, your landlord could not evict you if, on or before January 31, 2021, you paid your landlord an amount equal to 25 percent of all the rental payments due from September through January (i.e., one and a quarter month's rent).

You will still owe the full amount of the rent to your landlord, but you cannot be evicted from your home if you comply with these requirements. You should keep careful track of what you have paid and any amount you still owe to protect your rights and avoid future disputes. Failure to respond to this notice may result in an unlawful detainer action (eviction) being filed against you.

For information about legal resources that may be available to you, visit lawhelpca.org."

(d) An unsigned copy of a declaration of COVID-19-related financial distress shall accompany each notice delivered to a tenant to which subdivision (b) or (c) is applicable. If the landlord was required, pursuant to Section 1632 of the Civil Code, to provide a translation of the rental contract or agreement in the language in which the contract or agreement was negotiated, the landlord shall also provide the unsigned copy of a declaration of COVID-19-related financial distress to the tenant in the

language in which the contract or agreement was negotiated. The Department of Real Estate shall make available an official translation of the text required by paragraph (4) of subdivision (b) and paragraph (4) of subdivision (c) in the languages specified in Section 1632 of the Civil Code by no later than September 15, 2020.

(e) If a tenant owes a COVID-19 rental debt to which both subdivisions (b) and (c) apply, the landlord shall serve two separate notices that comply with subdivisions (b) and (c), respectively.

(f) A tenant may deliver the declaration of COVID-19-related financial distress to the landlord by any of the following methods:

(1) In person, if the landlord indicates in the notice an address at which the declaration may be delivered in person.

(2) By electronic transmission, if the landlord indicates an email address in the notice to which the declaration may be delivered.

(3) Through United States mail to the address indicated by the landlord in the notice. If the landlord does not provide an address pursuant to subparagraph (1), then it shall be conclusively presumed that upon the mailing of the declaration by the tenant to the address provided by the landlord, the declaration is deemed received by the landlord on the date posted, if the tenant can show proof of mailing to the address provided by the landlord.

(4) Through any of the same methods that the tenant can use to deliver the payment pursuant to the notice if delivery of the declaration by that method is possible.

(g) Except as provided in Section 1179.02.5, the following shall apply to a tenant who, within 15 days of service of the notice specified in subdivision (b) or (c), excluding Saturdays, Sundays, and other judicial holidays, demanding payment of COVID-19 rental debt delivers a declaration of COVID-19-related financial distress to the landlord by any of the methods provided in subdivision (f):

(1) With respect to a notice served pursuant to subdivision (b), the tenant shall not then or thereafter be deemed to be in default with regard to that COVID-19 rental debt for purposes of subdivision (e) of Section 798.56 of the Civil Code or paragraphs (2) and (3) of Section 1161.

(2) With respect to a notice served pursuant to subdivision (c), the following shall apply:

(A) Except as provided by subparagraph (B), the landlord may not initiate an unlawful detainer action before February 1, 2021.

(B) A tenant shall not be guilty of unlawful detainer, now or in the future, based upon nonpayment of COVID-19 rental debt that came due during the transition period if, on or before January 31, 2021, the tenant tenders one or more payments that, when taken together, are of an amount equal to or not less than 25 percent of each transition period rental payment demanded in one or more notices served pursuant to subsection (c) and for which the tenant complied with this subdivision by timely delivering a declaration of COVID-19-related financial distress to the landlord.

(h) (1) (A) Within the time prescribed in Section 1167, a tenant shall be permitted to file a signed declaration of COVID-19-related financial distress with the court.

(B) If the tenant files a signed declaration of COVID-19-related financial distress with the court pursuant to this subdivision, the court shall dismiss the case, pursuant to paragraph (2), if the court finds, after a noticed hearing on the matter, that the tenant's failure to return a declaration of COVID-19-related financial distress within the time required by subdivision (g) was the result of mistake, inadvertence, surprise, or excusable neglect, as those terms have been interpreted under subdivision (b) of Section 473.

(C) The noticed hearing required by this paragraph shall be held with not less than five days' notice and not more than 10 days' notice, to be given by the court, and may be held separately or in conjunction with any regularly noticed hearing in the case, other than a trial.

(2) If the court dismisses the case pursuant to paragraph (1), that dismissal shall be without prejudice as follows:

(A) If the case was based in whole or in part upon a notice served pursuant to subdivision (b), the court shall dismiss any cause of action based on the notice served pursuant to subdivision (b).

(B) Before February 1, 2021, if the case is based in whole or in part on a notice served pursuant to subdivision (c), the court shall dismiss any cause of action based on the notice served pursuant to subdivision (c).

(C) On or after February 1, 2021, if the case is based in whole or in part on a notice served pursuant to subdivision (c), the court shall dismiss any cause of action based upon the notice served pursuant to subdivision (c) if the tenant, within five days of the court's order to do so, makes the payment required by subparagraph (B) of paragraph (1) of subdivision (g), provided that if the fifth day falls on a Saturday, Sunday, or judicial holiday the last day to pay shall be extended to the next court day.

(3) If the court dismisses the case pursuant to this subdivision, the tenant shall not be considered the prevailing party for purposes of Section 1032, any attorney's fee provision appearing in contract or statute, or any other law.

(i) Notwithstanding any other law, a notice which is served pursuant to subdivision (b) or (c) that complies with the requirements of this chapter and subdivision (e) of Section 798.56 of the Civil Code or paragraphs (2) and (3) of Section 1161, as applicable, need not include specific language required by any ordinance, resolution, regulation, or administrative action adopted by a city, county, or city and county.

1179.03.5. (a) Before February 1, 2021, a court may not find a tenant guilty of an unlawful detainer unless it finds that one of the following applies:

(1) The tenant was guilty of the unlawful detainer before March 1, 2020.

(2) In response to service of a notice demanding payment of COVID-19 rental debt pursuant to subdivision (e) of Section 798.56 of the Civil Code or paragraph (2) or (3) of Section 1161, the tenant failed to comply with the requirements of Section 1179.03.

(3) (A) The unlawful detainer arises because of a termination of tenancy for any of the following:

(i) An at-fault just cause, as defined in paragraph (1) of subdivision (b) of Section 1946.2 of the Civil Code.

(ii) (I) A no-fault just cause, as defined in paragraph (2) of subdivision (b) of Section 1946.2 of the Civil Code, other than intent to demolish or to substantially remodel the residential real property, as defined in subparagraph (D) of paragraph (2) of subdivision (b) of Section 1946.2.

(II) Notwithstanding subclause (I), termination of a tenancy based on intent to demolish or to substantially remodel the residential real property shall be permitted if necessary to maintain compliance with the requirements of Section 1941.1 of the Civil Code, Section 17920.3 or 17920.10 of the Health and Safety Code, or any other applicable law governing the habitability of residential rental units.

(iii) The owner of the property has entered into a contract for the sale of that property with a buyer who intends to occupy the property, and all the requirements of paragraph (8) of subdivision (e) of Section 1946.2 of the Civil Code have been satisfied.

(B) In an action under this paragraph, other than an action to which paragraph (2) also applies, the landlord shall be precluded from recovering COVID-19 rental debt in connection with any award of damages.

(b) (1) This section does not require a landlord to assist the tenant to relocate through the payment of relocation costs if the landlord would not otherwise be required to do so pursuant to Section 1946.2 of the Civil Code or any other law.

(2) A landlord who is required to assist the tenant to relocate pursuant to Section 1946.2 of the Civil Code or any other law, may offset the tenant's COVID-19 rental debt against their obligation to assist the tenant to relocate.

1179.04. (a) On or before September 30, 2020, a landlord shall provide, in at least 12-point font, the following notice to tenants who, as of September 1, 2020, have not paid one or more rental payments that came due during the protected time period:

"NOTICE FROM THE STATE OF CALIFORNIA: The California Legislature has enacted the COVID-19 Tenant Relief Act of 2020 which protects renters who have experienced COVID-19-related financial distress from being evicted for failing to make rental payments due between March 1, 2020, and January 31, 2021.

"COVID-19-related financial distress" means any of the following:

1. Loss of income caused by the COVID-19 pandemic.

2. Increased out-of-pocket expenses directly related to performing essential work during the COVID-19 pandemic.

3. Increased expenses directly related to the health impact of the COVID-19 pandemic.

4. Childcare responsibilities or responsibilities to care for an elderly, disabled, or sick family member directly related to the COVID-19 pandemic that limit your ability to earn income.

5. Increased costs for childcare or attending to an elderly, disabled, or sick family member directly related to the COVID-19 pandemic.

6. Other circumstances related to the COVID-19 pandemic that have reduced your income or increased your expenses.

This law gives you the following protections:

1. If you failed to make rental payments due between March 1, 2020, and August 31, 2020, because you had decreased income or increased expenses due to the COVID-19 pandemic, as described above, you cannot be evicted based on this nonpayment.

2. If you are unable to pay rental payments that come due between September 1, 2020, and January 31, 2021, because of decreased income or increased expenses due to the COVID-19 pandemic, as described above, you cannot be evicted if you pay 25 percent of the rental payments missed during that time period on or before January 31, 2021.

You must provide, to your landlord, a declaration under penalty of perjury of your COVID-19-related financial distress attesting to the decreased income or increased expenses due to the COVID-19 pandemic to be protected by the eviction limitations described above. Before your landlord can seek to evict you for failing to make a payment that came due between March 1, 2020, and January 31, 2021, your landlord will be required to give you a 15-day notice that informs you of the amounts owed and includes a blank declaration form you can use to comply with this requirement.

If your landlord has proof of income on file which indicates that your household makes at least 130 percent of the median income for the county where the rental property is located, as published by the Department of Housing and Community Development in the Official State Income Limits for 2020, your landlord may also require you to provide documentation which shows that you have experienced a decrease in income or increase in expenses due to the COVID-19 pandemic. Your landlord must tell you in the 15-day notice whether your landlord is requiring that documentation. Any form of objectively verifiable documentation that demonstrates the financial impact you have experienced is sufficient, including a letter from your employer, an unemployment insurance record, or medical bills, and may be provided to satisfy the documentation requirement.

It is very important you do not ignore a 15-day notice to pay rent or quit or a notice to perform covenants or quit from your landlord. If you are served with a 15-day notice and do not provide the declaration form to your landlord before the 15-day notice expires, you could be evicted. You could also be evicted beginning February 1, 2021, if you owe rental payments due between September 1, 2020, and January 31, 2021, and you do not pay an amount equal to at least 25 percent of the payments missed for that time period.

For information about legal resources that may be available to you, visit lawhelpca.org."

(b) The landlord may provide the notice required by subdivision (a) in the manner prescribed by Section 1162 or by mail.

(c) (1) A landlord may not serve a notice pursuant to subdivision (b) or (c) of Section 1179.03 before the landlord has provided the notice required by subdivision (a).

(2) The notice required by subdivision (a) may be provided to a tenant concurrently with a notice pursuant to subdivision (b) or (c) of Section 1179.03 that is served on or before September 30, 2020.

1179.05. (a) Any ordinance, resolution, regulation, or administrative action adopted by a city, county, or city and county in response to the COVID-19 pandemic to protect tenants from eviction is subject to all of the following:

(1) Any extension, expansion, renewal, reenactment, or new adoption of a measure, however delineated, that occurs between August 19, 2020, and January 31, 2021, shall have no effect before February 1, 2021.

(2) Any provision which allows a tenant a specified period of time in which to repay COVID-19 rental debt shall be subject to all of the following:

(A) If the provision in effect on August 19, 2020, required the repayment period to commence on a specific date on or before March 1, 2021, any extension of that date made after August 19, 2020, shall have no effect.

(B) If the provision in effect on August 19, 2020, required the repayment period to commence on a specific date after March 1, 2021, or conditioned commencement of the repayment period on the termination of a proclamation of state of emergency or local emergency, the repayment period is deemed to begin on March 1, 2021.

(C) The specified period of time during which a tenant is permitted to repay COVID-19 rental debt may not extend beyond the period that was in effect on August 19, 2020. In addition, a provision may not permit a tenant a period of time that extends beyond March 31, 2022, to repay COVID-19 rental debt.

(b) This section does not alter a city, county, or city and county's authority to extend, expand, renew, reenact, or newly adopt an ordinance that requires just cause for termination of a residential tenancy or amend existing ordinances that require just cause for termination of a residential tenancy, consistent with subdivision (g) of Section 1946.2, provided that a provision enacted or amended after August 19, 2020, shall not apply to rental payments that came due between March 1, 2020, and January 31, 2021.

(c) The one-year limitation provided in subdivision (2) of Section 1161 is tolled during any time period that a landlord is or was prohibited by any ordinance, resolution, regulation, or administrative action adopted by a city, county, or city and county in response to the COVID-19 pandemic to protect tenants from eviction based on nonpayment of rental payments from serving a notice that demands payment of COVID-19 rental debt pursuant to subdivision (e) of Section 798.56 of the Civil Code or paragraph (2) of Section 1161.

(d) It is the intent of the Legislature that this section be applied retroactively to August 19, 2020.

(e) The Legislature finds and declares that this section addresses a matter of statewide concern rather than a municipal affair as that term is used in

Section 5 of Article XI of the California Constitution. Therefore, this section applies to all cities, including charter cities.

(f) It is the intent of the Legislature that the purpose of this section is to protect individuals negatively impacted by the COVID-19 pandemic, and that this section does not provide the Legislature's understanding of the legal validity on any specific ordinance, resolution, regulation, or administrative action adopted by a city, county, or city and county in response to the COVID-19 pandemic to protect tenants from eviction.

1179.06. Any provision of a stipulation, settlement agreement, or other agreement entered into on or after the effective date of this chapter, including a lease agreement, that purports to waive the provisions of this chapter is prohibited and is void as contrary to public policy.

1179.07. This chapter shall remain in effect until February 1, 2025, and as of that date is repealed.

SEC. 21. (a) The Business, Consumer Services and Housing Agency shall, in consultation with the Department of Finance, engage with residential tenants, landlords, property owners, deed restricted affordable housing providers, and financial sector stakeholders about strategies and approaches to direct potential future federal stimulus funding to most effectively and efficiently provide relief to distressed tenants, landlords, and property owners, including exploring strategies to create access to liquidity in partnership with financial institutions or other financial assistance. Subject to availability of funds and other budget considerations, and only upon appropriation by the Legislature, these strategies should inform implementation of the funds. In creating these strategies, special focus shall be given to low-income tenants, small property owners, and affordable housing providers who have suffered direct financial hardship as a result of the COVID-19 pandemic.

(b) For the purposes of this section, "future federal stimulus funding" does not include funding identified in the 2020 Budget Act.

SEC. 22. The provisions of this act are severable. If any provision of this act or its application is held invalid, that invalidity shall not affect other provisions or applications that can be given effect without the invalid provision or application.

SEC. 23. No reimbursement is required by this act pursuant to Section 6 of Article XIII B of the California Constitution because the only costs that may be incurred by a local agency or school district will be incurred because this act creates a new crime or infraction, eliminates a crime or infraction, or changes the penalty for a crime or infraction, within the meaning of Section 17556 of the Government Code, or changes the definition of a crime within the meaning of Section 6 of Article XIII B of the California Constitution.

SEC. 24. This act is an urgency statute necessary for the immediate preservation of the public peace, health, or safety within the meaning of Article IV of the California Constitution and shall go into immediate effect. The facts constituting the necessity are:

To avert economic and social harm by providing a structure for temporary relief to financially distressed tenants, homeowners, and small landlords during the public health emergency, and to ensure that landlords and tenants are able to calculate the maximum allowable rental rate increase within a 12-month period at the earliest possible time, it is necessary that this act take effect immediately.

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City of South Pasadena

Additional Document

Date: December 16, 2020

To: Honorable Mayor and Council Members

From: Sean Joyce, Interim City Manager
Michael Casalou, Human Resources Manager

Re: Item No. 12- Approval of a CalPERS Resolution Correcting the Employer Contribution under the Public Employees' Medical and Hospital Care Act at an Equal Amount for Employees and Annuitants; and Approval of Resolution Establishing Unrepresented Management Benefits

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Item #1

Clarification. A May 20, 2020 staff report/resolution is referenced in this staff report and can be found:

Online under resolutions:
https://opengov.southpasadenaca.gov/WebLink/0/doc/100182/Page1.aspx

The staff report and resolution was approved by Council on 5/20/2020, see agenda item #19:
https://www.southpasadenaca.gov/home/showpublisheddocument?id=20936

Item #2

The Management Fringe Benefit Resolution proposed for adoption on December 16 references two resolutions that were not referenced in the staff report (Resolutions No. 7612 & 7626). The City Attorney prepared this resolution for adoption on December 16 and specified in the resolution that it would supersede the prior two Management Fringe Benefit Resolutions (7612 & 7626) and correct the mistake. To make this clearer, the staff report has been revised by adding the following language in the Discussion/Analysis section:

Resolution No. 7626 was approved on July 17, 2019, establishing Unrepresented Management Benefits. One item approved in this resolution was for active employees to receive a $200 per month increase to the "employee only" health contribution, bringing the total from $715 per month to $915 per month. Unfortunately, an error was made in the resolution giving the increase to retirees as well. ~~The resolution tonight is being proposed to correct that mistake~~. The resolution tonight will supersede the prior two Management Fringe Benefit resolutions (No. 7626 & No. 7612) and correct that mistake."

Item #3

The CalPERS resolution proposed for adoption on December 16 references Evelyn Zneimer as City Clerk. The CalPERS resolution was prepared by CalPERS over a month ago, prior to the City Clerk resigning her position. Per the City Attorney, we have deleted that reference (revised resolution attached as an additional document).

Health Resolution Template Packet

Contract vs. Resolution

The CalPERS Health Program is governed by the Public Employees Medical and Hospital Care Act (PEMHCA), and the California Code of Regulations (CCR), of the California Public Employees Retirement Law (PERL). PEMHCA contains all the rules and regulations that a contracting agency must adhere to. We define PEMHCA as the actual *health contract,* and the *resolution* as the method by which an agency elects to become subject to PEMHCA.

Resolution Type (Enclosed)

Change Resolution	**Purpose**
Format: ❖ All, Equal ☐ All, Unequal ☐ By Group, Equal ☐ By Group, Unequal	An agency must file a *change resolution* to change the monthly employer health contribution. Contracting agencies may change their employer contribution anytime in the contracting year. A change resolution becomes effective on the first day of the second month in which the resolution is filed and received by CalPERS. It is the agency's responsibility to notify its active and retired employees of the change.

Instructions

- The enclosed resolution should be completed by filling in the editable fields with the information requested in the field tab. Contracting agencies may not add, edit, or remove language in the enclosed resolution, other than the editable fields. CalPERS may reject resolutions that are submitted with additional changes.
- The certification shown following the resolution is to be completed by those individuals authorized to sign for the contracting agency in legal actions and is to include the name of the governing body (i.e. Board of Directors, Board of Trustees, etc.), and the location and the date of signing.
- **This resolution serves as a legally binding document, and we require the original resolution, certified copy with original signatures, or a copy of the resolution with the agency's raised seal.** Please complete and include the enclosed cover sheet when mailing the resolution.

Questions or Additional Information

The Health Resolutions & Compliance Unit is responsible for authoring and maintaining this document. The unit can be contacted directly at HealthContracts@calpers.ca.gov.

Please staple on top of your health resolution(s) or cover letter.
This will ensure that the CalPERS mailroom expedites delivery to our office.
Mail packet to either:

Overnight Mail Service
California Public Employees' Retirement System
Health Resolutions & Compliance Services, HAMD
400 Q Street
Sacramento, CA 95811

Regular Mail
California Public Employees' Retirement System
Health Resolutions & Compliance Services, HAMD
PO BOX 942714
Sacramento, CA 94229-2714

HEALTH RESOLUTION

CalPERS ID #	**2139696011**
Agency Name	**City of South Pasadena**
Desired Effective Date	**February 1, 2021**

RESOLUTION NO. Number
FIXING THE EMPLOYER CONTRIBUTION
UNDER THE PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT
AT AN EQUAL AMOUNT FOR EMPLOYEES AND ANNUITANTS

WHEREAS, (1) City of South Pasadena is a contracting agency under Government Code Section 22920 and subject to the Public Employees' Medical and Hospital Care Act (the "Act"); and

WHEREAS, (2) Government Code Section 22892(a) provides that a contracting agency subject to Act shall fix the amount of the employer contribution by resolution; and

WHEREAS, (3) Government Code Section 22892(b) provides that the employer contribution shall be an equal amount for both employees and annuitants, but may not be less than the amount prescribed by Section 22892(b) of the Act; now, therefore be it

RESOLVED, (a) That the employer contribution for each employee or annuitant shall be the amount necessary to pay the full cost of his/her enrollment, including the enrollment of family members, in a health benefits plan up to a maximum of:

Medical Group	Monthly Employer Health Contribution
001 POA Unit	100% Single Party Basic/Medicare Rate, not to exceed $625.00
002 Fire Unit	100% Single Party Basic/Medicare Rate, not to exceed $625.00
003 PSEA Unit	PEMHCA Minimum
004 Unrepresented Management Unit	PEMHCA Minimum

plus administrative fees and Contingency Reserve Fund assessments; and be it further

RESOLVED, (b) City of South Pasadena has fully complied with any and all applicable provisions of Government Code Section 7507 in electing the benefits set forth above; and be it further

RESOLVED, (c) That the participation of the employees and annuitants of City of South Pasadena shall be subject to determination of its status as an "agency or instrumentality of the state or political subdivision of a State" that is eligible to participate in a governmental plan within the meaning of Section 414(d) of the Internal Revenue Code, upon publication of final Regulations pursuant to such Section. If it is determined that City of South Pasadena would not qualify as an

agency or instrumentality of the state or political subdivision of a State under such final Regulations, CalPERS may be obligated, and reserves the right to terminate the health coverage of all participants of the employer; and be it further

RESOLVED, (d) That the executive body appoint and direct, and it does hereby appoint and direct Human Resources Manager to file with the Board a verified copy of this resolution, and to perform on behalf of City of South Pasadena all functions required of it under the Act; and be it further

RESOLVED, (e) That coverage under the Act be effective on February 1, 2021.

Adopted at a regular meeting of the City Council of the City of South Pasadena at South Pasadena, this 16 day of December, 2020.

Signed: ________________________________
Diana Mahmud, Mayor

Attest: ________________________________
Maria Ayala, Chief City Clerk

City of South Pasadena

Additional Document

Date: December 16, 2020

To: Honorable Mayor and Council Members

From: Sean Joyce, Interim City Manager
Brian Solinsky, Interim Police Chief
Tony Abdalla, Detective Bureau Sergeant

Re: Item No. 13 – Adoption of a Resolution Approving a Memorandum of Agreement (MOA) Between the City of South Pasadena and the Los Angeles Police Department Internet Crimes Against Children (ICAC) Task Force

---

Staff is updating the Recommendation and Resolution to clarify the authority of the City Manager to approve the current and future MOA.

Staff Report:

Recommendation
It is recommended that the City Council:

1. Approve a resolution adopting an MOA between the City and the Los Angeles Police Department Internet Crimes Against Children (ICAC) Task Force
2. Delegate authority to the City Manager to approve and execute the MOA, and any further amendments to the MOA.

Resolution

SECTION 2: ~~The City Manager is authorized and directed to execute the MOA to effectuate the intent of this Resolution.~~ Delegate authority to the City Manager to approve and execute the MOA, and any further amendments to the MOA to effectuate the intent of this Resolution

RESOLUTION NO. ____

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF SOUTH PASADENA, CALIFORNIA,
AUTHORIZING THE CITY MANANGER TO SIGN A MEMORANADUM OF AGREEMENT JOINING THE LOS ANGELES POLICE DEPARTMENT INTERNET CRIMES AGAINST CHILDREN TASK FORCE FOR THE PURPOSE OF INVESTIGATIVE SUPPORT FOR THE SOUTH PASADENA POLICE DEPARTMENT**

WHEREAS, the City of South Pasadena recognizes the need for specialized investigative support and resources to better investigate internet crimes against children; and,

WHEREAS, the Los Angeles Police Department Internet Crimes Against Children (ICAC) Task Force, via Memorandum of Agreement (MOA), can provide enhanced investigative support and resources; and,

WHEREAS, there has been sufficient information received by the City to warrant joining the ICAC Task Force for enhanced investigative support and resources involving internet crimes against children; and,

WHEREAS, the LAPD ICAC has agreed to provide enhanced investigative support and resources pursuant to an MOA.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA HEREBY RESOLVE AS FOLLOWS:

SECTION 1: Pursuant to the City's authority under the Joint Exercise of Powers Act in California Government Code Section 6500 et. Seq., the Los Angeles Police Department Internet Crimes Against Children Task Force Memorandum of Agreement, attached hereto and incorporated herein, is approved thereby authorizing the City's membership in the Los Angeles Police Department Internet Crimes Against Children Task Force; and,

SECTION 2: ~~The City Manager is authorized and directed to execute the MOA to effectuate the intent of this Resolution.~~ Delegate authority to the City Manager to approve and execute the MOA, and any further amendments to the MOA to effectuate the intent of this Resolution

SECTION 3: This resolution is effective upon adoption; and,

SECTION 4: The Mayor is hereby authorized to affix her signature to this Resolution signifying its adoption and the City Clerk, or her duly appointed deputy, is directed to attest thereto.

PASSED, APPROVED AND ADOPTED ON this XX day of XX, 2020.

____
__________________, Mayor

ATTEST: **APPROVED AS TO FORM:**

______________________________ ______________________________________
_______, City Clerk Teresa L. Highsmith, City Attorney
(seal)

I HEREBY CERTIFY the foregoing resolution was duly adopted by the City Council of the City of South Pasadena, California, at a regular meeting held on the XX day of XXX, 2020, by the following vote:

AYES:

NOES: None

ABSENT: None

ABSTAINED: None

____
_______________, City Clerk
(seal)

City of South Pasadena

Additional Document

Date: December 16, 2020

To: Honorable Mayor and Council Members

From: Sean Joyce, Interim City Manager
Shahid Abbas, Public Works Director

Re: Item No. 16 – Adoption of a Resolution Authorizing Submittal of an Application to CalRecycle for the Tire Rubberized Grant Program (TRP)

Staff wants to correct a typo under the Recommendation section. The amount should read $250,000 instead of $200,000.

Staff Report:

Recommendation
It is recommended that the City Council:

1. Adopt a resolution authorizing the submittal of a grant application in the amount of $250,000 to participate in the State of California Department of Resources Recycling and Recovery's (CalRecycle) Tire Rubberized Grant Program (TRP); and
2. Authorize the City Manager to execute documents required to obtain the grant.

City of South Pasadena

Additional Document

Date: December 16, 2020

To: Honorable Mayor and Council Members

From: Sean Joyce, Interim City Manager
Joanna Hankamer, Planning and Community Development Director

Re: Item No. 18 - Continued Public Hearing for Discussion of Additional Tenant Protections; Adoption of Ordinance Extending the 45-day Moratorium on Evictions for Substantial Remodels without Building Permits for an Additional 10 Months and 15 Days

---

For clarity, staff has revised and split the first recommendation in the staff report into two recommendations.

The staff recommendations were originally stated as such:

1. Continue the Public Hearing (opened on November 18) and provide direction to staff on additional tenant protections; and
2. Adopt an Ordinance to extend the 45-day moratorium on evictions for substantial remodels without building permits for an additional 10 months and 15 days, or until City Council repeals or replaces the Ordinance.

The revised staff recommendations are:

1. Review preliminary results of outreach conducted thus far regarding tenant protections;
2. Continue the Public Hearing that was opened on November 18, 2020 to a future date after staff has conducted additional outreach sufficient to propose a revised ordinance for Council's consideration; and
3. Adopt an Ordinance to extend the 45-day moratorium on evictions for substantial remodels without building permits for an additional 10 months and 15 days, or until City Council repeals or replaces the Ordinance.

City of South Pasadena
Community Services

Memo

Date:	December 16, 2020
To:	The Honorable City Council
Via:	Sean Joyce, Interim City Manager
From:	Sheila Pautsch, Community Services Director *SP*
Re:	December 16, 2020 City Council Meeting Item No. 21 Additional Document – Approve a List of Capital Improvement Projects and Allocation from the Capital Improvement Fund of $77,000 for the San Pascual Stables

---

The following provides a correction regarding the correct amount of funds available in the Capital Improvement Fund (CIF) for the San Pascual Stables.

The staff reports stated there is an estimated amount of $77,000 within the CIF. After further review of the CIF, there is actually $92,230. This was an error by staff and not within the Finance Department.

Regular City Council Meeting
E-mail Public Comment 12/16/2020

AGENDA ITEM NO. 2
General Public Comment

1. Micah Haserjian

From: Micah Haserjian <[redacted]>
Sent: Sunday, December 13, 2020 8:36 PM
To: CCO <cco@southpasadenaca.gov>; Diana Mahmud <dmahmud@southpasadenaca.gov>; City Council Public Comment <ccpubliccomment@southpasadenaca.gov>; PlanningComments <PlanningComments@southpasadenaca.gov>
Cc: Sylvia Cruz <[redacted]>; Jorge Garcia <[redacted]>; Brenda ❤ Contreras <[redacted]>
Subject: Letter of Resolution from the LA32 Neighborhood Council Board Opposing the Approval of the Moffat Street Extension into Los Angeles 90032

CAUTION: This email originated from outside of the City of South Pasadena. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Re: Appeal to the City of South Pasadena Planning Commission's Decision to Approve Project No 2191-HDP/TRP

Dear South Pasadena Mayor Mahmud, City Council, and Planning Commission,

Please find attached a letter of resolution from the LA32 Neighborhood Council Board opposing the approval of Project No 2191-HDP/TRP, Moffat St Extension.

Please be advised that the LA32 Neighborhood Council has had the opportunity to list on the December 9, 2020 agenda this Moffat Street extension from South Pasadena into El Sereno, and that they have communicated their opposition to this project to the City of Los Angeles Council District 14 and the LA Planning Department with this attached letter.

Regards,
Micah

--
Micah Haserjian

Executive
Committee

SyMa Cruz
PRESIDENT

Johnny Gurski
VICE-PRESIDENT

Brian Mico
TREASURER

Cynthia Sandoval
CORRESPONDING
SECRETARY

David Chacon
RECORDING SECRETARY

CITY OF
LOS ANGELES

December 10, 2020

South Pasadena Mayor Diana Mahmud
South Pasadena City Council
South Pasadena Planning Commission
1414 Mission Street
South Pasadena, CA 91030

Re: Letter of Resolution from the LA32 Neighborhood Council Board Opposing the Approval of the Moffat Street Extension into Los Angeles 90032

Dear Mayor Joe, South Pasadena City Council and South Pasadena Planning Commission,

This document is prepared based on the action of the LA32 Neighborhood Council Board. At the Special General Board meeting of December 9, 2020, in which the Agenda was posted in compliance with the *Brown Act*, a motion Opposing the Moffat Street extension was addressed to the Board, with Stakeholders given an opportunity to speak on this issue, discussion and debate took place before a Board vote in favor of the motion, with a Board vote of Yea (13), Nay (0), Abstain (0), Ineligible (0), Absent (1) and Recusal (1) as duly stated and amended on the Agenda as follows:

Discussion and possible motion to approve an LA32NC Letter of Resolution to Los Angeles City Council District 14 Council Member Kevin De Leon, to the City of Los Angeles Planning Department, to the City of South Pasadena Mayor Robert S. Joe, South Pasadena City Council and South Pasadena Planning Commission, **Opposing** the Moffat Street extension approved by the City of South Pasadena on August 11, 2020 as follows:

> "The Moffat Street Project No 2191-HDP/TRP-Hillside Development Permit to install a private roadway extending westward approximately 600 feet from the terminus of the existing Moffat Street, with connection to the northern end of Lowell Avenue only, and Tree Removal Permit for the removal of 5 protected trees. This private road will provide access to 7 lots in the City of Los Angeles through an easement in South Pasadena (continued)."

The Opposition by the Los Angeles 90032 Stakeholders to this project is made on the following basis:

a) The South Pasadena Planning Commission approval of the project has been formally appealed and the Commission has scheduled a closed-door appeal on December 16, 2020.
b) There is no memorandum of agreement between the planning departments of the City of LA and the City of South Pasadena regarding a CEQA exemption and no agreement regarding lead agency designation.
c) There is no environmental analysis of the negative impacts that the development has on the El Sereno land parcels affected.
d) Los Angeles County Supervisor Hilda Solis has written a letter of opposition on the basis that the project is premature cannot be approved until the Northeast Los Angeles Community Plan is completed and also because that it raises concerns about the "negative impacts of gentrification."
e) Failure to produce the 1962 South Pasadena Order Vacating Moffat Street from South Pasadena development despite formal Freedom of Information Act requests.
f) It violates the Los Angeles Hillside Baseline Ordinance conserving Los Angeles Hillsides.
g) South Pasadena City Councilmember Dr. Schneider stated publicly that the South Pasadena City Council "would not have approved the project if it was in South Pasadena."
See attached South Pasadena agenda and plans. See attached letter from Hilda Solis.

Please recognize that our Opposition to the Moffat Street Extension into Los Angeles 90032 is inclusive and official, being a recognized entity of the City of Los Angeles, and that we have made efforts to represent the voices of the community by following a process to allow all Stakeholders the opportunity to weigh in on the conversation and on the Board decision.

If there are any questions relating to this Letter of Resolution in Opposition to the Moffat Street extension into Los Angeles 90032, you may communicate with the LA32 Neighborhood Council President Sylvia Cruz at aljcruzmoreno@gmail.com or with the LA32 Corresponding Secretary Cynthia Sandoval at c.sandovalla32nc@gmail.com.

Signature on File________________________________

Sylvia Cruz
President of the LA32 Neighborhood Council

cc: Los Angeles City Council District 14 Councilmember Kevin De Leon

Los Angeles City Planning Department

Regular City Council Meeting
E-mail Public Comment 12/16/2020

AGENDA ITEM NO. 8
Approval of 2021 City Council Meeting Schedule

1. Josh Albrektson
2.

From: Josh Albrektson <[redacted]>
Sent: Thursday, December 10, 2020 9:06 PM
To: City Council Public Comment <ccpubliccomment@southpasadenaca.gov>
Subject: Item 8

CAUTION: This email originated from outside of the City of South Pasadena. Do not click links or open attachments unless you recognize the sender and know the content is safe.

You should move the Jan 20th meeting to Jan 13th for two reasons. It would make it so that there is 28 and 21 days between meetings instead of 35 and 14 days. Also there is a big national event on the 20th.

--
Josh Albrektson MD
Neuroradiologist by night
Crime fighter by day

Regular City Council Meeting
E-mail Public Comment 12/16/2020

AGENDA ITEM NO. 17
Approve the Revised Scope of the Project to Evaluate Different Alternatives for the State Route 110 and Fair Oaks Avenue Interchange Modification Project Approved by the Metro Board as a Measure R State Route 710 Mobility Improvement Project, Direct Staff to Proceed with the Traffic Study for the Revised Scope and Authorize the Allocation of $200,000 in Prop C Funds for the Traffic Study.

1. Eric Winter
2. Lawrence Abelson

From: Eric Winter <[redacted]>
Sent: Wednesday, December 9, 2020 7:03 PM
To: City Council Public Comment <ccpubliccomment@southpasadenaca.gov>
Subject: Agenda Item 17, City Council meeting of November 18, 2020

CAUTION: This email originated from outside of the City of South Pasadena. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Council members

For the last 30 years or so, I have been the owner of two small apartment buildings in South Pasadena, as well as several other apartment buildings in Pasadena and Altadena. During that time, I have almost always scheduled major repairs or interior remodeling work on units when they had been voluntarily vacated by tenants.

On rare occasions when a health and safety code issue required immediate work on an occupied unit, I have always been able to do the work without displacing the tenant. This entailed some inconvenience to the tenant and to the workers, and in some instances, the tenant chose to take a vacation, or to stay with friends or relatives for a few days, and I offered compensation when appropriate, but no one ever had to move out.

I have several friends and acquaintances in this business, and the above statements would accurately describe their apartment management experience, as well.

But more to the point, it is simply bad business to move tenants out unless absolutely necessary. Paying tenants are the life blood of the business. Without rent, there really is no reason to own an apartment building. Neither I, nor any sane property owner would ever want to lose a paying tenant unless it is unavoidable, **or unless the tenant was disturbing the other tenants, engaging in criminal activity, or damaging the property.**

There may be times when tenant relocation for repair or remodeling purposes is necessary, but I believe the actual incidence of this is extremely rare. When it is necessary to relocate a tenant, it is almost universally the result of bad behavior on the part of the tenant. The reason it is necessary to preserve the right of an owner to relocate a tenant, without excessive delay, expense, or compensation to the tenant is because the tenant's bad behavior is often difficult to establish in a court of law. Is that dog poop near the apartment laundry really from the tenant's dog, or some other dog in the neighborhood? How many tenants are willing to testify to the offending tenant's loud music and late night parties, parking in the driveway, public urination, or petty drug dealing when the offender is a reputed gang member, or conspicuously displays a weapon on the premises? How do I prove who scratched the other tenants' cars, overturned their flower pots, or made intimidating threats or gestures when I don't live there and I didn't see anything.

I have had to evict tenants for those reasons, but because eyewitness cooperation was always problematic, I chose to evict under the no fault procedure. The loss of rent, the legal fees, and repairing the damage to the unit after these tenants were evicted was bad enough, but the idea of

paying them several months rent to the offending tenant on top of all the other damages for the privilege of regaining possession of my unit really adds insult to injury.

Even more importantly, an ordinance requiring an extended notice period and substantial relocation assistance beyond that already required by state law makes it much more difficult for me to control undesirable behavior on my property, which I need to do not only for my benefit, but for the benefit of the overwhelming majority of my polite, cooperative and deserving tenants. These are challenging times, and owning apartments has gotten a lot more difficult in the past year. I'm already paying the rent for tenants who have lost income during this public health crisis. How much more difficult do you want to make my job? And do you really want me and other owners to lose control of our properties to a small group of very difficult tenants? How many decent tenants will want to live in this town under those circumstances?

Thank you for your thoughtful consideration.

Eric Winter

From: Abelson, Lawrence <[redacted]>
Sent: Wednesday, December 16, 2020 11:06 AM
To: City Council Public Comment <ccpubliccomment@southpasadenaca.gov>
Cc: Sean Joyce <sjoyce@southpasadenaca.gov>; Shahid Abbas <sabbas@southpasadenaca.gov>; Jack Donovan <jdonovan@southpasadenaca.gov>; Michael Cacciotti - Personal <macacciotti@yahoo.com>; szneimer@gmail.com; Diana Mahmud <dmahmud@southpasadenaca.gov>; Maria Ayala <mayala@southpasadenaca.gov>
Subject: 12/16/20 City Council Meeting - Item 17 - "Approve the Revised Scope of the Project to Evaluate Different Alternatives for the State Route 110 and Fair Oaks Avenue Interchange Modification Project"

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Honorable Mayor Mahmud and Members of the City Council,

On behalf of the Mobility and Transportation Infrastructure Commission ("MTIC"), I am writing to request that you postpone consideration of this item to a future City Council meeting. Last night, the members of the MTIC unanimously expressed concern about proceeding with approval of revised scope of this study at this time for the following reasons:

- L.A. Metro is currently considering its Modernizing the Metro Highway Program which includes expanding the criteria used to consider the eligibility of traffic and related mobility improvement projects for Measure R funding. If approved, this may result in additional alternative measures which we may wish to study as part of the SR 110/Fair Oaks Avenue Interchange Modification Project.
- The proposed new on-ramp for northbound Fair Oaks Avenue onto southbound SR 110 (formerly known as the hook ramp and now the loop ramp) is a core component of this project. Caltrans has imposed a number of conditions for approval which require substantial additional design work. $6,000 has already been approved by this body for this ramp design. Unless and until we know that we will be able to proceed with the ramp and in what form, we will not be able to conduct an effective alternatives analysis.
- The COVID-19 pandemic continues to impact "normal" traffic volumes and patterns, and those effects are expected to endure for some time. Proceeding with a study in advance of a return to some semblance of normalcy would be premature.
- The estimated $800,000 price tag for this study is substantially higher than anticipated and commands further review by staff and the MTIC.
- The revised scope of work for the study must be reviewed to confirm that it includes: (i) an evaluation of the traffic flows and current impacts of the stubs in Pasadena and Alhambra; and (ii) the alternatives for more effectively managing traffic on our major arterials and commercial minor arterials and collectors and moving it out of and off of neighborhoods and residential streets throughout the corridor. This necessarily includes the measures included in the Early Projects List developed by two former commissions and approved by the City Council in 2017.

While we are supportive of revising the scope of the study and very appreciative of Public Works Director Abbas' efforts to move this item forward, we believe it is prudent to hold off while the above issues are reviewed and settled, so that the study can be as comprehensive as necessary to properly evaluate and begin implementation of the long-awaited Measure R mobility projects.

Thank you,
Larry Abelson
Vice Chair, Mobility and Transportation Infrastructure Commission

Regular City Council Meeting
E-mail Public Comment 12/16/2020

AGENDA ITEM NO. 18

Continued Public Hearing for Discussion of Additional Tenant Protections; Adoption of Ordinance Extending the 45-day Moratorium on Evictions for Substantial Remodels without building permits for an Additional 10 Months and 15 Days

1. Rian Barrett
2. Deborah Lutz
3. Danielle Peretz
4. John Srebalus
5. Ella Hushagen
6. Elisabeth Eilers
7. Tom Eilers
8. Matt Buck
9. Helen Tran

From: Rian Barrett <>
Sent: Monday, December 14, 2020 2:34 PM
To: City Council Public Comment <ccpubliccomment@southpasadenaca.gov>
Subject: City Council Agenda Item #18

CAUTION: This email originated from outside of the City of South Pasadena. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Mayor and City Council Members:

The Pasadena-Foothills Association of Realtors (of which South Pasadena is a part) believe the current discussions around requirements for building permits before a notice of tenancy termination and the other tenant-centric measures are premature, hastily-conceived and solutions for which there is no evidence of a problem.

The original proposal to require building permits in hand before a notice to terminate tenancy can be given was prompted by one building owner who may have acted illegally. Current law (SB 3088) prohibits such notice for substantial renovation (thoroughly and properly defined in the state statute) except in instances of need for health and safety. This law is in effect until Feb. 1, 2021 and is currently being debated for extension in the state legislature.

The likely unintended consequence of a requirement to obtain building permits before a substantial remodel is that small 'mom and pop' owners will simply not initiate a remodel or just give up and sell their properties to larger corporate owners. This only helps to hasten the deterioration of the housing stock in the community or drives the small owners out of business and their properties in the hands of larger, usually less sympathetic landlords. Either consequence is not in the best interest of the tenants nor the community.

Other tenant protections such as payment of relocation fees and just cause evictions are also provided in state legislation -- also in discussion for extensions at the state level. A very small group of the city's tenants is agitating for change at a time when their state legislators have already protected them.

It is clear that education to both tenants and those that provide them housing is necessary so that all stakeholders understand what is legal, what protections exist, and what housing providers may or may not do.

It is not in the city's best interest to extend a moratorium on housing renovation for almost year. If you must, approve an extension for six more months, and use that time to continue outreach to all stakeholders, initiate a real dialogue between city decision makers and those stakeholders. There is no crisis that causes immediate and rash action that will impact the quality of the city's housing stock for years to come. The COVID crisis has, understandably, made real dialogue impossible. The city's requirement to either write or record a message doesn't allow for back and forth questions and answers, with an understanding of all sides before decision making. We urge you to slow this down, allow the state legislature to extend existing protections, and allow housing providers, when legally able to do so, to renovate their properties and insure the quality housing you expect for your city.

Sincerely,

Rian Barrett

Rian Barrett
Member Outreach and Leadership Development Manager
Pasadena-Foothills Association of REALTORS®
1070 E. Green St. #100, Pasadena, CA 91106-2433
P: 626.795.2455
C: 916.248.0159

From: Deborah Lutz <[redacted]>
Sent: Monday, December 14, 2020 3:00 PM
To: City Council Public Comment <ccpubliccomment@southpasadenaca.gov>
Subject: Agenda Item #18 Moratorium on Evictions for Substantial Remodel

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Dear Council,

I support a fair and healthy housing market within out city.

I oppose the staff recommendation to extend the moratorium for another 10 1/2 months.

This is an unnecessary extension due to the fact that current law (SB 3099) already prohibits such notice for substantial renovations (thoroughly and properly defined in the state statute) except in instances of need for health and safety. This law is in effect until Feb 1, 2021 and is currently being debated for extension in the state legislature.

No evidence has been presented by staff that this is a wide spread problem or that even one example of a specific violation of this law has occurred.

If any landlord in South Pasadena violates this law there are already prescribed remedies. City Council does not need to make a hasty decision without additional stakeholder input and allowing adequate time for new council members to understand more about this issue. A 10 1/2 month extension is unnecessary and unfairly burdensome to landlords.

It is not in the city's best interest to extend a moratorium on housing renovations for almost a year. If any extension is necessary then 30-60 days is sufficient as we see what extensions are granted at the state level.

Please do not make regulations so burdensome that only "well capitalized" real estate investment firms can operate in the South Pasadena housing market. Long term mom and pop housing providers are the same type of small business owners that make South Pasadena a desirable place to live.

Please do not vote to extend the moratorium for another 10 1/2 months.

--
Deborah Lutz

From: Danielle Peretz <[redacted]>
Sent: Tuesday, December 15, 2020 1:15 PM
To: Diana Mahmud <dmahmud@southpasadenaca.gov>; Michael Cacciotti <mcacciotti@southpasadenaca.gov>; Evelyn Zneimer <ezneimer@southpasadenaca.gov>; Jack Donovan <jdonovan@southpasadenaca.gov>; CCO <cco@southpasadenaca.gov>; City Council Public Comment <ccpubliccomment@southpasadenaca.gov>
Cc: Daniel Yukelson <[redacted]>
Subject: [BULK] December 16th South Pasadena City Council Meeting - Agenda Item 18
Importance: Low

CAUTION: This email originated from outside of the City of South Pasadena. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good Afternoon, Hon. Mayor Diana Mahmud and Members of the South Pasadena City Council;

Attached for your review is a letter submitted by the Apartment Association of Greater Los Angeles (AAGLA or Association) regarding agenda item 18, scheduled for discussion at the December 16th City Council Meeting.

Thank you for your time and consideration.

Danielle Leidner-Peretz
Director, Government Affairs & External Relations
Apartment Association of Greater Los Angeles
621 South Westmoreland Avenue
Los Angeles, California 90005
t: 213/384-4131, ext 309 | f: 888/384-4131 | danielle@aagla.org
www.AAGLA.org
Twitter
Facebook
The Voice of Multifamily Housing Since 1917 ©

APARTMENT ASSOCIATION OF GREATER LOS ANGELES

"Great Apartments Start Here!"

Danielle Leidner-Peretz
Director, Government Affairs & External Relations
danielle@aagla.org
213.384.4131; Ext. 309

December 15, 2020
Via Electronic Mail

Hon. Mayor Diana Mahmud and
Members of the South Pasadena City Council
1414 Mission Street
South Pasadena, California 91030

Re: Continued Public Hearing – Discussion of Additional Tenant Protections; Adoption of Ordinance Extending the 45-day Moratorium on Evictions for Substantial Remodels without Building Permits for an Additional 10 Months and 15 days (Agenda Item 18)

Dear Hon. Mayor Diana Mahmud and Members of the South Pasadena City Council;

At the December 16th City Council meeting, the Council will consider extension of the current 45-day moratorium on evictions for substantial remodels pursuant to Assembly Bill 1482 to November 3, 2021 and discuss the issue of relocation assistance. A majority of the Council, three of the five members, are newly elected members who had not been involved in prior discussions or voted for the initial interim urgency ordinance. The Apartment Association of Greater Los Angeles (AAGLA or Association) urges the new City Council to thoughtfully deliberate these matters, engage in a meaningful dialogue with key stakeholders and not hastily extend the interim ordinance that will be potentially detrimental to the City's affordable and aging housing supply.

On November 4th, the previous City Council adopted an urgency ordinance establishing a 45-day moratorium on evictions for substantial remodel unless the owner first secured building permits, provided copies of such permits to the renter with an explanation of why the work cannot be accomplished in a safe manner with the renter in place and why the work cannot be completed within 30 days. The rationale provided for instituting the moratorium was to address a perceived loophole under State law whereby owners may serve no-fault evictions for substantial remodel and then not undertake such renovations. To date, no data has been provided demonstrating that such an issue exists in the City of South Pasadena to warrant the urgency ordinance or the extension thereof.

Of equal importance, Assembly Bill 3088, "the Tenant, Homeowner, and Small Landlord Relief and Stabilization Act of 2020", precludes no-fault terminations for substantial remodels through February 1, 2021 unless necessary to comply with health and safety requirements. Accordingly, there is no urgent need to extend the moratorium, as such tenancy terminations are generally prohibited at this time. Moreover, notwithstanding the current prohibitions in Assembly Bill 3088, under Assembly Bill 1482, if an owner fails to comply with the State law's provisions, the no-fault termination is rendered void and the owner may also be subject to punitive damages. The owner may also be

"Great Apartments Start Here!"

subject to litigation initiated by his or her renters. These existing renter protections serve to discourage the likelihood that an owner would issue a baseless notice with no intention to renovate the property.

The current 45-day moratorium fails to account for the various factors and information needed to procure a permit. Requiring issuance of permits prior to serving a tenancy termination will make the permit application process extremely onerous and, therefore, disincentivizing owners from considering moving forward with what are often necessary renovations and upgrades. These requirements are particularly problematic and challenging for the City's small, "Mom and Pop" rental housing providers, who have chosen to make an investment in their community by providing much needed affordable housing. Such burdensome local regulations will make it difficult, if not insurmountable, for these small owners who generally have limited financial resources to rehabilitate and upgrade their building, and as a result, such renovations will not be undertaken, allowing for further deterioration of the City's affordable and aging housing supply. These unnecessary regulations often have the opposite result intended and could potentially compel many small owners to exit the rental housing industry resulting in the further depletion of much needed affordable housing.

The City's Staff report highlighted consensus among stakeholders relative to the provision of additional education and outreach. The Association has always been supportive of education and community outreach to facilitate renters and rental housing providers understanding of their rights and responsibilities. As current State Law under Assembly Bill 1482 provides a clear definition of what constitutes a "substantial remodel" and Assembly Bill 3088 delineates the current limited permissible tenancy terminations, providing community workshops and other educational opportunities will ensure that all stakeholders are properly informed. We also recommend that such education and outreach be inclusive of information relative to the City's permitting process and requirements.

Regarding the "misconceptions" set forth in the Staff report, an important clarification needs to be made, rental housing providers are knowledgeable of the definition of substantial remodel and whether the remodel being contemplated is within the permissible parameters of the state law prior to the issuance of a tenancy termination notice. It is the extent of the substantial remodel which is often best determined upon further review.

State law has effectively balanced the objectives of providing renter protections while recognizing the vital importance of upgrading the State's rapidly aging housing stock. Given the State Law provisions, lack of urgency, and the new composition of the City Council, we urge the new Council to take pause to obtain a comprehensive understanding of the relevant state laws, current city permit process and possible ways to improve the tracking of permits issued prior to any extension of the moratorium. Notwithstanding, if the Council seeks to extend the urgency ordinance, we urge the City Council to limit such extension to no more than six months. Moreover, we ask that the City Council first determine the scope and extent of the substantial remodel issue and whether any further action is needed prior to consideration of other matters.

AAGLA urges the Council to consider the issues raised in this letter. We appreciate the stakeholder engagement that has occurred and ask that the dialogue continue prior to the extension of the urgency ordinance. Moreover, we urge the City Council to seek ways to incentivize

rehabilitation and investment in the City's housing. Renters and rental housing providers, through no fault of their own, have been experiencing severe financial hardships due to the COVID-19 pandemic. As you look to the future and the post-pandemic period, it is paramount that the City Council recognize the impacts of the actions taken today, seek ways to prevent future economic instability and facilitate the rebound ahead.

Thank you for your time and consideration of these matters. If you have any questions, please call me at (213) 384-4131; Ext. 309 or contact me via electronic mail at danielle@aagla.org.

Very truly yours,

Danielle Leidner-Peretz

Danielle Leidner-Peretz

From: John Srebalus <[redacted]>
Sent: Wednesday, December 16, 2020 9:58 AM
To: City Council Public Comment <ccpubliccomment@southpasadenaca.gov>
Subject: Public Comment, 12/16/20, Open Session Agenda Item #18

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Hello,

Attached please find public comment for the aforementioned agenda item.

Regards,
John Srebalus

December 9, 2020

Mayor Diana Mahmud
Councilmembers Michael Cacciotti, Jack Donovan, Jon Primuth, Evelyn Zneimer
City of South Pasadena
1414 Mission Street
South Pasadena, CA 91030

VIA EMAIL: mcacciotti@southpasadenaca.gov, jdonovan@southpasadenaca.gov, jprimuth@southpasadenaca.gov, ezneimer@southpasadenaca.gov

Re: Proposed Urgency Ordinance: Substantial Remodel Evictions

Dear Mme. Mayor and Councilmembers:

I am writing to respond to recent public comments from the Apartment Association of Greater Los Angeles (AAGLA) and the Pasadena-Foothills Association of Realtors (PFAR) in opposition to the proposed urgency ordinance protecting South Pasadena tenants from pretextual evictions under the substantial remodel provision of AB 1482. For convenience I'll refer to these terminations of tenancy by their common name: "renovictions."

These groups want you to believe that tenants are already protected against renovictions under AB 3088. This is not true. They rely on added CCP Section 1179.03.5(a)(3)(ii)(II), which provides:

> [T]ermination of a tenancy based on intent to demolish or to substantially remodel the residential real property shall be permitted if necessary to maintain compliance with the requirements of Section 1941.1 of the Civil Code, Section 17920.3 *or* 17920.10 of the Health and Safety Code, *or* any other applicable law governing the habitability of residential rental units. (Emphasis added.)

The apartment associations are falsely claiming that evictions by this name are somehow less ripe for abuse because they will involve different words on a tenant's Notice to Vacate, none of which are required to be substantiated under AB 1482 or AB 3088. CCP 1179 gives property owners *more* leeway to evict tenants. Now the entire property may be deemed untenantable for lacking effective weatherproofing or banisters in "good repair." (Civil Code 1941.1(a))

At least COVID-neutral AB 1482 requires that qualifying work undertaken for health and safety compliance be substantial and take longer than 30 days to complete. Doubting the City wants to continually chase state COVID protections with local fixer legislation, I welcome the February sunsetting of this dangerous provision. The habitability codes didn't hold the eviction hammer until AB 3088 handed it to them.

But these distinctions don't matter as long as owners can execute a one-page termination while having no intention of performing the qualifying work they claim. Handshake deals ended when *Little House on the Prairie* rolled its last credits. The apartment associations no longer get to argue that their membership wouldn't engage in such deception. It is happening. It just happened right here at 2028 and 2038 Meridian. It happens so often there's a word for it. Renoviction.

In her letter, AAGLA's Ms. Leidner-Peretz claims that under AB 1482, "if an owner fails to comply with the state law's provisions, the no-fault termination is rendered void." Who is doing the rendering? The tenant will be gone long before any permits need be contemplated, let alone executed. With what keys will the tenant inspect the eligibility of the remodelling? How many tenants will have read AB 1482, be equipped and available to navigate the legal system and receive documents in discovery that will hopefully reveal the first thing about the true basis for their eviction?

PFAR's Ms. Olhasso, before forecasting costly permit delays and expirations already dispelled by Planning Director Hankamer in City Council session, states, "Any apartment owner evicting tenants at this time should be notified by your City Attorney of his violation." This shows a lack of understanding of how things work in our city and other parts of the real world.

Evictions hide in plain sight. Thankfully the South Pasadena Tenants Union has had some years to earn a place on people's radar. Often the first to hear from tenants in distress, we would love to route these situations to a city enforcer, but things are as they are. Given current resources, the most sensible and effective thing we can do is put a fair process at the *front* end of a termination of tenancy. Let's deter bad actors; preserve affordable housing whenever possible; and provide city staff a window into the repairs, remodels and rehabs dotting the landscape.

I get it. The associations want to minimize hurdles for their members. I could do without the hurdle of attaching pay stubs to my rental application. But I suppose there's a certain dignity in being able to say, "Here, let me show you."

And people's homes are at stake.

Sincerely,
/S/ John Srebalus

Enclosure: 60-DAY NOTICE OF TERMINATION OF TENANCY

(714) 634-1500
19300 S. Hamilton Ave. Suite 285
Gardena, CA 90248

60-DAY NOTICE OF TERMINATION OF TENANCY

To: [redacted]
AND ALL OTHER TENANTS IN POSSESSION OF 2028 Meridian Ave Apt D South Pasadena, CA 91030

YOU ARE HEREBY NOTIFIED that effective SIXTY (60) DAYS from the service upon you of this notice you will be required to quit and surrender possession of the premises.

This is intended as a final SIXTY (60) DAY notice to quit, for the purpose of terminating your tenancy.

YOUR FAILURE TO SURRENDER POSSESSION OF THE PREMISES WILL RESULT IN LEGAL PROCEEDINGS WHICH WILL BE INSTITUTED AGAINST YOU TO RECOVER POSSESSION OF THE PREMISES, DAMAGES, AND COST OF SUIT.

Reason: Landlord intends to substantially remodel the residential property.

Pursuant to Civil Code 1946.2 (d) (1)(A)(2): you have the right to relocation assistance or a rent waiver. The owner of the property has elected to waive the rent for a month of your tenancy in the amount of $1,450 Accordingly, no rent is due for the final month of your tenancy.

Month Free: October 8th - November 8th
Rent From October 1st- October 7th will be prorated and due on October 1st. Payment must be made via money order.
Pursuant to Civil Code 1946.2 if a tenant fails to vacate after the expiration of the notice to terminate the tenancy, the actual amount of any relocation assistance or rent waiver provided shall be recoverable as damages in an action to recover possession.

All waivers of rent and/or relocation assistance will be credited against any additional assistance offers presented by Landlord and accepted by Tenant.

Note:

Penal Code section 594 read: "Any persons who willfully or maliciously destroys or damages any real or Personal Property not their own will be punished by Fine or Imprisonment or both."

Civil Code 1946.1 "State law permits former tenants to reclaim abandoned personal property left at the former address of the tenant, subject to certain conditions. You may or may not be able to reclaim property without incurring additional costs, depending on the cost of storing the property and the length of time before it is reclaimed. In general, these costs will be lower the sooner you contact your former landlord after being notified that the property belonging to you was left behind after you moved out."

Owner: Wood Huts LLC
LANDLORD/AGENT
Date: 09/08/2020

From: Ella Hushagen <[redacted]>
Sent: Wednesday, December 16, 2020 11:35 AM
To: City Council Public Comment <ccpubliccomment@southpasadenaca.gov>
Cc: Helen Tran <[redacted]>; John Srebalus <[redacted]>; Anne Bagasao <[redacted]>
Subject: Public comment 12/16/20 open session agenda item 18

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Please include the attached comment, signed by 72 people, in the agenda packet for tonight's city council meeting, open session, agenda item 18.

Thanks!

Ella

December 16, 2020

General Public Comment Re: Agenda Item 18, demand for a local ordinance to protect tenants.

The undersigned ask the City Council to pass a straightforward, modest measure to stem the tide of evictions without further delay.

Under existing law, landlords can evict tenants under the pretense of "substantial remodeling" without proof that any remodeling will actually be performed, much less that remodeling will be substantial. The proposed ordinance builds on state law by requiring landlords to obtain all necessary permits in advance of issuing an eviction notice, and describe in the eviction notice the nature of the remodel and why it cannot be performed in under 30 days.

Strengthening renter protections to prevent erosion of affordable housing stock and gamesmanship by landlords enjoys broad support in South Pasadena. The South Pasadena Tenants Union, the Housing Rights Center, and the Legal Aid Foundation of Los Angeles all support passage of the ordinance. It has been a month since the Council continued this item to seek stakeholder input. The stakeholders have now had ample opportunity to weigh in.

Yet, rather than taking swift action to adopt the proposed ordinance, city staff have recommended extending the current moratorium on renovictions for more than 10 months in an apparent capitulation to the landlord lobby.

From the staff memo, it is clear that landlords have been hard at work at City Hall. Their complaints about the ordinance lack merit. Units do not have to be vacant in order to assess whether permitting will be required to remodel them. With notice to tenants, landlords have the right to bring in contractors, architects and engineers to occupied units to evaluate what work needs to be done. Property owners cannot start demolition before obtaining permits—regardless of the scope of work contemplated.

The landlord lobby spuriously complains that landlords cannot shoulder additional relocation costs during the current economic downturn. But the proposed ordinance does not increase relocation assistance. It is a simple procedural requirement that landlords undertake due diligence regarding planned remodeling before evicting a tenant.

The property owners transparently seek to avoid enforcement altogether by advocating for back-end financial penalties in lieu of requiring front-end permits prior to eviction. The vast majority of tenants opt to move out and avoid litigation when served an eviction notice. It is exceedingly unlikely that an unrepresented tenant will obtain discovery about the nature of the remodeling her landlord ultimately undertook in the unit she was forced to vacate. Landlords are advocating for penalties in lieu of prospective permitting because they know, in reality, such penalties will never touch them.

We are looking to our City Council for bold leadership. You know many of us. We are your friends and neighbors. We are asking for your vote on behalf of every neighbor we stand to lose

if the city does not enhance tenant protections. A crushing wave of evictions is anticipated for early 2021. Further delay is not warranted.

Please direct staff to come back with a substantial remodeling ordinance modeled after Long Beach's ordinance, and vote on its passage at the first City Council meeting of 2021.

Sincerely,

1. Sean Abajian
2. Alexander Aquino-Kaljakin
3. Ahilan Arulanantham
4. Anne Bagasao
5. Dr. Paula Bagasao
6. Matthew Barbato
7. Kerrie Barbato
8. David Beadle
9. Chris Becker
10. Jeremy Becker
11. Robin Becker
12. Felicie Borredon
13. Laurent Borredon
14. Tony Butka
15. Anny Celsi
16. Grace Dennis
17. Frederick Eberhardt
18. Alan Ehrlich
19. Justin Ehrlich
20. Stephanie Ehrlich
21. Owen Ellickson
22. Sarah Erlich
23. Richard Fannan
24. Tzung-lin Fu
25. Noel Garcia
26. Rachel Hamilton
27. Michelle Hammond
28. William Hoadley-Brill
29. Laboni Hoq
30. Matthew Hubbard
31. Mariana Huerta Jones
32. Che Hurley
33. Ella Hushagen
34. Fahren James
35. Amy Davis Jones
36. William Kelly
37. Afshin Ketabi
38. Mieke Kramer
39. Helga Kuhn
40. Caitlin Lainoff
41. Emilia Lomeli
42. Sofia Lopez
43. Jan Marshall
44. Richard Marshall
45. Linda McDermott
46. Jenny Muninnopmas
47. Adam Murray
48. Joanne Nuckols
49. Victoria Patterson
50. FJ Pratt
51. Myron Dean Quon
52. Minoli Ratnatunga
53. Zahir Robb
54. Aliza Rood
55. Lisa Rosenberg
56. Shari Sakamoto
57. Andrea Seigel
58. Allie Schreiner
59. Delaine Shane
60. Alexandra Shannon
61. Sean Singleton
62. Alison Smith
63. John Srebalus
64. Levi Srebalus
65. Jim Tavares
66. Katie Telser
67. Andrew Terhune
68. Cassandra Terhune
69. Judith Trout
70. Amy Turk
71. Helen Tran
72. Jean Yu

From: Elisabeth Eilers <[redacted]>
Sent: Wednesday, December 16, 2020 11:46 AM
To: City Council Public Comment <ccpubliccomment@southpasadenaca.gov>
Subject: Open session Item 18

CAUTION: This email originated from outside of the City of South Pasadena. Do not click links or open attachments unless you recognize the sender and know the content is safe.

From Elisabeth EILERS

Dear City Council members,

Famous anthropologist Margaret Mead measured civilization by the extent by which we care for the vulnerable among us.

Item 18 addresses this matter as you reflect on the complex issue of owner versus tenant rights.

As you well know the lack of affordable housing coupled with income inequality has not just our small town but our nation and planet in a crisis. I wonder if Margaret Mead would call us civilized were she to see the vast number of unhoused people on the streets and living in their cars (if they are fortunate enough to have one).

I urge you to pass the measure to stop all evictions of tenants for unsubstantiated renovations for at least 10 months but preferably permanently as the housing crisis will not resolve in 10 months as you well know. Just where could evicted tenants move were they to be evicted without true cause?

There is a way to balance owner and renter rights and, when in doubt, let us be civilized, as per Margaret Mead, and place human beings lives above profit gain.

I know these are very difficult and complex decisions. May wisdom, heart and moral integrity lead you. When in doubt ask: how would Margaret Mead vote? How would John Lewis vote? How would your hero vote on this measure?

Thank you for your service to all of us residents of So Pasadena!

From: Tom Eilers <[redacted]>
Sent: Wednesday, December 16, 2020 12:40 PM
To: City Council Public Comment <ccpubliccomment@southpasadenaca.gov>
Subject: Please vote yes on Open Session Item 18 on Dec 16.

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I have been both a renter and landlord during my life. Normally I oppose regulations, but a yes vote on Item 18 seems so humane, especially during covid. We need to protect those who have a small voice, and few options.

Tom Eilers

California Apartment Assocation
Los Angeles County
515 S. Flower Street, 18th Fl.
Los Angeles, CA 90071

December 15, 2020

Mayor Mahmud & City Council
City of South Pasadena
VIA Email

Re: 3rd Discussion on 45-day Moratorium for Substantial Remodels

Dear Honorable Mayor and City Council:

The California Apartment Association (CAA) represents more than 50,000 members including local housing providers, operators, and suppliers along with business owners and real estate industry experts who are involved with a range of rental properties from those that offer single-family residences to large apartment communities.

AB 1482 is landmark legislation which creates statewide prohibitions on rent gouging and for cause lease terminations. There is no "loophole" in the legislation. The substantial remodel provisions are designed to encourage healthy and improved housing stock.

We urge you to consider the following as you discuss extending the moratorium for substantial remodel.

- At this time, due to COVID-19 any type of lease termination due to substantial remodel is prohibited. There is already a statewide moratorium in this regard.
- The goal of the previous City Council was to review substantial remodel protocols and further assist in preventing illegal activity. We respectfully ask that the new City Council recognize this is solely an issue of "city permit accountability." Further directed actions on this item should remain narrowly focused on this issue.
- CAA appreciates the opportunity to provide feedback on the issue. Although not referenced in the report, many cities have a digital permit tracking system. This would not only help staff track projects of all sorts, but also make permits easily available for public access. A simple system would create further accountability beyond AB 1482.
- We do take issue with the "misconceptions" noted in the report. Owners do understand the general scope of the work needed for the substantial rehabilitation but often are unable to ascertain the detailed extent without intrusive and extensive review.

On behalf of our members, we ask that if you do decide to extend the local moratorium on substantial remodels, please do so for no more than 6 months. We look forward to continuing the conversation with City Council and staff. Please do not hesitate to contact us with any questions and thank you for your consideration.

Sincerely,

Matthew Buck
California Apartment Association
951.809.4423

From: Helen Tran <[redacted]>
Sent: Wednesday, December 16, 2020 3:41 PM
To: City Council Public Comment <ccpubliccomment@southpasadenaca.gov>
Cc: Ella Hushagen <[redacted]>; John Srebalus <[redacted]>; Anne Bagasao <[redacted] Michael Cacciotti <mcacciotti@southpasadenaca.gov>; Diana Mahmud <dmahmud@southpasadenaca.gov>; Evelyn Zneimer <ezneimer@southpasadenaca.gov>; Jack Donovan <jdonovan@southpasadenaca.gov>; Jon Primuth <jprimuth@southpasadenaca.gov>
Subject: Public Comment, 12/16/20 Open Session, Agenda 18, Tenant Protections

CAUTION: This email originated from outside of the City of South Pasadena. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear City Clerk,

Please see attached for comments from the South Pasadena Tenants Union for Agenda Item 18.

Thanks,

Helen

SOUTH PASADENA TENANTS UNION
FACEBOOK.COM/SOUTHPASTENANTSUNION
SOUTHPASTENANTSUNION@GMAIL.COM
(323) 830-9642

December 16, 2020

Mayor Diana Mahmud
Councilmember Michael Cacciotti
Councilmember Jack Donovan
Councilmember Jon Primuth
Councilmember Evelyn Zneimer

Re: Public Comment, Agenda Item 18, Additional Tenant Protections

Dear Mayor Mahmud and Councilmembers,

I write on behalf of the South Pasadena Tenants Union to ask for an amendment to the December 16, 2020, City Council Agenda Report regarding additional tenant protections for evictions based on substantial remodels. The report summarizes conversations that staff had "with various groups representing both tenants and property owners to better understand their concerns." (Report, p. 3.) The South Pasadena Tenants Union was one of the groups representing tenants. We met with city staff on November 24. Because the concerns we expressed at that meeting have not been completely represented in the report, we request the City Council direct city staff to amend the report to include the points that we raise here.

Requiring landlords to show permits for substantial remodels prior to proceeding with an eviction provides more fairness in the eviction process for tenants.

During our meeting with city staff, we discussed the benefits to tenants in requiring landlords to show permits for substantial remodels prior to proceeding with evictions. This includes, as city staff mention, "protection from being evicted unnecessarily and that the burden of proof is placed with the landlord." (Report, p. 5.) Unfortunately, the analysis of how the ordinance would protect tenants ends here. The memo, instead, focuses this part of the discussion on benefits to landlords, such as "protect[ing]" a landlord "from illegally evicting a tenant if the scope [of renovation] is not substantial." (Report, p. 5.)

The main purpose of this ordinance to *protect tenants* gets lost in the report's lengthier discussion of how the ordinance protects landlords. When a landlord issues a notice of termination to a tenant, whether the reason for termination is valid or not, this starts the eviction process in which the tenant must proactively defend the eviction. Under current law, without more protective measures in place, a landlord may merely claim that a unit is undergoing substantial renovation without actually proving it. Many tenants move out upon receiving a notice, without the means to secure legal representation or without wanting to go through the emotional labor of defending their right to live in their home.

After a notice expires and the tenant does not move out, a landlord may then file an unlawful detainer complaint in court. At this point, the landlord still does not have to show that the substantial renovation will in fact occur. This burden of proof is placed on the tenant to request formal discovery from the landlord or landlord's attorney, such as filing requests for production of documents and deposing the

landlord. Without legal representation, tenants are unlikely to engage in these legal transactions and arguments for discovery.[1]

On balance, tenants bear more of the consequences and costs of evictions than landlords. Many times, landlords profit significantly after an eviction by raising rent on their units. Requiring landlords to be more transparent with renovations is one small yet meaningful action that the city can take to increase procedural fairness.

Punitive measures against bad landlords are not a substitute for the ordinance.

The City Council Agenda Report states that "landlords were in agreement that bad actors should be penalized for abusing the substantial renovation provision of the law. Suggested alternatives included more education and enforcement, exemption for smaller property owners, and harsher penalties for property owners under current law." (Report, p. 3–4.)

We provided feedback to city staff that harsher penalties against landlords are not a substitute for a protective ordinance because penalty amounts may still fall well below what landlords expect to profit from increased rent after evictions. In contrast, the consequences of evictions are lifelong for tenants, who usually experience higher housing costs upon moving. The median rent in South Pasadena is already $1,802.[2] Removing more tenants under the pretext of substantial renovations would make South Pasadena an even more unaffordable place to live for many low- to moderate-income individuals. An increase in evictions would further contribute to the statewide affordable housing crisis.

City staff have not provided substantial justification as to why they have suddenly changed their support of the ordinance and now recommend to delay a vote on the ordinance.

In a November 17, 2020, memorandum to the Planning Commission, city staff represented that they will be recommending to the City Council to "provide additional protections beyond those outlined in AB 1482." (Memo, p. 2). Specifically, these protections would be an ordinance to (1) "[r]equire owners to obtain all necessary permits for a substantial remodel prior to issuing a notice of termination; and (2) "[r]equire owners to include copies of all issued permits and include reasonably detailed information regarding the scope of work why the work cannot be reasonably accomplished in a safe manner with the tenant in place, and why the work cannot be completed within 30 days." (Memo, p. 2.) As explained, "[t]he one-year duration of a City issued building permit offers sufficient time for landlords to commence construction after showing proof of a building permit for a substantial remodel." (Memo, p. 2.) And furthermore, "because a building permit is extended for one (1) year beyond each building inspection, there would be no need for a landlord to apply to extend a permit [unless other circumstances exist]." (Memo, p. 2–3.)

In the current report submitted for this council meeting, city staff are now recommending to extend the eviction moratorium for substantial remodels up to 10 months and 15 days. (Report, p. 1.) During this time, staff suggests it will conduct additional outreach to landlords to make them "aware of their

[1] "The average default rate across these four counties was approximately 40%. Put simply, in these counties, two in every five tenants defaulted in their cases, which means they had a judgment entered against them and they lost their home without ever presenting their side of the story or engaging in the legal system." Report to the California State Legislature for the Sargent Shriver Civil Counsel Act Evaluation, p. 9 (June 2020), https://www.courts.ca.gov/documents/Shriver-Legislative-Report_June-30-2020.pdf.

[2] https://www.census.gov/quickfacts/fact/table/southpasadenacitycalifornia/IPE120219

existing responsibilities, to provide guidance on how to determine if the scope of work is substantial, and to provide guidance on how obtain permits efficiently with a tenant in place." (Report, p. 5.) All this education does not prevent pretextual evictions based on substantial remodels. Without the ordinance to close the substantial remodel loophole, tenants would still have incomplete information about the details of renovations in defending their evictions and landlords stand to gain significantly from rent hikes.

For these reasons, we are not in agreement with landlord groups that "that additional education and outreach efforts [are] required on current laws related to housing, tenant rights, and landlord responsibilities" (Report, p. 4) for the purpose of further considering the merits of the ordinance or delaying a vote on the ordinance. We believe the merits of the ordinance are clear. Education on existing tenant rights and landlord responsibilities can occur after the ordinance is passed.

Thank you for your consideration of this matter.

Sincerely,

Helen Tran
South Pasadena Tenants Union

Regular City Council Meeting
E-mail Public Comment 12/16/2020

AGENDA ITEM NO. 23
Adoption of California Environmental Quality Act Initial Study and Negative Declaration and the Proposed Climate Action Plan

1. Jerilyn Schmidt
2. Andy Au
3. Casey Law
4. Wesley Reutimann
5. Laurie Wheeler
6. Megan Lynch
7. William Kelly

From: Jerilyn Schmidt <[redacted]>
Sent: Monday, December 14, 2020 10:30 AM
To: City Council Public Comment <ccpubliccomment@southpasadenaca.gov>; Michael Cacciotti <mcacciotti@southpasadenaca.gov>; Diana Mahmud <dmahmud@southpasadenaca.gov>; Evelyn Zneimer <ezneimer@southpasadenaca.gov>; Jon Primuth <jprimuth@southpasadenaca.gov>; Jack Donovan <jdonovan@southpasadenaca.gov>
Subject: Item #23, Specifically adopting all electric standard for new construction

CAUTION: This email originated from outside of the City of South Pasadena. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Mayor Mahmud, and Councilmembers Cacciotti, Zneimer, Primuth and Donovan;

I am writing to you in regards to an upcoming Agenda Item #23 regarding the adoption of Climate Action Plan. One item in particular is concerning, the all-electric standard for new construction in 2021. I am a huge proponent for making substantial and lasting climate change reform, but I do not think that at this point and time mandating all new construction be all-electric is advisable. Our technology and infrastructure are not at a place where it make sense. I think there are other areas that the city and the council can focus their attention on that would be much more helpful in reducing our overall greenhouse emissions.

Here are several key points to keep in mind when making this consideration.

- Using all eclectic heaters and appliances currently is more expensive to operate. This will have an adverse effect to low-income residents. Please see information from LA times article and UCLA Published Research Study below. This problem is exasperated by the high cost for South Pasadena residents to participate in the Clean Energy Alliance.
- At this point and time sourcing all-electric heaters and appliances is more expensive.
- Many construction companies and general contractors, especially smaller ones, do not have the expertise in this type of construction. An unintended consequence could be incentivizing large development companies that have little concern for constructing development that is in line with our city's values and aesthetics.
- Many people, especially those that cook a lot, are strongly opposed to using electric stoves. Electric stoves do not work as well as gas when making many types of foods, especially ethnic ones. If nothing else as exemption for gas stoves should strongly be considered.
- Until such time that the most of the electrical grid derives it energy from renewable sources all-electric will not have a substantial effect on reducing greenhouse admissions. This still is still partially true in South Pasadena even with the Clean Energy Alliance, because many residents are opting out from the all renewable energy tier, because of its high cost.

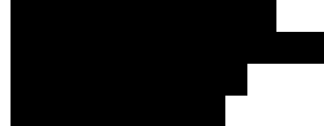
Waiting to make an all-electric mandate on new construction until such time that our states power grid can handle such a load, more of the grid is powered by renewable sources, and electrical heaters and appliances are as inexpensive to run as gas is prudent. Areas that would make more sense to mandate would be to:

- Increase the requirements for installing solar in new construction above the state mandated law.
- Increase the number of mandated electric parking spaces, especially for apartments, condos and retail spaces.

I know South Pasadena sees itself as a leader in climate change activism, but this mandate is a little before its time. However, if the council feels this is a direction they must go then I strongly urge them to make an exception to stove top cooking appliances.

Sincerely,
Jerilyn Chun

Source: LA Times Article and UCLA Study
https://www.latimes.com/business/story/2020-12-07/should-california-ban-gas-in-new-homes-a-climate-battle-heats-up?fbclid=IwAR3io2JR3vdzu0WGKdcGRuFgkb5xn2gCF2dABQSLyPXiloFM577WT6Swdnw
"UCLA researchers **published a study** - https://newsroom.ucla.edu/releases/california-policy-grid-renewable-energy last month concluding that Californians would probably pay more for energy under electrification mandates, and that "low-income residents of disadvantaged communities ... will be most adversely affected." They also concluded that phasing out gas appliances could cause electricity use to rise dramatically in the evenings, when California has already had trouble keeping the lights on, as evidenced by brief rolling blackouts this summer."

JERILYN CATHY SCHMIDT CHUN

jschmidt@greco.com jchun@greco.com

From: Andy Au <[redacted]>
Sent: Tuesday, December 15, 2020 10:13 AM
To: City Council Public Comment <ccpubliccomment@southpasadenaca.gov>; Michael Cacciotti <mcacciotti@southpasadenaca.gov>; Diana Mahmud <dmahmud@southpasadenaca.gov>; Evelyn Zneimer <ezneimer@southpasadenaca.gov>; Jon Primuth <jprimuth@southpasadenaca.gov>; Jack Donovan <jdonovan@southpasadenaca.gov>
Subject: Item #23 Building Code Update - All Electric for New Construction.

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Good Morning City Council Members,

My name is Andy Au and I'm a 24 year resident of the City.

South Pasadena has an opportunity to lead our region in combating climate change. I urge the City to make plan implementation a priority in 2021 and focus on actions that are the most impactful and cost-effective first.

For example, the City should join 40 communities across the state, including Culver City and Santa Monica, by adopting an all-electric building code for new construction.

All-electric buildings emit far less pollution and Greenhouse Gases than those powered by methane gas. They're also healthier for people who live in them. And they're safer in emergency situations such as earthquakes and fires.

As a South Pasadena resident who deeply cares about the future health and well-being of our community, I urge you to adopt the plan this evening and direct staff to prioritize plan implementation in 2021, starting with a building code update, which is listed as Emission Reduction Action E2 within the City's plan.

Thank you for your leadership on this issue,

Andy Au

-----Original Message-----
From: Casey Law <[redacted]>
Sent: Tuesday, December 15, 2020 2:12 PM
To: City Council Public Comment <ccpubliccomment@southpasadenaca.gov>
Subject: Comment on Item 23 of 16 Dec city council meeting

CAUTION: This email originated from outside of the City of South Pasadena. Do not click links or open attachments unless you recognize the sender and know the content is safe.

This is a comment on Agenda Item 23 (Climate Action Plan)

To the Members of the City Council,

I am Casey Law, a newly appointed member of the Natural Resources and Environmental Commission (NREC) of South Pasadena. I was appointed late in 2020, so I was not formally part of the decision to pass the Climate Action Plan (CAP). I have participated in a public comment session and provided comments through that process.

I wanted to write to personally express my support for the CAP, as submitted to the Council by NREC. The NREC, city staff, and Rincon Consultants have all worked hard to carefully define the scope of the Plan, solicit input, and identify specific actions for our city. These actions will mitigate the effects of, and our contributions to, global climate change.

Climate change is affecting the lives of city residents today and that impact will only grow in time. The scope of the challenge may cause some to lose hope. However, I feel that the biggest risk we face is losing the will to act locally, as local actions define the context for national and global actions. This city has developed a plan that identifies the problem, defines how our city wants to respond, and sets up a process to keep track of the effectiveness of that response.

The choices we make are not cost-free, but they are quantifiable and effective at addressing the climate change problem. By approving the CAP, South Pasadena will join the growing ranks of cities that have acknowledged their contributions to climate change and taken steps to reduce that impact.

Respectfully,
Casey J. Law, PhD

From: Wesley Reutimann < >
Sent: Tuesday, December 15, 2020 4:46 PM
To: City Council Public Comment <ccpubliccomment@southpasadenaca.gov>; Michael Cacciotti <mcacciotti@southpasadenaca.gov>; Diana Mahmud <dmahmud@southpasadenaca.gov>; Evelyn Zneimer <ezneimer@southpasadenaca.gov>; Jon Primuth <jprimuth@southpasadenaca.gov>; Jack Donovan <jdonovan@southpasadenaca.gov>
Cc: David Diaz < >
Subject: Agenda Item #23 - South Pasadena Climate Action Plan

CAUTION: This email originated from outside of the City of South Pasadena. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good evening Mayor, Council and staff,

On behalf of ActiveSGV Executive Director David Diaz, I am submitting the attached comment letter regarding item #23 on Wednesday's agenda.

Thank you for your time and consideration,

Wesley Reutimann

ACTIVE SGV

activeSGV.org #ActiveSGV

ADVISORY BOARD

Vincent Chang

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Chris Tran

December 15, 2020

South Pasadena City Council
1414 Mission St.
South Pasadena, CA 91030

RE: SUPPORT | Agenda Item #23 - South Pasadena Climate Action Plan

As a place-based organization dedicated to realizing a more sustainable, equitable, and livable San Gabriel Valley, ActiveSGV is pleased to support the adoption and timely implementation of the South Pasadena Climate Action Plan.

ActiveSGV applauds the City for continuing to lead on public health and environmental issues. Over the past decade South Pasadena:

- joined the first group of cities in southern California to make 100% green power the default standard for residents, along with Sierra Madre, Ojai, Oxnard, Ventura, West Hollywood, Thousand Oaks, and Santa Monica, among others;
- set the bar for the nation by adopting a zero-emission, all-electric municipal park maintenance program in 2016; and
- adopted strong smoke-free policies for housing, parks, and public spaces.

The plan before you today, if adopted and implemented forthwith, would build upon this legacy of leadership on clean air, public health, and climate action.

The time sensitive nature of this work cannot be understated. **The San Gabriel Valley still suffers from some of the worst air quality in the United States**, and the problem is still getting worse. After decades of steady improvements, air quality in the South Coast Air Basin has been on the decline over the past decade; climate change is expected to further exacerbate air pollution. Currently, the San Gabriel Valley averages 32 days per year where daytime temperatures exceed 95°F. According to UCLA researchers, this number could skyrocket to an average of 74 days per year by 2050, and an average of 117 days annually -- *a full five months above 95°F* -- by 2100. A hotter future with less rain will make it harder to clean our air and improve health.

In 2019 ActiveSGV, UCLA, and the Energy Coalition conducted a study of indoor air quality within older homes and apartments in the San Gabriel Valley. Homes were outfitted with air quality monitors for two weeks each in Summer and in Winter 2019. In homes with gas appliances, indoor air pollution (PM2.5 and NO2) was commonly worse than outdoor air pollution, particularly during colder months.[1]

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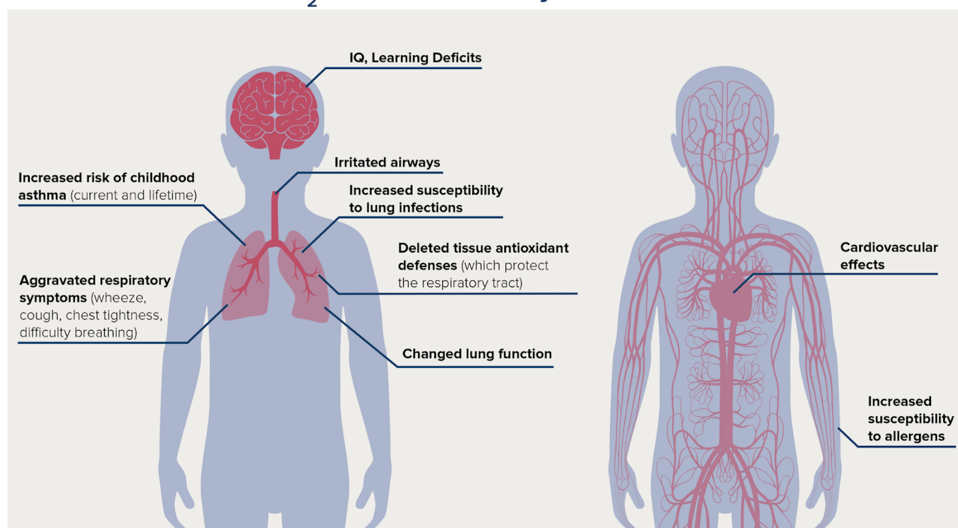
[1] Healthy Home Study (2019), www.activesgv.org/healthy-home-study.html

The health impacts of indoor air pollution are devastating. Gas stoves and furnaces produce a range of pollutants, including particulate matter (PM), nitrogen dioxide (NO2), carbon monoxide (CO), and formaldehyde. Over the course of several decades public health researchers have compiled a growing body of evidence linking the use of such gas appliances, especially for cooking, with increased risk of negative health outcomes including asthma and other respiratory illnesses, cognitive impairments, and some cancers.

A 2013 meta-analysis of 41 studies found that children living in homes with gas stoves had a 42 percent higher risk of experiencing asthma symptoms, and a 24 percent increase in the risk of being diagnosed with asthma over their lifetime.[2] More recently, a 2018 study from the University of Queensland found that more than 12 percent of the total burden of childhood asthma in Australia was attributable to the use of gas stoves, which 38 percent of households rely on for cooking.[3] In 2020 Harvard researchers also found that the risk of dying from COVID-19 goes up 8% for each increase of 1 µg/m3 of PM2.5.[4]

Gas stoves can produce elevated levels of Nitrogen Dioxide (NO_2), a toxic gas.
Health Effects of NO_2 in Children May Include:



Source: Rocky Mountain Institute - https://rmi.org/insight/gas-stoves-pollution-health)

The growing evidence of the dangers of gas stoves prompted the New England Journal of Medicine to publish an editorial recommending that "new gas appliances be **removed from the market**."[5]
The economic costs of long-term, chronic illnesses such as asthma is billions in healthcare fees and diminished productivity to LA County.[6] These costs directly impact South Pasadena working families

[2] International Journal of Epidemiology, Volume 42, Issue 6, December 2013, Pages 1724–1737, https://doi.org/10.1093/ije/dyt150
[3] Knibbs, Luke D., Woldeyohannes, Solomon, Marks, Guy B., and Cowie, Christine T. (2018). *Damp housing, gas stoves, and the burden of childhood asthma in Australia. Medical Journal of Australia 208* (7) 299-302. https://doi.org/10.5694/mja17.00469
[4] Wu, X., Nethery, R. C., Sabath, M. B., Braun, D. and Dominici, F., 2020. Air pollution and COVID-19 mortality in the United States: Strengths and limitations of an ecological regression analysis. *Science advances,* 6(45), p.eabd4049. https://projects.iq.harvard.edu/covid-pm
[5] Philip J. Landrigan, M.D., Howard Frumkin, M.D., Dr.P.H., and Brita E. Lundberg, M.D.,The False Promise of Natural Gas, www.nejm.org/doi/pdf/10.1056/NEJMp1913663?articleTools=true
[6] Zhu, Yifang et al, Effects of Residential Gas Appliances on Indoor and Outdoor Air Quality and Public Health in California, UCLA Fielding School of Public Health, April 2020, https://ucla.app.box.com/s/xyzt8jc1ixnetiv0269qe704wu0ihif7

who have to bear the associated burdens of juggling additional doctor's visits, medication, missed school and work days. Lower-income families who are more likely to reside in older units and homes with leaky gas appliances (and the inability to upgrade them) are at particular risk and least able to shoulder the associated costs. This impacts families and the agencies and public services they rely on, including the SPUSD, left to accommodate more asthmatic children than it otherwise would.

Plan Implementation

As you look to next steps, ActiveSGV encourages the City to focus on the most cost-effective and impactful actions within the plan first. Viewed within this framework, Emission Reduction Action E.2 within the City's Plan stands out -- *Electrify 100% of newly constructed buildings*.

Over the past few years 40 communities across California, including the cities of Ojai and Santa Monica, have adopted all-electric building codes for new construction, recognizing the benefits for the climate, air quality, public health, public safety, and housing affordability. These policies are focused on new construction, newly relevant given mandates for additional housing over the coming years. Importantly, adopting a local REACH code would not require existing homeowners or renters to ditch their gas appliances or stoves. What's at stake is the design and safety of hundreds of new units in the future, not today's many existing households, which would remain free to maintain their gas appliances, if they wish. A local REACH would only impact new construction; future residents could choose to purchase or rent an all-electric unit. Finally, like many such ordinances, the proposed code update would only incur nominal costs for staff time in its preparation.

The case for building electrification is neatly summarized on Page 35 of the Draft Plan:

> *Electrification of new buildings is a cost-effective and socially equitable way many cities in California are reducing GHG emissions and protecting public health. Specifically, all-electric buildings are more efficient, and in California, produce lower utility bills. For example, an all electric new single-family home in South Pasadena can cost around $3,000 less to build and produce lower energy bills as compared to a mixed fuel home. The reduced energy bills of all electric homes is also expected to relieve the future energy burden of low-income families due to a projected increase of natural gas prices resulting from more efficient appliances and wider adoption of electrification across the state. Lastly, the burning of natural gas in poorly ventilated areas can cause a drastic increase of harmful indoor pollutants that are linked to increased risk of respiratory illnesses, so switching to electric appliances is a step towards improving public health.*[7]

Industry Obfuscation

As you consider this evidence-based policy, you are likely to be inundated with misinformation from oil and gas-funded or affiliated groups. This is part of a concerted effort by Sempra / SoCalGas to confuse the public and policymakers over the past six years. These tactics have received increasing coverage by the press in recent years, highlighting industry misuse of ratepayer funds[8] on

[7] South Pasadena Climate Action Plan, 35, www.southpasadenaca.gov/home/showpublisheddocument?id=24528

[8] Roth, Sammy, "SoCalGas shouldn't be using customer money to undermine state climate goals, critics say," *Los Angeles Times*, November 22, 2019, www.latimes.com/environment/story/2019-11-22/socalgas-climate-change-customer-funds

disingenuous campaigns to mislead local cities by adopting the language of social justice[9] and seeking support for “balanced energy solutions” that implicitly include fossil fuels,[10] actively undermining climate change efforts. In 2021 Sempra / SoCalGas is expected to face a considerable fine from the California Energy Commission -- potentially on the order of $380 million[11] -- for charging ratepayers, rather than shareholders, for some of its contributions to gas industry advocacy groups that lobby to preserve and promote the use of methane gas, and forestall climate and energy efficiency policies.

SoCalGas shouldn’t be using customer money to undermine state climate goals, critics say

Tera Lecuona of Porter Ranch holds a protest sign during a hearing in Granada Hills over a methane leak at Southern California Gas Co.'s Aliso Canyon Storage Facility. (Richard Vogel / Associated Press)

LA Times Coverage of SoCalGas Misappropriation of Ratepayer Fund - November 22, 2019

We urge the Council to build upon the City’s record of supporting evidence-based public health and environmental policy by:

1) **Adopting the Final Climate Action Plan, and**
2) **Directing staff to return with REACH code options to require the electrification of new buildings in South Pasadena.**

ActiveSGV strongly supports the adoption of REACH codes to realize healthier, safer, more sustainable housing. If you have any questions regarding this letter or our work to improve the health and well-being of all South Pasadenans, please contact me at 626-602-5064 or david@activeSGV.org.

Thank you for your time and consideration,

[9] Roth, Sammy, “The fossil fuel industry wants you to believe it’s good for people of color”, *Los Angeles Times*, November 23, 2020, www.latimes.com/business/story/2020-11-23/clean-energy-fossil-fuels-racial-justice
[10] Roth, Sammy, “California ditched coal. The gas company is worried it’s next,” *Los Angeles Times*, October 22, 2019, www.latimes.com/environment/story/2019-10-22/southern-california-gas-climate-change
[11] Chediak, Mark, “California Watchdog Wants SoCalGas to Pay Bigger Lobby Fine”, *Bloomberg*, December 11, 2020, www.bloomberg.com/news/articles/2020-12-12/california-watchdog-wants-socalgas-to-pay-bigger-lobbying-fine

David Diaz
Executive Director

CA Communities with REACH Codes[12]

As of December 2020, forty CA cities (listed with the most recent city first) have adopted building codes to reduce their reliance on gas.

40. Oakland- Requires all newly constructed buildings to be all-electric.
39. Ojai- Requires all-electric new construction for buildings with some exceptions.
38. Sunnyvale- Requires newly constructed residential and commercial buildings to be all-electric with an exemption for gas fuel cells. Restaurants may apply for an exemption.
37. Millbrae- Requires all-electric residential and commercial buildings with exemptions for laboratories, restaurants and gas cooking/fireplaces.
36. Los Altos- Requires all newly constructed buildings to be all-electric with exemptions for gas cooking/fireplaces in residential buildings with 9 units or less, laboratories and restaurants.
35. East Palo Alto- Requires that new residential and commercial buildings be all-electric, with exceptions for affordable housing, and commercial kitchens.
34. Redwood City- Adopted a reach code requiring all-electric new construction for commercial and residential buildings, with exceptions for multiple specific building types such as laboratories.
33. Piedmont- Promotes all-electric new construction for low-rise residential buildings and incentives electrification for renovations of low-rise residences.
32. San Anselmo- Promotes all electric housing by requiring higher energy efficiency requirements for mixed fuel projects and prewiring for al electric kitchens.
31. Burlingame- Requires all electric new construction for projects with exemptions for single-family and commercial projects for gas cooking and fireplaces.
30. Santa Cruz- Requires all electric new construction with exemptions for projects that are deemed to be in the public interest and for restaurant cooking.
29. Hayward- All new residential buildings are required to be all-electric and nonresidential and high-rise residential buildings are electric preferred. Mixed-fuel buildings must install solar panels, and the energy budget must be 10 percent better than code.
28. Richmond- Requires new residential buildings over three stories to have prewiring for electric readiness and to support all-electric clothes dryers and space and water heating. Allows gas to power stoves and fireplaces. Requires all buildings under three stories to build all-electric and install a minimum amount of on-site solar based on square footage.
27. San Mateo County- Requires that no gas or propane plumbing is installed in new buildings, and that electricity be used as the energy source for water and space heating and cooking and clothes drying appliances.
26. Campbell- Requires all-electric space and water heating in new residential buildings, accessory dwelling units, and major remodels.
25. San Francisco recently expanded on their building electrification ordinance, now requiring that all new construction be all electric starting June 1st 2021
24. Los Altos Hills- Requires electric space and water heating in new low-rise residential buildings.
23. Cupertino- Requires all buildings, including accessory dwelling units, to be all-electric. Also requires outdoor pools, spas, and barbeques to be included within the definition of an all-electric building.
22. Los Gatos- Requires all newly constructed single-family and low-rise multifamily buildings to be all-electric.

[12] Sierra Club, "CA Cities Lead the Way to a Gas Free Future." Accessed on 12/10/2020: www.sierraclub.org/articles/2020/12/californias-cities-lead-way-gas-free-future

21. Healdsburg- Requires electrification for most appliances but grants an exemption for gas cooking and fireplaces.
20. Brisbane- Requires all newly constructed single-family homes and low-rise multifamily buildings to be all-electric. Allows exemptions for cooking appliances but requires pre-wiring for electric readiness.
16. Santa Rosa- Requires all newly constructed low-rise residential buildings to be all-electric.
15. Milpitas- Limits gas infrastructure for newly constructed buildings on city-owned property.
14. Alameda- Limits gas infrastructure for new residential construction on city-owned property.
13. Palo Alto- Requires all newly constructed low-rise residential buildings to be all-electric, plus higher energy-efficiency standards and electrification readiness in mixed-fuel non-residential buildings. Will revisit all-electric requirement for non-residential new construction in 2021.
12. Morgan Hill- Phases out gas hookups in all newly constructed residential buildings and most nonresidential buildings.
11. Mountain View- Requires electrification for new residential and nonresidential buildings. Does not exempt gas stoves, fireplaces, or firepits in residential buildings.
10. Marin County- Offered three compliance pathways for newly constructed buildings in unincorporated buildings: one for all-electric construction, one for limited mixed-fuel construction that has fewer efficiency requirements because it uses less gas but allows gas stoves, and one for mixed-fuel construction that requires the most strict compliance with Cal Green Tier 1 and electrification-readiness requirements.
9. Davis- Requires higher energy-efficiency standards and electrification readiness in mixed-fuel buildings.
8. San Jose- San Jose passed a natural gas prohibition for all new building types, with limited temporary exemptions, becoming the largest city in the nation to do so.
7. Menlo Park- Requires all-electric new construction for residential buildings as well as new nonresidential buildings but allows an exemption for cooking appliances in low-rise residential buildings.
6. Santa Monica- Requires additional energy-efficiency measures for new residential and nonresidential buildings that use gas.
5. San Mateo- Requires new residential buildings and buildings with office-use to be all-electric. Adds additional requirements for rooftop solar and electric vehicle charging.
4. San Luis Obispo- Requires additional energy efficiency and electrification readiness for all newly constructed buildings and adds a small fee for new mixed-fuel buildings based on expected gas consumption.
3. Windsor- Mandates all-electric new construction for low-rise residential buildings, including single-family homes, multifamily homes with fewer than four stories, and detached accessory dwelling units (but attached ones are exempt).
2. Berkeley- Phases out gas hookups in all newly constructed residential buildings and most nonresidential buildings.
1.Carlsbad- Requires heat pump water heaters or solar thermal water heating in new residential buildings that have fewer than four stories.

From: Diana Coronado <[redacted]>
Sent: Tuesday, December 15, 2020 5:09 PM
To: CCO <cco@southpasadenaca.gov>
Cc: Julian Lee <jlee@southpasadenaca.gov>; Arpy Kasparian <akasparian@southpasadenaca.gov>; City Council Public Comment <ccpubliccomment@southpasadenaca.gov>
Subject: BIA-LAV Letter South Pasadena Climate Action Plan

CAUTION: This email originated from outside of the City of South Pasadena. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Mayor & City Council Members,

Attached is the Building Industry Association's Oppose Unless Amended letter on the City's Climate Action Plan (CAP) document.

Should you have any questions please contact me using the information below.

Thank you,
Diana

Diana Victoria Coronado
Vice President

Building Industry Association of Southern California, Inc.
dcoronado@bialav.org
ph: (951) 233-1506 **w**: bialav.org
New Mailing Address: 17192 Murphy Ave., #14445, Irvine, CA 92623
Baldy View • Los Angeles/Ventura • Orange County • Riverside County

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Alyssa Trebil, *DuctTesters, Inc.*

Brett Trebil, *Watt Communities*

Christine Villegas, *Chelsea Investment Corp*

Rick White, *Larrabure Framing*

December 15, 2020

Mayor Diana Mahmud, District 5
Mayor Pro Tem Michael A. Cacciotti, District 4
Councilmember Evelyn G. Zneimer, District 1
Councilmember Jack Donovan, District 2
Councilmember Jon Primuth, District 3
South Pasadena City Hall
1414 Mission Street
South Pasadena, CA 91030

Re: BIA-LAV Comment Letter – South Pasadena Draft Climate Action Plan (CAP) – Oppose Unless Amended

Dear Chair & Commissioners,

The Los Angeles/Ventura Chapter of the Building Industry Association of Southern California, Inc. (BIA-LAV), is a non-profit trade association focused on building housing for all. On behalf of our membership, we are submitting this letter that outlines our comments on the City's "Draft Climate Action Plan" (CAP). We hope that our feedback is evaluated and considered in the Final CAP. As we requested at the Natural Resources and Environmental Commission (NREC) meeting in August, **we, again, are asking that the CAP not be adopted until the goals and methodology are reevaluated to assess the impacts of COVID-19, that there be a housing production analysis, and that the cost effectiveness studies and planning strategies (included in the document) take place ahead of CAP action implementation.**

The staff report on this item does not reflect BIA-LAV as having submitting comments, which was done during the (NREC). This letter echoes the same concerns we included in our first letter and in our testimony to the Commission. BIA-LAV and our members have been ardent supporters of the sustainability goals described in the Draft CAP. In fact, new construction has led the way in the adoption of natural resource resiliency, and energy efficiency. Particularly, California and Los Angeles County have some of the highest environmental standards in the Country; CALGreen is the first-in-the-nation mandatory green

building standards code and the Building Energy Efficiency Standards, Title 24, Part 6 & Part 11 update (Energy Standards) include mandated solar for all new housing construction. Additionally, according to the California Energy Commission, the Energy Standards are a unique California asset that have placed the State at the forefront of energy efficiency, sustainability, energy independence, and climate change issues, and have provided a template for national standards within the United States, as well as for other countries around the globe. LA County not only exceeds State standards, but we go far and above them. It is our goal to work with staff and City officials in striking the right balance of environmentally sustainable practices that also allows for the fair production of housing. Below, we have bifurcated our comments between general "Considerations" when creating this CAP and specific "Concerns & Suggestions" on actions within the CAP:

Considerations

1. **COVID-19:** Ahead of sharing our comments, we ask that the City reevaluate the actions and recommendations made in the Draft Plan based on COVID-19 realities. While we appreciate the mention of the pandemic within the Plan and as a sidetone in the funding strategies, we remain concerned that the Draft CAP actions and suggestions were prepared without the considerations of COVID-19 on current conditions. We do not yet know the full extent of the pandemic's reach on the Plan's strategies and methodologies. Examples, such as, telecommuting and office space reduction change the greenhouse gas (GHG) assumptions that went into forecasting and evaluating the needs of the City to reach its goals. The methodology shown on pages 26, 28 and 29 can no longer be described as "business as usual", these calculations will be significantly impacted, and other examples are found throughout the document. We do not believe that the City should adopt a policy that stands to have a long-lasting impact on the community without considering the effects of the pandemic on this Plan.

2. **Housing Crisis:** We cannot lose sight that the State and the region are experiencing a housing and homelessness crisis. As the City evaluates the CAP, there should be a focus on strategies that allow for the development of residential building. According to the Southern California Association of Governments (SCAG) the City will be responsible for the creation of over 2,100 home as a part of their Regional Housing Needs Assessment (RHNA) allocation to meet the housing shortfall. In tandem with the CAP, the City should also be working on efforts to increase home ownership attainability, housing affordability and stopping rising homelessness. If the policies within the CAP make it harder to build housing or more costly to provide housing opportunities, those actions should be reevaluated within this scope to ensure that the City's housing needs are still being met.

We suggest the application of a housing feasibility/impact analysis or study when evaluating the goals affecting housing construction. The consideration of the housing crisis is connected to our third consideration related to funding, found below.

3. **Funding:** When new regulations for housing production are introduced, like this Plan, we advocate for the use of incentives and existing revenue streams to act as funding sources to meet the goals of a plan or ordinance. We are encouraged to see that the Plan recognizes the need to keep updating the CAP as new technologies and regulations are adopted for different sectors and industries, as outlined on page 34. This helps to eliminate costly and unnecessary duplication with regional, state and federal regulations. Also, page 34 and 37, 70 and 71 include language that supports City government in providing permit incentives and grant opportunities to meet its CAP goals. The BIA emphatically supports this suggestion. On the other hand, often times mandates move more quickly than what technology or existing infrastructures are prepared to absorb. One of the CAP's goals is to adopt an Electric Vehicle Readiness Reach Code, requiring new commercial construction to provide the minimum number of EV capable spaces to meet Tier 2 requirements. In the same Plan, there is a suggestion to Develop an EV Readiness Plan to establish a path forward to increase EV infrastructure within the City and promote mode shift to EVs. The latter should be worked out first in order to inform the feasibility of the goals described in the former. The CAP should be adopted in phases to ensure that the most current information is gathered and studied before solutions and actions are adopted. There is mention of conducting cost effectiveness studies within the Plan, this is a prudent step and should be considered in tandem with our suggested housing impact study.

In addition to, and with the above considerations in mind, below are specific comments on the CAP document actions otherwise described as "Plays and Moves" for the City to incorporate when deliberating the final CAP:

Concerns & Suggestions

1. **Page 40: E.2 Require electrification of 100% of newly constructed buildings (Also applicable to all references and strategies related to private building electrification found on pages 33, 40 -43, 69, 71-74 and all the Plays: E.2.a – E.2.f)**

   Page 52: W.1.f Implement 100% renewable power for all pumping and treatment of water.

California has already adopted aggressive greenhouse gas emission reduction targets. This includes returning to 1990 levels by 2020, 40% below 1990 by 2030, and carbon neutrality by 2045. Buildings already have to be in compliance with the CALGreen building code. In January of this year, the State adopted its most recent triannual building code updates. The California Energy Commission states that the latest codes, cut energy use in new homes by more than 50 percent and we are the first in the nation to require solar photovoltaic systems. As a result of these actions, the CEC equates the reduction of GHG emissions to taking 115,000 fossil fuel cars off the road. New construction is leading the way in decreasing carbon emissions and is already on track to meet the State's aggressive goals. Trying to move above and beyond these standards without the readiness of technology or infrastructure would be unproductive. Instead of a blanket mandate, we would prefer to see this goal begin as a voluntary, incentive-based approach.

We are glad to see that Play E.2.f provides for minor allowances for certain site development standards when there's no practical ways to design a project to be all electric. When reviewing the Plays as a part of Move E.2 implementation, Play E.2.e - Adopt an Electrification Readiness reach code for all new buildings and accessory dwelling units which bans the piping of natural gas, is the most extreme and very restrictive (particularly when applied to Accessory Dwelling Units (ADU), which have been proven to be a cost-effective way to provide affordable housing across the State). On page 74, Move E.4j* instructs the City to work with Southern California Edison (SCE) and the Clean Power Alliance (CPA) to develop a program timeline for increasing resilience to power losses, including Public Safety Power (PSPS), and climate-driven extreme weather events for low-income, medically dependent, and elderly populations through installation of renewable energy and onsite energy storage with islanding capabilities, following appropriate project-level environmental review. As described under point 2. Funding in our Considerations comments, this action should be taken before decarbonization or other electrification initiatives take effect within the City. This will equip decision makers with a full understanding of what it will take to implement these type of reach codes. Currently, we depend on the availability of natural and renewable gas to provide Californians with energy affordability, choice, and reliability through diversified energy options. With our recent power outages, our energy reliability is not providing an example of confidence to consumers purchasing and renting homes with one energy source.

2. **Page 40: E.3 Electrify 5% of existing buildings by 2030 and 80% by 2045. (Also applicable to all references and strategies related to private building electrification found on pages 33, 40-43, 72 and all the Plays: E.3.a – E.3.j)**

According to a 2018 study conducted by BIA-LAV's State arm, the California Building Industry Association (CBIA), switching to all-electric appliances would cost California consumers over $7,200 upfront, with an estimated total annual increase of $877 in appliance and energy costs. In homes with natural gas appliances, this would include swapping those appliances for all electric alternatives and upgrading wiring and electrical panels. This, along with higher electricity bills, could increase energy costs for households across Southern California's 7 million single-family homes. Before this type of action takes place it's important that Play E.3.f - Perform an existing buildings analysis in order to understand the potential for electrification retrofitting in South Pasadena and establish a roadmap for eliminating natural gas from existing buildings, should be enacted. This would provide a fuller scope of the potential impacts due to Move E.3.

As in E.2, when E.3 is deliberated, we would prefer to see an incentive-based approach, instead of a mandate. Voluntary, incentive processes have been proven to work for the production of specific housing goals. Recently, the City of Los Angeles provided a report that detailed the affordable housing produced through their Transit Oriented Communities (TOC) program, the voluntary, incentive-based component of Measure JJJ. While housing is being stifled by the mandatory component the voluntary arm is thriving. According to the report, since TOC started in late 2017, more than 27,000 new housing units have been permitted, and affordable housing units proposed are up 160%. The incentives are based on a tiered system that increase with the amount of affordable housing dedicated to the project. In this incentive example, the City was facing a deficit of affordable housing units and used a targeted system to try to meet the shortfall by giving home builders a carrot instead of a stick. The City found this approach to be more effective in meeting their housing goals. This successful outcome can be applied to the City of South Pasadena's interest in Electrifying 5% of existing buildings by 2030 and 80% by 2045, instead of a using a mandated system.

If Move E.3 was a mandated system it would require higher costs, and more hurdles in the permitting process if residents tried to renovate their homes. However, if it were a voluntary, incentive driven processes it would promote the equity described throughout the CAP document. This would limit the imposition of new costs on the segments of the community that have the least ability to shoulder increased cost, as outlined on page 70. Actions to reduce costs on residents such as Paly E.3.b and E.3.d are imperative to this mission. These Plays would require that the City keep an updated list of rebates and incentives available to residents who convert their buildings to electric power and provide

rebates for residential replacement of natural gas-powered air and water heating appliances with electric-powered.

3. **Page 40: E.4 Develop and promote reduced reliance on natural gas through increased clean energy systems that build off of renewable energy development, production, and storage (Also applicable to all references and strategies related to reduced reliance on natural gas found on pages 33, 40, 44, 45, 73 and 74 and all the Plays: E.4.a – E.4.j*)**

   Our concerns of the accelerated reduction of natural gas have been presented under "Concerns & Suggestions" in points 1. and 2., above. Also described in point 3. Under "Considerations", before the E.4 Move is enacted, Plays E.4.a and E.4.c should be assessed to carry out E.4. E.4.a calls for a Feasibility Study to assess cost and applicable locations for installation of battery back-up systems or generators throughout the City in support of the General Plan, and E.4.c asks that a "micro-grid" Feasibility/Pilot Study be conducted. The results of these studies will help establish what actions are realistically able to be adopted before moving forward with Move E.4, and also could help inform E.2. and E.3. actions.

   Again, the City is trying to develop reach codes that go far beyond what has been negotiated by all stakeholders at the state level during the State's regularly scheduled triannual building code updates. Play E.4.d is trying to expedite a Solar Action Plan with a goal of meeting 50% of South Pasadena's power demand through solar by 2040. While Play E.4.f would enact the creation of a PV (Solar) Ordinance requiring newly constructed and majorly renovated multi-family and commercial buildings to install PV systems with an annual output greater or equal to 25% of buildings electricity demand and Play E.4.g requires all new structures or major retrofits to be pre-wired for solar panel. If South Pasadena adopts these Plays, this would put them at a disadvantage in attracting much needed multifamily housing when compared to neighboring jurisdictions. We again would encourage a voluntary, incentive-based approach instead of the suggested mandated ordinances to reach the City's renewable energy goals. Included in these goals we are glad to see the City looking for solutions to energy storage described in E.4.b to promote the installation of storage technology in concert with renewable energy infrastructure. This should be considered ahead of the aforementioned actions.

4. **(Page 55): T.1.b Adopt an EV Charging Retrofits in Existing Commercial and Multifamily Buildings reach code requiring major retrofits, with either a permit value over $200,000 or including modification of parking surfaces or electric panels, to meet CalGreen requirements for "EV Ready" charging spaces and infrastructure.**

(Page 56): T.1.f Adopt an EV Readiness Reach Code requiring new commercial construction to provide the minimum number of EV capable spaces to meet Tier 2 requirements (20% of total).

California's Green Building Standards (CALGreen) Code already requires new multifamily housing developments with 17 units or more to install EV charging infrastructure in at least 3 percent of total parking spaces, which has been recommended for increase at a lower level than described here. Instead of adopting a reach code to move past this, the City should incentivize the modifications listed in Play T.1.b by using Play T.1.c. This would encourage the development of multifamily EV charging stations by streamlining the permit processes (city, county, state, utility) for electric vehicle charging infrastructure and alternative fuel stations. As described above, before these actions are carried out the City should first enact T.1.a on (Page 74). This would develop an EV Readiness Plan to establish a path forward to increase EV and conduct a community EV Feasibility Study to assess infrastructure needs and challenges. This should be done before Plays T.1.b and T.1.f are adopted.

5. **(Page 56): T.2. Implement programs for public and shared transit that decrease passenger car vehicle miles traveled 2% by 2030 and 4% by 2045.**

   (Page 57): T.D.2 Adopt a Transportation Demand Management (TDM) Plan for the City that includes a transit system focus. Provide incentives for implementation of TDM measures at local businesses and new developments.

   (Page 57): T.3 Develop and implement an Active Transportation Plan to shift 3% of passenger car vehicle miles traveled to active transportation by 2030, and 6% by 2045.

   (Page 76 Funding): T.3.b Conduct a Street/Intersection Study to identify streets and intersections that can be improved for pedestrians and bicyclists through traffic calming measures and/or where multi-use pathway opportunities exist to increase active transportation.

   According to CalTrans (California Transportation Department), implementing Senate Bill 743 (SB 743) requires new metrics and new considerations for transportation impact analysis under California's Environmental Quality Act (CEQA) called Vehicle Miles Traveled (VMT). This new transportation impact analysis is being applied to eligible new construction calculated by multiplying the number of vehicle trips that a proposed

development will generate by the estimated number of miles driven per trip. The Plays and strategies enumerated above should be counted toward mitigation efforts for development required to do a VMT analysis.

6. **(Page 58 and 76): T.3.e Conduct a nexus study and develop an ordinance requiring payment of fees from development projects to implement safe active transportation routes and infrastructure citywide.**

   Unlike other development types, residential development is uniquely subject to a variety of community benefit fees such as; school district, park and recreation fees, and property and parcel taxes, A portion of these fees are often used to provide city infrastructure maintenance and park improvements. Any extra fee added to the cost of producing housing will drive up the cost of housing for those that already can't afford it. This will only exacerbate the affordability issues associated with housing. We are opposed to this action.

7. **Page 56: SW.2.e Adopt an ordinance requiring compliance with Sections 4.410.2, 5.410.1, 4.408.1, and 5.408.1 of the California Green Building Standards Code related to construction of buildings with adequate space for recycling containers and construction and demolition (C&D) recycling.**

   Page 56 & 79: SW.2.f Implement the City General Plan, requiring construction sites to separate waste for proper diversion and reuse or recycling.

   Page 58 and 80: CS.1.b Adopt a Greenscaping Ordinance that has a street tree requirement for all zoning districts, has a shade tree requirement for new development, requires greening of parking lots, and increases permeable surfaces in new development.

   Currently, the California Green Building Standards Code address both recycling and demolition for construction, and tree requirements. Related to tree requirements many of these stipulations are already captured in developer agreements and other planning procedures required by the City. As both State and local governments move to address updated climate and sustainability targets, builders need clarity and certainty when new regulations are changed or introduced, especially when existing investments and current projects are impacted. The adoption of added regulations in a City CAP should ensure that the protocols are not duplicative in costs and regulatory efforts, are not in conflict with one another, and don't contradict similar laws and goals. This point is imperative when

finalizing this document.

As a conclusion to this comment letter, we want to harken back to focusing on the current housing shortfall. California ranks top in the United States for poverty and homelessness – both of which are largely attributable to the housing supply shortage and sky-high housing prices that are nearly three times above the national average. Balancing the need to address sustainability efforts should not negatively impact housing when achieving this goal. **For those reasons, we are requesting that staff reevaluate the Draft CAP to assess the impact of COVID-19, and incorporate our comments and suggestions, above.** BIA-LAV believes that this list of priorities will provide balance to the current CAP Draft.

There will be ample opportunity ahead for the City to reshape the proposed Plan into a functional, meaningful tool by which to address GHG goals. Unfortunately, the current Draft is not workable solution – especially not for this moment. Should you have any questions, please contact BIA-LAV Vice President, Diana Coronado, at dcoronado@bialav.org.

Sincerely,

Diana Victoria Coronado
Vice President
BIA - Los Angeles/Ventura

Sent via e-mail

CC:
Maria E. Ayala, Chief City Clerk
Julian Lee, Deputy Public Works Director
Arpy Kasparian, Water Conservation and Sustainability Analyst

From: Laurie Wheeler <[redacted]>
Sent: Wednesday, December 16, 2020 11:06 AM
To: City Council Public Comment <ccpubliccomment@southpasadenaca.gov>
Cc: 'Berk, Andrew (Avison Young - US)' <[redacted]>
Subject: Public Comment for Agenda Item #23, Open Session, 12/16/2020 Meeting

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See attached letter from the South Pasadena Chamber of Commerce Board of Directors, submitted as public comment on Item 23 on the open agenda of the Dec. 16, 2020 City Council meeting.

Thanks!

Warm Regards,
Laurie

Laurie Wheeler
President/CEO
South Pasadena Chamber of Commerce

Board of Directors 2020-2021
ADMINISTRATION
Laurie Wheeler
President/CEO

BOARD CHAIR
Andrew Berk
Avison Young
Commercial Real Estate

IMMEDIATE PAST CHAIR
Sam Hernandez
Paradise
General Contractors

TREASURER
Kris Morrish
The Kutzer Company

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South Pasadena Kiwanis

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Dahl Architects, Inc.

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Karla Thompson, DDS
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Athens Services

Ray Delgado
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Camille DePedrini
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Janice Lupien
Arroyo Vista Inn

Jason Mak
Golden Oaks
Apartments

Elda Marquez
Real Estate Heaven

Lawrence Sin
Core Benefits

THE SOUTH PASADENA
CHAMBER OF COMMERCE

December 14, 2020

South Pasadena City Council
Mayor Diana Mahmud
Mayor ProTem Michael Cacciotti
Councilmember Jack Donovan
Councilmember Jon Primuth
Councilmember Evelyn Zneimer

Dear Mayor, Mayor ProTem and Councilmembers,

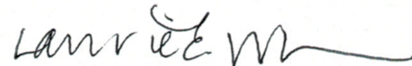
The South Pasadena Chamber of Commerce has reviewed the draft Climate Action Plan (CAP) and commends the City Council, City staff, commissions and the community for embarking on this ambitious plan to reduce greenhouse gas emissions in the city.

California's ambitious climate goal of moving toward being carbon-neutral is commendable and the Chamber agrees on the overall goals of achieving this goal. The Chamber would like to urge the Council to consider the adoption of a diverse portfolio of both clean and renewable energy options from which residential and commercial customers can select. There are many alternatives in various stages of development, such as renewable natural gas and hydrogen, and as such, we suggest that the city not limit energy options to just one source as market, consumer and worldwide variances and conditions remain fluid and dynamic.

Utility infrastructure that is already in place can and should be leveraged because it is extremely land and capital-intensive. As an example, we are aware that the gas utility industry is looking for ways to repurpose the existing infrastructure and help the state achieve its climate goals faster, cleaner and more cost effectively. There are tremendous possibilities in repurposing the existing gas pipeline system to store and distribute renewable hydrogen or other resources to help displace traditional fossil fuels for all gas customers.

The Chamber looks forward to the adoption of an overall Climate Action Plan that achieves, and perhaps exceeds, the state-wide GHG reduction goals, and we stand ready to partner with the city to implement the components of the plan in a way that supports and sustains our environment and the business community.

We thank you for your consideration.



Laurie Wheeler
President/CEO

P.O. BOX 3446 | SOUTH PASADENA, CA 91030 | OFFICE: 1121 MISSION STREET
626-441-2339 | WWW.SOUTHPASADENA.NET | INFO@SOUTHPASADENA.NET

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From: Megan Lynch <[redacted]>
Sent: Wednesday, December 16, 2020 11:22 AM
To: City Council Public Comment <ccpubliccomment@southpasadenaca.gov>; Michael Cacciotti <mcacciotti@southpasadenaca.gov>; Diana Mahmud <dmahmud@southpasadenaca.gov>; Evelyn Zneimer <ezneimer@southpasadenaca.gov>; Jon Primuth <jprimuth@southpasadenaca.gov>; Jack Donovan <jdonovan@southpasadenaca.gov>
Subject: Support the South Pasadena Climate Action Plan

CAUTION: This email originated from outside of the City of South Pasadena. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Councillors,

I have witnessed the climate changing even in my lifetime in South Pasadena since the '60s. The number of hot days per year has increased. The intensity of hot days has grown. Climate change doesn't just have effects that some people think of as theoretical, but real palpable changes that even unaware people can notice such as how many fewer hours per day one can comfortably be outside, including for those whose livelihoods depend on outdoors work.

I've also lived long enough to see climate change discussed year after year as leaders quailed at the thought of some of those they must lead objecting to what science tells us must be done. It hasn't helped. The delay has not only ensured climate change will worsen for a while before it gets better even when we finally start to amend our ways, but it's increased the economic damage from its effects and more importantly has increased the toll in human lives. We need leadership that will do what is right even if some people feel it's not convenient.

A relatively low cost and effective way for a city to make a change is in regulations regarding appliances. I ask that you join 40 other California cities by adopting an all-electric standard for new construction in 2021. UCLA's Center for Occupational & Environmental Report just issued a report on the deleterious health effects of gas in the home so in addition to the effects of climate change (which also include health effects), there's the more immediate motivator of direct negative effects on the health of one's own household. https://coeh.ph.ucla.edu/effects-residential-gas-appliances-indoor-and-outdoor-air-quality-and-public-health-california

Some, especially restauranteurs, may object saying that gas cooks better than electric. But remember that restaurants used to cook with firewood and coal once upon a time and high cuisine survived that transition. Options have changed, electric and induction ranges have grown more sophisticated. The fact is that even if the culinary difference between cooking with gas and electric were not arguable, it still wouldn't be an important enough reason to delay this change. As someone in grad school studying horticultural science, I can tell you the effects of climate change and the threat they pose to our ability to grow the same kinds and amounts of fruits, nuts, and other crops in California is a far greater threat to cuisine.

I urge you to show strong leadership and move with great speed on the Climate Action Plan, including making this simple effective move to change the energy source we use in new construction.

Thank you,

Megan Lynch

From: William Kelly < >
Sent: Wednesday, December 16, 2020 11:37 AM
To: City Council Public Comment <ccpubliccomment@southpasadenaca.gov>
Subject: Comment on Open Session Agenda Item 23 for Dec. 16 Meeting

CAUTION: This email originated from outside of the City of South Pasadena. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good evening. South Pasadena resident Bill Kelly commenting for the City Council's Dec. 16 meeting on item 23, the Climate Action Plan.

The time to adopt the plan is tonight. Never before has the need to reduce greenhouse gas emissions been more apparent and more pressing.

Global warming cannot be controlled through any single action at any one level. Rather only myriad measures and decisions at every level—personal, city, state, national, and international—can stem its advance. And those measures clearly must be aimed at reducing and eventually at eliminating most use of fossil fuel, which has long been known as the cause of warming.

That's why one of the most important measures in the plan is to decarbonize buildings by phasing out use of natural gas for space and water heating and cooking. Not surprisingly, SoCal Gas is fighting the measure promising that someday soon renewable natural gas from biomethane and hydrogen produced from water through electrolysis with excess solar energy will replace dirty natural gas in its pipelines, which results in methane emissions from the well to the burner tip and then emits carbon dioxide and smog-forming emissions when it's burned. The Gas Co. maintains renewable gas and hydrogen are just around the corner. But those in the environmental and energy fields have heard that for 30 years and still the technology has not been commercialized, remaining at the

demonstration level, and has little prospect of becoming economical anytime soon.

Meanwhile, renewable electricity technologies—solar, wind, geothermal, and battery energy storage—along with electric heating and cooking appliances, such as heat pumps and induction stovetops, have advanced rapidly and are readily available today. These technologies offer immediate greenhouse gas reductions, unlike the renewable natural gas and hydrogen the Gas Co. likes to talk about but remain a decade or more away before they have any chance of reaching scale.

So don't be fooled. Adopt the plan today and maintain its measures to decarbonize buildings in South Pasadena. Technical details, including any needed exemptions, can be worked out when the plan's measures are subsequently developed into ordinances in future proceedings.

Thank you.

Bill Kelly