

CALENDAR FOR THE BOARD OF SUPERVISORS
CONTRA COSTA COUNTY
AND FOR SPECIAL DISTRICTS, AGENCIES, AND AUTHORITIES GOVERNED BY THE BOARD
**BOARD CHAMBERS ROOM 107, ADMINISTRATION BUILDING, 651 PINE STREET
MARTINEZ, CALIFORNIA 94553-1229**

JOHN GIOIA, CHAIR, 1ST DISTRICT
CANDACE ANDERSEN, VICE CHAIR, 2ND DISTRICT
DIANE BURGIS, 3RD DISTRICT
KAREN MITCHOFF, 4TH DISTRICT
FEDERAL D. GLOVER, 5TH DISTRICT

DAVID J. TWA, CLERK OF THE BOARD AND COUNTY ADMINISTRATOR, (925) 335-1900

PERSONS WHO WISH TO ADDRESS THE BOARD DURING PUBLIC COMMENT OR WITH RESPECT TO AN ITEM THAT IS ON THE AGENDA,
MAY BE LIMITED TO TWO (2) MINUTES.
A LUNCH BREAK MAY BE CALLED AT THE DISCRETION OF THE BOARD CHAIR.

To slow the spread of COVID-19, the Health Officer's Shelter Order of March 31, 2020, prevents public gatherings ([Health Officer Order](#)). In lieu of a public gathering, the Board of Supervisors meeting will be accessible via television and live-streaming to all members of the public as permitted by the Governor's Executive Order N29-20. Board meetings are televised live on Comcast Cable 27, ATT/U-Verse Channel 99, and WAVE Channel 32, and can be seen live online at www.contracosta.ca.gov.

PERSONS WHO WISH TO ADDRESS THE BOARD DURING PUBLIC COMMENT OR WITH RESPECT TO AN ITEM THAT IS ON THE AGENDA MAY SUBMIT PUBLIC COMMENTS
<https://forms.gle/jaQQiMAezh7zm3Qp6> TO EITHER BEFORE OR DURING THE MEETING.

If you have difficulty accessing the public comment link, please contact Clerk of the Board at
ClerkOfTheBoard@cob.cccounty.us

All comments submitted before the conclusion of the meeting will be included in the record of the meeting. When feasible, the Clerk of the Board also will read the comments into the record at the meeting, subject to a two minute time limit per comment.

The Board Chair may reduce or eliminate the amount of time allotted to read comments at the beginning of each item or public comment period depending on the number of comments and the business of the day. Your patience is appreciated.

A lunch break or closed session may be called at the discretion of the Board Chair.

Staff reports related to open session items on the agenda are also accessible on line at www.contracosta.ca.gov.

ANNOTATED AGENDA & MINUTES
SPECIAL MEETING
April 21, 2020

1:00 P.M. Convene and Call to Order

Present: John Gioia, District I Supervisor; Candace Andersen, District II Supervisor; Diane Burgis, District III Supervisor; Karen Mitchoff, District IV Supervisor; Federal D. Glover, District V Supervisor

Staff Present: David Twa, County Administrator

D.1 PUBLIC COMMENT

There were no requests for public comment today.

D.2 DISCUSS creating a Board of Supervisors Ad Hoc Committee to Advise the Health Department on COVID 19 Impacts due to business closures and provide direction to staff. (Chair, Candace Andersen)

Chair Andersen clarified that the committee would be working in an advisory capacity and does not supersede any authority of the Public Health Officer or Board of Supervisors. At this time, the Committee will address a chosen specific topic for the meeting and invite the appropriate staff and community stakeholders to that meeting.

CREATED Board Ad Hoc Committee to advise the Health Department on COVID 19 impacts due to business closures and provide direction to staff; and APPOINTED Supervisors Andersen and Mitchoff to serve on the Committee.

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Diane Burgis, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

D.3 CONSIDER adopting Ordinance No. 2020-14, an urgency ordinance temporarily prohibiting evictions of tenants in Contra Costa County impacted by the COVID-19 pandemic and establishing a rent increase moratorium. (Mary Ann Mason, Chief Assistant County Counsel)

The following people submitted public commentary: James Beckler, Karen Gremer, Eva DiGrazia, Rich Martini, Marshall Donig, Ali Uscilka, John Jones, Carmita Vallejo, Dolores Ramos, Silvia Angeles, Belem Ramirez, Christine Clark, Yareatzet Santiago, Chipu Washington, Alma Gomez, Silvia Perez, Guadalupe Morales, Jacqueline Chavez, Lucia Roan, Maria Navarro, Rosa Flores, Rosa Vargas, Victor Ramirez, John Schaeffer, Kevin, Shannon G., Douglas A. Leich, Brendon O'Laskey, Carmen Cruz, Debra Ballinger, Eduardo Torres, Jess Jollet, Mariana Moore, Vincent Lau, Anonymous, Kristina Tran, Rhovy Lyn Antonio, Anonymous, Josh Anijar, Jeffrey Levin, David Sharples, Audean Ghanbari, Leah Sinom-Weisberg, Jan Warren, Multi-Faith Action Coalition, Nicole Zapata, Kristi Laughlin, Teresa Pasquini, LaTanya Fisher.

ADOPTED the urgency ordinance as amended today with minor language modifications.

ADJOURN

A sample notification form for tenants to inform landlords of their inability to pay will be provided on the County website in both English and Spanish, expected to be available online April 28th, 2020;

The Board encourages those individuals who can pay rent, or a portion of their rent to do so, to avoid a large amount due at once when the emergency provisions expire;

The Board noted a desire to revisit the Moratorium ordinance at its May 26th meeting if the Shelter In Place order is extended past May 31st;

The Board expressed an interest in having the Department of Information Technology explore options for the public to be able to phone in commentary to the Board chambers during the meeting, that the Board may have real-time interaction;

The Board additionally expressed its desire for staff to continue to work with state and federal agencies to address the needs of small businesses.

Adjourned today's meeting at 3:59 p.m.

GENERAL INFORMATION

The Board meets in all its capacities pursuant to Ordinance Code Section 24-2.402, including as the Housing Authority and the Successor Agency to the Redevelopment Agency. Persons who wish to address the Board should complete the form provided for that purpose and furnish a copy of any written statement to the Clerk.

Any disclosable public records related to an open session item on a regular meeting agenda and distributed by the Clerk of the Board to a majority of the members of the Board of Supervisors less than 72 hours prior to that meeting are available for public inspection at 651 Pine Street, First Floor, Room 106, Martinez, CA 94553, during normal business hours.

All matters listed under CONSENT ITEMS are considered by the Board to be routine and will be enacted by one motion. There will be no separate discussion of these items unless requested by a member of the Board or a member of the public prior to the time the Board votes on the motion to adopt.

Persons who wish to speak on matters set for PUBLIC HEARINGS will be heard when the Chair calls for comments from those persons who are in support thereof or in opposition thereto. After persons have spoken, the hearing is closed and the matter is subject to discussion and action by the Board. Comments on matters listed on the agenda or otherwise within the purview of the Board of Supervisors can be submitted to the office of the Clerk of the Board via mail: Board of Supervisors, 651 Pine Street Room 106, Martinez, CA 94553; by fax: 925-335-1913.

The County will provide reasonable accommodations for persons with disabilities planning to attend Board meetings who contact the Clerk of the Board at least 24 hours before the meeting, at (925) 335-1900; TDD (925) 335-1915. An assistive listening device is available from the Clerk, Room 106.

Copies of recordings of all or portions of a Board meeting may be purchased from the Clerk of the Board. Please telephone the Office of the Clerk of the Board, (925) 335-1900, to make the necessary arrangements.

Forms are available to anyone desiring to submit an inspirational thought nomination for inclusion on the Board Agenda. Forms may be obtained at the Office of the County Administrator or Office of the Clerk of the Board, 651 Pine Street, Martinez, California.

Applications for personal subscriptions to the weekly Board Agenda may be obtained by calling the Office of the Clerk of the Board, (925) 335-1900. The weekly agenda may also be viewed on the County's Internet Web Page: www.co.contra-costa.ca.us

PERSONS WHO WISH TO ADDRESS THE BOARD DURING PUBLIC COMMENT OR WITH RESPECT TO AN ITEM THAT IS ON THE AGENDA, MAY BE LIMITED TO TWO (2) MINUTES

A LUNCH BREAK MAY BE CALLED AT THE DISCRETION OF THE BOARD CHAIR

AGENDA DEADLINE: Thursday, 12 noon, 12 days before the Tuesday Board meetings.

Glossary of Acronyms, Abbreviations, and other Terms (in alphabetical order):

Contra Costa County has a policy of making limited use of acronyms, abbreviations, and industry-specific language in its Board of Supervisors meetings and written materials. Following is a list of commonly used language that may appear in oral presentations and written materials associated with Board meetings:

AB Assembly Bill
ABAG Association of Bay Area Governments
ACA Assembly Constitutional Amendment
ADA Americans with Disabilities Act of 1990
AFSCME American Federation of State County and Municipal Employees
AICP American Institute of Certified Planners
AIDS Acquired Immunodeficiency Syndrome
ALUC Airport Land Use Commission
AOD Alcohol and Other Drugs
ARRA American Recovery & Reinvestment Act of 2009
BAAQMD Bay Area Air Quality Management District
BART Bay Area Rapid Transit District
BayRICS Bay Area Regional Interoperable Communications System
BCDC Bay Conservation & Development Commission
BGO Better Government Ordinance
BOS Board of Supervisors
CALTRANS California Department of Transportation
CalWIN California Works Information Network
CalWORKS California Work Opportunity and Responsibility to Kids
CAER Community Awareness Emergency Response
CAO County Administrative Officer or Office
CCCPCD (ConFire) Contra Costa County Fire Protection District
CCHP Contra Costa Health Plan
CCTA Contra Costa Transportation Authority
CCRMC Contra Costa Regional Medical Center
CCWD Contra Costa Water District
CDBG Community Development Block Grant
CFDA Catalog of Federal Domestic Assistance
CEQA California Environmental Quality Act
CIO Chief Information Officer
COLA Cost of living adjustment
ConFire (CCCPCD) Contra Costa County Fire Protection District
CPA Certified Public Accountant
CPI Consumer Price Index
CSA County Service Area
CSAC California State Association of Counties
CTC California Transportation Commission
dba doing business as
DSRIP Delivery System Reform Incentive Program
EBMUD East Bay Municipal Utility District
ECCPCD East Contra Costa Fire Protection District
EIR Environmental Impact Report
EIS Environmental Impact Statement
EMCC Emergency Medical Care Committee
EMS Emergency Medical Services
EPSDT Early State Periodic Screening, Diagnosis and Treatment Program (Mental Health)
et al. et alii (and others)
FAA Federal Aviation Administration
FEMA Federal Emergency Management Agency
F&HS Family and Human Services Committee
First 5 First Five Children and Families Commission (Proposition 10)
FTE Full Time Equivalent
FY Fiscal Year
GHAD Geologic Hazard Abatement District
GIS Geographic Information System

HCD (State Dept of) Housing & Community Development
HHS (State Dept of) Health and Human Services
HIPAA Health Insurance Portability and Accountability Act
HIV Human Immunodeficiency Syndrome
HOV High Occupancy Vehicle
HR Human Resources
HUD United States Department of Housing and Urban Development
IHSS In-Home Supportive Services
Inc. Incorporated
IOC Internal Operations Committee
ISO Industrial Safety Ordinance
JPA Joint (exercise of) Powers Authority or Agreement
Lamorinda Lafayette-Moraga-Orinda Area
LAFCo Local Agency Formation Commission
LLC Limited Liability Company
LLP Limited Liability Partnership
Local 1 Public Employees Union Local 1
LVN Licensed Vocational Nurse
MAC Municipal Advisory Council
MBE Minority Business Enterprise
M.D. Medical Doctor
M.F.T. Marriage and Family Therapist
MIS Management Information System
MOE Maintenance of Effort
MOU Memorandum of Understanding
MTC Metropolitan Transportation Commission
NACo National Association of Counties
NEPA National Environmental Policy Act
OB-GYN Obstetrics and Gynecology
O.D. Doctor of Optometry
OES-EOC Office of Emergency Services-Emergency Operations Center
OPEB Other Post Employment Benefits
OSHA Occupational Safety and Health Administration
PARS Public Agencies Retirement Services
PEPRA Public Employees Pension Reform Act
Psy.D. Doctor of Psychology
RDA Redevelopment Agency
RFI Request For Information
RFP Request For Proposal
RFQ Request For Qualifications
RN Registered Nurse
SB Senate Bill
SBE Small Business Enterprise
SEIU Service Employees International Union
SUASI Super Urban Area Security Initiative
SWAT Southwest Area Transportation Committee
TRANSPAC Transportation Partnership & Cooperation (Central)
TRANSPLAN Transportation Planning Committee (East County)
TRE or **TTE** Trustee
TWIC Transportation, Water and Infrastructure Committee
UASI Urban Area Security Initiative
VA Department of Veterans Affairs
vs. versus (against)
WAN Wide Area Network
WBE Women Business Enterprise



Contra
Costa
County

To: Board of Supervisors
From: Sharon L. Anderson, County Counsel
Date: April 21, 2020

Subject: Urgency ordinance temporarily prohibiting evictions of tenants and establishing a rent increase moratorium

RECOMMENDATION(S):

ADOPT Ordinance No. 2020-14, an urgency ordinance temporarily prohibiting evictions of tenants in Contra Costa County impacted by the COVID-19 pandemic and establishing a rent increase moratorium.

FISCAL IMPACT:

None.

BACKGROUND:

On April 14, 2020, the Board directed the County Counsel's Office to draft an urgency ordinance to temporarily prohibit evictions of residential and commercial tenants in the County who are impacted by the COVID-19 pandemic and establish a moratorium on rent increases. The urgency ordinance, Ordinance 2020-14, is attached. This Board order summarizes the key provisions of the urgency ordinance. It also highlights areas the Board might want to address before adopting the ordinance. The Board may make changes to the attached draft ordinance at the Board meeting and can adopt the ordinance immediately thereafter.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **04/21/2020** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: April 21, 2020

Contact: Mary Ann Mason, Chief Assistant
County Counsel, (925) 335-1800

David J. Twa, County Administrator and Clerk of the Board of
Supervisors

By: , Deputy

cc: David O. Livingston, Sheriff-Coroner, David Twa, County Administrator, Kathy Gallagher, Director, Employment & Human Services Department

BACKGROUND: (CONT'D)

Definition of “owner”. The definition of “owner” includes both the property owner (master lessor) and any sublessor. For example, if a property owner leases a building to another person or corporation, and that person subleases part of the building to others (e.g., individual apartments, offices, or other spaces) both the master lessor and the sublessor(s) will be included.

Failure to pay rent. An owner of residential property or commercial property is prohibited from terminating a tenancy for failure to pay rent if the tenant demonstrates that the failure to pay rent is directly related to a substantial loss of income or substantial out-of-pocket medical expenses associated with the COVID-19 pandemic. The tenant must provide documentation showing loss of income or out-of-pocket medical expenses.

No-fault evictions. An owner of residential property or commercial property is prohibited from terminating a residential tenancy for any “no-fault” reason, subject to the limited exceptions described below. A no-fault eviction would be defined as any eviction not based on an alleged fault of the tenant.

Immediate family members. An owner of residential real property is prohibited from terminating a tenancy on the basis of a tenant allowing an unauthorized occupant to live in the dwelling unit, if that occupant is the tenant’s immediate family member living in the dwelling unit as a result of the COVID-19 pandemic.

- The ordinance defines “immediate family” as a person’s spouse, domestic partner, children, grandchildren, parents, or grandparents. This is the definition used in the Tenant Protection Act of 2019. The Board may want to consider expanding this definition to include siblings, nephews, and nieces, or consider further limiting the definition of immediate family.

Exceptions. The ordinance does not limit an owner’s ability to terminate a tenancy if the termination is necessary to protect the owner’s health or safety or any other tenant’s health or safety, or the owner or a member of the owner’s immediate family intends to occupy a residential rental unit.

Notices of termination of tenancy. Any notice of termination of tenancy served on a tenant by an owner must include the reason for terminating the tenancy, a notice of the tenant’s rights under the ordinance, and a notice of emergency rental assistance programs. A tenant who is eligible for protection under the ordinance must provide written notice of that eligibility within 14 days after receiving a notice of termination of tenancy from the owner.

Late fees. An owner may not charge or collect a late fee for unpaid rent due from a tenant who demonstrated substantial loss of income or substantial out-of-pocket medical expenses due to COVID-19. This provision applies for 120 days after the ordinance expires.

Grace period. A tenant who demonstrated substantial loss of income or substantial out-of-pocket medical expenses due to COVID-19 must pay all past due rent within 120 days after the ordinance expires.

Moratorium on rent increases. An owner may not increase rent while the ordinance is in effect. As required by the Tenant Protection Act of 2019, the moratorium on rent increases would not apply to

residences built within the last 15 years; single family homes, townhouses, and condominiums, unless owned by an investment trust, corporation, or LLC. It also would not apply to owner-occupied duplexes; hotels; residential care facilities for adults or the elderly; school dormitories; and group housing. The ordinance would apply to all other commercial or residential rentals to prohibit rent increases during the term of the ordinance.

Attorney's fees. If a tenant files a civil action against an owner for violating the ordinance, the prevailing party is entitled to reasonable attorney's fees and costs pursuant to order of the court.

Retroactivity. The ordinance applies to eviction notices, and unlawful detainer actions based on these notices, served or filed on or after March 16, 2020. The ordinance would not apply if a tenant has surrendered possession of its premises, or if an unlawful detainer lawsuit was finally adjudicated before March 16, 2020.

Countywide. Per the Board's direction, the ordinance is written to apply countywide, both in the unincorporated area and in cities. To the extent that a city enacts an ordinance or adopt a regulation that governs the same subject matter as the County ordinance, the city ordinance or resolution would apply within the city limits instead of this ordinance.

Ordinance term. As drafted, the ordinance would be in effect through May 31, 2020, unless shortened or extended by the Board. This means that the eviction protections and rent increase moratorium would last through May 31, 2020, unless the Board takes action to amend the ordinance term. This also means that late fees could not be charged until 120 days after May 31, 2020, and all past due rent would be due no later than 120 days after May 31, 2020.

May 31, 2020, is the date specified in the Governor's Executive Order N-28-20 which enables counties to enact local eviction protections in response to the pandemic. This date may extended by the Governor. Executive Order N-37-20, the statewide eviction moratorium, also lasts until May 31, unless the order is extended by the Governor.

Several ways of determining a termination date for the ordinance have been proposed, including:

- A term through May 31, 2020, unless shortened or extended by the Board.
- A term lasting through the term of the Governor's Executive Order on evictions, including any extensions of the Executive Order.
- A term lasting through the term of the local emergency proclaimed by the Board. The local emergency lasts until the Board terminates it.
- A term lasting through the term of the statewide emergency proclaimed by the Governor. The statewide emergency lasts until it is terminated by the Governor or Legislature.

If the Board prefers not to set a fixed termination date that may be extended by Board action, one option used by other entities is to tie the termination date to the termination of the Governor's eviction ban. Thus, if the Governor's eviction ban is extended, the ordinance term is automatically extended. Tying the termination date to the termination of either the local or state emergency may make it more difficult for the courts and parties to assess whether the eviction ban and rent moratorium remain in effect.

CLERK'S ADDENDUM

The following people submitted public commentary: James Beckler, Karen Gremer, Eva DiGrazia, Rich Martini, Marshall Donig, Ali Uscilka, John Jones, Carmita Vallejo, Dolores Ramos, Silvia Angeles, Belem Ramirez, Christine Clark, Yareatzet Santiago, Chipo Washington, Alma Gomez, Silvia Perez, Guadalupe Morales, Jacqueline Chavez, Lucia Roan, Maria Navarro, Rosa Flores, Rosa Vargas, Victor Ramirez, John Schaeffer, Kevin, Shannon G., Douglas A. Leich, Brendon O'Laskey, Carmen Cruz, Debra Ballinger, Eduardo Torres, Jess Jollet, Mariana Moore, Vincent Lau, Anonymous, Kristina Tran, Rhovy Lyn Antonio, Anonymous, Josh Anijar, Jeffrey Levin, David Sharples, Audean Ghanbari, Leah Sinom-Weisberg, Jan Warren, Multi-Faith Action Coalition, Nicole Zapata, Kristi Laughlin, Teresa Pasquini, LaTanya Fisher.

ADOPTED the urgency ordinance as amended today with minor language modications.

AGENDA ATTACHMENTS

Ordinance 2020-14

MINUTES ATTACHMENTS

Public Comment 1

Correspondence Received

Signed Ordinance 2020-14

ORDINANCE NO. 2020-14

AN URGENCY ORDINANCE TEMPORARILY PROHIBITING EVICTIONS OF
RESIDENTIAL AND COMMERCIAL REAL PROPERTY TENANTS IN
CONTRA COSTA COUNTY IMPACTED BY THE COVID-19 PANDEMIC AND
ESTABLISHING A MORATORIUM ON RENT INCREASES

The Contra Costa County Board of Supervisors ordains as follows:

Section 1. Findings.

- A. On January 30, 2020, the World Health Organization declared the outbreak of a novel coronavirus that causes the disease named coronavirus disease 2019 (“COVID-19”), a public health emergency of international concern.
- B. On January 31, 2020, as the result of confirmed cases of COVID-19, the U.S. Secretary of Health and Human Services declared a public health emergency nationwide.
- C. On March 3, 2020, Contra Costa Health Services announced the first case of local transmission of the virus causing COVID-19 in Contra Costa County.
- D. On March 4, 2020, Governor Gavin Newsom proclaimed the existence of a state of emergency in California under the California Emergency Services Act, Gov. Code § 8550 et seq., and reported that as of that date, there were more than 94,000 cases of COVID-19 worldwide, resulting in more than 3,000 deaths, with 129 confirmed cases of COVID-19 in the United States, including 53 in California.
- E. On March 10, 2020, the Board of Supervisors found that due to the introduction of COVID-19 in the County, conditions of disaster or extreme peril to the safety of persons and property had arisen, commencing on March 3, 2020. Based on these conditions, pursuant to Government Code section 8630, the Board adopted Resolution No. 2020/92, proclaiming the existence of a local emergency throughout the County.
- F. The legislative bodies of a number of cities in Contra Costa County have also adopted local emergency proclamations due to COVID-19 pursuant to Government Code section 8630.
- G. On March 16, 2020, the County Health Officer issued an order requiring County residents to shelter at their places of residence through April 7, 2020, in order to slow community transmission of COVID-19, subject to exceptions for the provision and receipt of essential services while complying with social distancing requirements to the maximum extent possible. All businesses with a facility in the County, except Essential Businesses as defined in the order, were required to cease all activities at facilities located within the County except for Minimum Basic Operations, as defined in the order.

- H. On March 31, 2020, the County Health Officer extended the shelter-in-place order through May 3, 2020, and clarified and strengthened its requirements.
- I. On March 16, 2020, Governor Gavin Newsom issued Executive Order N-28-20, which authorizes local jurisdictions to suspend the evictions of residential and commercial tenants for the non-payment of rent if the non-payment is a result of the COVID-19 pandemic. The protections in Executive Order N-28-20 extend through May 31, 2020.
- J. On March 19, 2020, Governor Gavin Newsom issued Executive Order N-33-20, which directs residents of California to follow state public health directives to stay home or at their place of residence to preserve the public health and safety and capabilities of the healthcare delivery system.
- K. On March 27, 2020, Governor Gavin Newsom issued Executive Order N-37-20, which prohibits landlords throughout California from evicting residential tenants for nonpayment of rent when the inability to pay is due to COVID-19, and the tenant has provided notice to the landlord and has documentation showing the nonpayment is because of the COVID-19 pandemic. The protections in Executive Order N-37-20 extend through May 31, 2020.
- L. The COVID-19 pandemic and associated public health orders have resulted in the closure of many local businesses until at least May 3, 2020, and have imposed extreme restrictions on other local businesses until then, and possibly thereafter.
- M. The COVID-19 pandemic and associated public health orders are expected to result in a loss of income to a widespread portion of the local population that depend on wages or business income to pay rent and result in medical expenses for certain Contra Costa County residents.
- N. Contra Costa County and the cities within the County are also experiencing a housing affordability crisis, which is driving homelessness and displacement of residents.
- O. Many County residents are experiencing or will experience losses of income as a result of the local emergency and shelter-in-place orders, hindering their ability to pay rent and leaving them vulnerable to eviction.
- P. Many of the County's renters are rent-burdened, paying over 30 percent of their income on rent, and some renters are severely rent-burdened, paying over 50 percent of their income on rent, which leaves less money for families to spend on other necessities like food, healthcare, transportation, and education.
- Q. Without local protection, eviction notices, including notices for failure to pay rent, are likely to surge as residents and businesses are unable to earn income due to the COVID-

19 pandemic, or are forced to pay medical expenses associated with the COVID-19 pandemic.

- R. Housing displacement due to rent increases and evictions occurring during the local emergency would hinder individuals from complying with state and local directives to shelter in place, and would lead to increased spread of COVID-19, overburdening the healthcare delivery system and potentially resulting in greater loss of life.
- S. There is an urgent need for the County to enact substantive limitations on evictions and enact a temporary moratorium on rent increases to protect the health, safety, and welfare of its residents in light of the emergency declared regarding the COVID-19 pandemic, including the need to keep residents in their homes during the time that they need to shelter-in-place.

Section 2. Definitions. For purposes of this ordinance, the following words and phrases have the following meanings:

- (a) “Commercial real property” means any developed real property that is used as a place of business.
- (b) “Immediate family” means a person’s spouse, domestic partner, children, grandchildren, parents, or grandparents.
- (c) “No fault cause for eviction” means any eviction for which the notice of termination of tenancy is not based on an alleged fault of the tenant.
- (d) “Owner” means any natural person, partnership, corporate or fictitious entity, acting as a lessor or sublessor, whether as a principal or through an agent, who receives or is entitled to receive rent in exchange for the use or occupancy of any residential or commercial real property for rent.
- (e) “Rent” means the financial obligation or monetary payment a tenant owes an owner for the occupancy or use of commercial or residential real property whether by written or oral agreement.
- (f) “Residential real property” means any dwelling unit that is intended or used for human habitation.
- (g) “Tenancy” means the lawful occupancy of residential or commercial real property by agreement on a month-to-month basis or for a fixed term in excess of 30 days.
- (h) “Tenant” means the lawful occupant of residential or commercial real property whether by lease, sublease, or other agreement.

Section 3. Prohibitions on Residential and Commercial Evictions.

- (a) Through May 31, 2020, and any subsequent extensions approved by the Board of Supervisors, an owner of residential real property or commercial real property shall not terminate a tenancy for failure to pay rent if the tenant demonstrates that the failure to pay rent is directly related to a loss of income or out-of-pocket medical expenses associated with the COVID-19 pandemic or any local, state, or federal government response to the pandemic.

For the protections of this subsection (a) to apply, a tenant must demonstrate through documentation or other objectively verifiable means:

- (1) Loss of income from: (i) job loss; (ii) layoffs; (iii) a reduction in the number of compensable hours of work; (iv) a store, restaurant, office, or business closure; (v) a decrease in business income caused by a reduction in opening hours or consumer demand; (vi) the need to miss work to care for a homebound school-age child or a family member infected with coronavirus; or (vii) other similarly-caused loss of income, where the conditions listed in (i) through (vii) resulted from the COVID-19 pandemic or related guidance or public health orders from local, State, or federal authorities; or
- (2) Out-of-pocket medical expenses for themselves or their immediate family related to the COVID-19 pandemic.

“Adequate documentation” of lost income or out-of-pocket medical expenses from the COVID-19 pandemic includes a declaration signed by the tenant under penalty of perjury, letters from employers citing the COVID-19 pandemic or related government action as the basis for termination of employment or reduced work, employer paycheck stubs, bank statements, or letters or notifications from schools in which the tenant has a dependent enrolled regarding COVID-19-related closures that affected the tenant’s income.

- (b) Through May 31, 2020, and any subsequent extensions approved by the Board of Supervisors, an owner of residential real property or commercial real property shall not terminate a tenancy for any no fault cause for eviction.
- (c) Through May 31, 2020, and any subsequent extensions approved by the Board of Supervisors, an owner of residential real property shall not terminate a tenancy on the basis of a tenant allowing an unauthorized occupant to live in the dwelling unit, if the occupant is a member of the tenant’s immediate family living in the dwelling unit as a result of the COVID-19 pandemic.
- (d) Notwithstanding the foregoing, nothing in this section limits an owner’s ability to terminate a tenancy for any of the following reasons:

- (1) The termination is necessary to protect the owner's health or safety or any other tenant's health or safety.
- (2) The termination is necessary where the owner or a member of the owner's immediate family intends to occupy the residential real property.

Section 4. Notices of Termination of Tenancy.

- (a) An owner's failure to comply with this ordinance shall render any notice of termination of tenancy, where the termination would be in violation of this ordinance, void. Any notice of termination served on a tenant during the COVID-19 pandemic must contain the reason for the termination of the tenancy. Any notice of termination served on a tenant during the COVID-19 pandemic must also include a notice of the tenant's rights under this ordinance and a notice of emergency rental assistance programs. The owner shall provide these notices to the tenant on a form approved by the Contra Costa County Employment and Human Services Department.
- (b) A tenant eligible for protection under this ordinance must provide written notice of that eligibility to the owner within 14 days after receiving a notice of termination of tenancy from the owner.

Section 5. Late Fees. For a period of 120 days after this ordinance expires, including any subsequent extensions approved by the Board of Supervisors, an owner may not charge or collect a late fee for unpaid rent due from a tenant who demonstrated loss of income or out-of-pocket medical expenses as required under this ordinance.

Section 6. Grace Period. A tenant who demonstrated loss of income or out-of-pocket medical expenses as required under this ordinance shall pay all past due rent within 120 days after this ordinance expires, including any subsequent extensions approved by the Board of Supervisors, unless the owner agrees to a longer repayment period. This ordinance does not relieve a tenant of the obligation to pay rent and does not restrict an owner's ability to recover rent due.

Section 7. Moratorium on Rent Increases. An owner may not increase rent through May 31, 2020, and any subsequent extensions approved by the Board of Supervisors. A residential real property that is exempt from the rent limits imposed by Civil Code section 1947.12 is exempt from this section.

Section 8. Remedies.

- (a) The provisions of this ordinance may be asserted as an affirmative defense in an unlawful detainer action.
- (b) If an owner attempts to recover possession or recovers possession of residential real property or commercial real property in violation of this ordinance, retaliates against a

tenant for the exercise of any rights under this ordinance, or attempts to prevent a tenant from acquiring any rights under this ordinance, the tenant may institute a civil proceeding for injunctive relief, money damages of not more than three times actual damages (including damages for mental or emotional distress), and whatever other relief a court deems appropriate. If damages are awarded for mental or emotional distress, the award shall only be trebled if the trier of fact finds that the owner acted in knowing violation of or in reckless disregard of the provisions of this ordinance. The prevailing party shall be entitled to reasonable attorney's fees and costs pursuant to order of the court.

Section 9. Retroactivity. This ordinance applies to eviction notices, and unlawful detainer actions based on these notices, served or filed on or after March 16, 2020, except to the extent a tenant has surrendered possession of its premises, or an unlawful detainer lawsuit was finally adjudicated before March 16, 2020. The facts justifying the retroactive application of this ordinance are set forth in Section 1.

Section 10. Applicability. Government Code section 8634 authorizes the Board of Supervisors to promulgate countywide orders and regulations necessary to provide for the protection of life and property during a local emergency. Pursuant to Government Code section 8634, the regulations in this ordinance shall apply to cities within Contra Costa County and unincorporated Contra Costa County. To the extent that the governing body of a city enacts an ordinance or adopts a regulation that governs the subject matter of this ordinance, that city ordinance or regulation shall supersede this ordinance within that jurisdiction.

Section 11. Severability. If any provision or clause of this ordinance or the application thereof to any person or circumstances is held to be unconstitutional or to be otherwise invalid by any court of competent jurisdiction, such invalidity shall not affect other ordinance provisions or clauses or applications thereof that can be implemented without the invalid provision or clause or application, and to this end the provisions and clauses are declared to be severable. The Board of Supervisors hereby declares that it would have adopted this ordinance and each provision thereof irrespective of whether any one or more provisions are found invalid, unconstitutional, or otherwise unenforceable.

Section 12. Declaration of Urgency. This ordinance is hereby declared to be an urgency ordinance necessary for the immediate preservation of the public peace, health, and safety of the County. The facts constituting the urgency of this ordinance's adoption are set forth in Section 1.

Section 13. Effective Date. This ordinance becomes effective immediately upon passage by four-fifths vote of the Board of Supervisors. This ordinance shall expire and be repealed as of May 31, 2020, unless shortened or extended by the Board of Supervisors based on the existence of a local emergency.

Section 14. Publication. Within 15 days after passage, this ordinance shall be published once with the names of the supervisors voting for and against it in the East Bay Times, a newspaper published in this County.

PASSED ON April 21, 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST: DAVID J. TWA,
Clerk of the Board of Supervisors
and County Administrator

Board Chair

By:

Deputy

[SEAL]

D.3 Eviction Moratorium

| # | Agenda Item | Your Name | City | Comments (1500 character limit) |
|---|--|--------------|---------|---|
| 1 | D.3 Urgency ordinance on emergency moratoriums on evictions and rent increases | James Becker | Antioch | <p>As a resident of Antioch and CEO of RCF Connects, I am concerned that the draft ordinance does not provide sufficient protection for all residents. I ask you to strengthen the ordinance with a longer grace period - of 90 to 120 days for each month of back rent; reduce the burden of documentation requirements, allow the inclusion of text messages, emails, or other forms of communication, and extend the time tenants have to produce documentation to 30 days. I know that homeowners and those with rental properties will also need protection and I ask that you add language that also applies to a moratorium on foreclosures.</p> <p>People are suffering and although many cities have enacted ordinances already, I urge you to enact the strongest ordinance possible to protect all of us during this pandemic created economic collapse.</p> <p>Thank you for your leadership on behalf of all Contra Costans.</p> |
| 2 | D.3 Urgency ordinance on emergency moratoriums on evictions and rent increases | Karen Gremer | Concord | <p>Board Chair Andersen and Supervisors of Contra Costa County,</p> <p>My name is Karen Gremer and I am a Contra Costa County resident as well as a local housing provider in both Concord and Antioch. I encourage your consideration of potential unintended consequences this ordinance could have, and include reasonable accommodations to strike a balance between renters and rental housing providers.</p> <p>I would like to ask that the moratorium should include the following;</p> <ul style="list-style-type: none"> * Advance notification by the tenant to their landlord if the tenant is unable to pay their rent. A 30 day notice would be best. * For the tenant to establish a burden of proof claiming COVID-19 related hardships and allowing partial payments. I would like to emphasize that the moratorium is not meant to be a rent waiver and that documentation of COVID-19 financial hardship must be required. The tenant would need to pay any back rents within a given period of time. * Language that will allow and encourage a partial payment plan if the resident can demonstrate their ability to do so. <p>Also, I would like the board to strongly consider establishing a rental housing equity fund to assist housing providers with limited cash flow and owners who suffer financial hardships due to the moratorium.</p> <p>A question for you to consider. If landlords are unable to afford and provide housing, where will the renters go?</p> <p>Thank you for your time.</p> <p>Karen Gremer</p> |

D.3 Eviction Moratorium

| # | Agenda Item | Your Name | City | Comments (1500 character limit) |
|---|--|--------------|--------------|--|
| 3 | D.3 Urgency ordinance on emergency moratoriums on evictions and rent increases | Eva DiGrazia | Walnut Creek | <p>Dear Board Chair Andersen and Supervisors,</p> <p>My Name is Eva DiGrazia. I live in WC and am an East Bay native. I have owned my rental townhouse (94597) for over 20 years. I am a very small investor and worked hard over the years to acquire and maintain my property. I currently work part time to supplement my retirement income - which is my rental income. I consider myself a caring and fair landlord (I'm sure my tenants would agree!).</p> <p>I strongly believe that tenants need to be protected, but please don't forget about people like me, small landlords who depend on our rents for our own financial survival. Please consider the potential unintended consequences your ordinance could have and include reasonable accommodations to strike a balance between renters and rental housing providers.</p> <p>Please consider language that would encourage advanced notification by the tenant to their landlord if they are unable to pay rent, establishing a burden of proof for tenants claiming COVID-19 related hardships, allowing partial payments, and emphasizing that the moratorium is not meant to be a rent waiver.</p> <p>Thank you for your consideration.</p> <p>Respectfully, Eva DiGrazia</p> |
| 4 | D.3 Urgency ordinance on emergency moratoriums on evictions and rent increases | Rich Martini | Moraga | <p>Dear Board Chair Andersen and Supervisors,</p> <p>My name is Rich Martini and I am a longtime Contra Costa County resident as well as a local housing provider in El Cerrito. I believe that the ordinance you are considering will have distressing consequences for all housing providers, especially those small mom and pop owners. I am asking you to consider a more balanced approach that can achieve positive benefits for both residents and apartment owners.</p> <p>The ordinance as currently drafted does not account for any requirement by the tenant to make a partial rent payment, even if that tenant is financially able to do so. This would cause severe unintended consequences, as the possibility exists that no rent will be collected for a 120-day period. Additionally, there is no moratorium for on-going property operating expenses, such as utilities, insurance, taxes and repairs, and so a severe financial hardship for myself as well as the majority of mom and pop owners would entail.</p> <p>Please consider language that would mandate a prior notice requirement by the tenant to notify the landlord if unable to make some or all of their rent payment, as well as a mandate to allow negotiation between tenant and landlord for the tenant to make partial rent payments.</p> |

D.3 Eviction Moratorium

| # | Agenda Item | Your Name | City | Comments (1500 character limit) |
|---|--|----------------|----------|---|
| 5 | D.3 Urgency ordinance on emergency moratoriums on evictions and rent increases | marshall donig | crockett | <p>Dear Friends- We are Crockett property owners with a 6 apartment rental on our street. We are retired (except for maintaining & fixing our rental property).A usually enjoyable task. We saved for a long time to purchase this property for our retirement & endured years of it not making enough money to make the payments and pay the expenses. It finally makes enough money that, along with our social security, we can live ok. All of our renters are very long term. All are nice neighbors. The fact that they are long term (most 10 years or so) means we get along well and respect each other and each others concerns. We have dealt with each other successfully. The rent regulations you are considering today will alter and place much greater stress hardship on us and our nice renters. We will not be able to keep up the level of maintenance and improvements as in the past; will require us to keep our rents closer to the prevailing rents in the area (our long term renters pay very low rents) and will reduce our ability to deal with potentially disruptive residents (none for a long time, thank goodness). Our retirement income and future will be, likely, severely affected. I have never written to you, called you, or prevailed upon you in any way before. Our health is fine. This issue is of great concern to us, and is the most important issue in our lives now. Please give our worries and future some consideration. Marshall</p> |
| 6 | D.3 Urgency ordinance on emergency moratoriums on evictions and rent increases | Ali Uscilka | Concord | <p>Good afternoon Supervisors and staff. My name is Ali Uscilka and I am the Director of Healthy & Active Before 5.</p> <p>We are grateful for the Board's action to draft an ordinance to protect tenants from eviction during the COVID-19 crisis. We support this ordinance because housing insecurity is harmful to young children, and the current crisis places tens of thousands of families at risk.</p> <p>No family should have to worry about being evicted or becoming homeless at this time, or in the near future while our economy recovers. I urge you to strengthen today's ordinance for it to have the intended impact:</p> <p>Similar to the ordinances passed in 5 cities to date, there should be a longer grace period for paying back rent. Families unable to pay their rent now will need more than 120 days to get back on their feet. Providing more time will ensure that landlords receive the money they are owed, and prevent a wave of evictions in the coming months. We request 90 days for each month of missed rent, or one year.</p> <p>Please also consider providing families more flexibility with how and when they provide documentation for lost wages. Families are juggling many priorities at this time, and many do not have easy access to pay stubs or other documents.</p> <p>A strong policy will protect thousands of Contra Costa families, and provide the assurance they need to stay at home for the health of our communities. Thank you.</p> |

D.3 Eviction Moratorium

| # | Agenda Item | Your Name | City | Comments (1500 character limit) |
|---|--|-----------------|---------|---|
| 7 | D.3 Urgency ordinance on emergency moratoriums on evictions and rent increases | John Jones | Antioch | <p>Good afternoon Supervisors and staff. My name is John Jones and I am I am a resident of Antioch.</p> <p>I am grateful for the Board's action to draft an ordinance to protect tenants from eviction during the COVID-19 crisis. I support this ordinance because I live in a community that was impacted greatly during the last housing crises.</p> <p>No family should have to worry about being evicted or becoming homeless at this time, or in the near future while our economy recovers. I urge you to strengthen today's ordinance for it to have the intended impact:</p> <p>Similar to the ordinances passed in 5 cities to date, there should be a longer grace period for paying back rent. Reasonable payment options should be encourage so families are not driven further into debt. Providing more time will ensure that landlords receive the money they are owed, and prevent a wave of evictions in the coming months. I support 90 days for each month of missed rent, or one year.</p> <p>A strong policy will protect thousands of Contra Costa families, and provide the assurance they need to stay at home for the health of our communities.</p> |
| 8 | D.3 Urgency ordinance on emergency moratoriums on evictions and rent increases | Carmita Vallejo | | <p>Good afternoon, my name is Carmita Vallejo and I'm a member of the Central County Regional Group Sponsored by First 5 Contra Costa.</p> <p>I'm writing to you to ask you to please pass a moratorium on rent increases and increase the grace period given to pay back rent. 120 days is in no way realistic to the situation we're living in. Also, loosen the documentation requirements and extend the time tenants have to produce it from 14 to 30 days.</p> <p>I live paycheck-to-paycheck. I volunteer my time with the CCRG and also with my church. I know many families in our county that are being dramatically affected by this COVID-19 crisis. A lot of these families are living in fear of ending up homeless. They are struggling to afford rent and necessities. I've shared my food with the neighbors, is a heartbreaking situation.</p> <p>120 days is not enough for a single person like myself to recover financially and pay back thousands of dollar I will owe, along with staying on top of current rent and bills. If it's not enough time for me, what makes you think it's enough time for a family of 5 living on the minimum wage? And that's if people can find a job right away after the shelter in place is lifted.</p> <p>People with medical, financial, housing, childcare, and family problems don't have time to collect all documents to prove that they're struggling, WE ALL ARE STRUGGLING.</p> <p>Please enact a moratorium immediately!</p> |

D.3 Eviction Moratorium

| # | Agenda Item | Your Name | City | Comments (1500 character limit) |
|----|--|----------------|---------|--|
| 9 | D.3 Urgency ordinance on emergency moratoriums on evictions and rent increases | Dolores Ramos | | <p>Good afternoon, my name is Dolores Ramos. I'm a single mother and a volunteer with the Central County Regional Group, sponsored by First 5 Contra Costa.</p> <p>I'm writing in full support of a countywide moratorium on evictions and rent increases.</p> <p>I'm a single mother to a little girl and due to COVID-19 my work hours have been considerably reduced making it difficult to afford all my bills during this time. I fear that as we transition back to a full time work schedule, it will take me a long time to recover financially. This is not just the case for me but for thousands of other families like me, living on minimum wage. This is why it is imperative for you to increase the grace period to at least a year or 120 days per month in arrears.</p> <p>Also, I'd like to ask you to loosen documentation to prove hardship and extend the time we have to turn in documentation to a landlord from 14 to 30 days after rent is due. As a single mother who is working part time, and helping my daughter with schoolwork, it is just too much to also burden us with by requesting so much documentation.</p> <p>I'm counting on you to do the right thing and support working families during this pandemic.</p> |
| 10 | D.3 Urgency ordinance on emergency moratoriums on evictions and rent increases | Silvia Angeles | Antioch | <p>Good afternoon. My name is Silvia Angeles, an Antioch resident for more than 20 years and a proud member of the East County Regional Group, sponsored by First 5 Contra Costa.</p> <p>I want to strongly encourage you to enact immediately a moratorium on evictions and rent increase for our county.</p> <p>Currently, the city of Antioch has not offer tenants any protections against rent increases. Personally, I am self-employed and depend financially on my small cleaning business. COVID-19 has created an economic hardship for my family and me. I am constantly stressing about my upcoming bills and monthly rent and fear that any moment my landlord could choose to increase my rent. Unfortunately, if my rent is increased during this crisis it will be impossible for me to recover and would most likely be evicted.</p> <p>Similarly, in order for families to feel relief during this time, the grace period to pay back owed rent has to be sufficient. We ask that you extend your grace period to 120-days per month the order lasts of arrears. Families need this time to save and pay back the increasing debt.</p> <p>However, we also request enforcement of this ordinance. Provide tenants with a legal avenue if landlords refuse to follow the law.</p> <p>We need relief now! I urge you to protect families by passing a moratorium on evictions and rent increases. Please provide a clause to give a 120-day grace period in arrears per each month the Shelter in Order lasts.</p> |

D.3 Eviction Moratorium

| # | Agenda Item | Your Name | City | Comments (1500 character limit) |
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| 11 | D.3 Urgency ordinance on emergency moratoriums on evictions and rent increases | Belem Ramirez | Antioch | <p>Good evening Mayor, Council members and staff. My name is Belem Ramirez and I am a member of the East County Regional Group. Today, I come here to talk about the temporary moratorium over the evictions of residential and commercial renters. Our group's values are to fight for the less fortunate to strive for equality and equity. Our objective is to help children and give them a voice, in this current pandemic one way we can help children is by helping their parents have a steady household. The problem is that parents living paycheck to paycheck with no savings are at risk of losing their homes and in such extension unable to provide a safe place for their kids. The solution to this problem is in your hands to establish an extensive moratorium that allows for each unpaid month of rent to have a grace period of 120 days to allow the renter to pay. I believe if you support this moratorium it will give this community hope, in these dark times all we can seek for is hope and faith to keep us going. Give this community a fighting chance. For these reasons, I ask you to please take action by supporting our groups fight.</p> <p>Thank you. Belem Ramirez</p> |
| 12 | D.3 Urgency ordinance on emergency moratoriums on evictions and rent increases | Christine Clark | Antioch | <p>Good Morning Supervisors. My name is Christine Clark, an Antioch resident and the Co-Chair of the East County Regional Group.</p> <p>Our group is committed to creating a healthy, safe and more equitable East county for young children and families.</p> <p>Thank you for drafting the countywide eviction and rent increase moratorium for all residents of Contra Costa County. This ordinance is necessary during this challenging time.</p> <p>There is no reason to put more people on the streets. All families are trying to follow the Shelter in Place order and should not be punished because of it.</p> <p>Currently, your grace period only covers 4 months, I strongly ask that you revisit this item and extend your grace period for repayment of owed back rent to 120-days for every month in arrears the order is in effect. This will allow time for families to pay back rents on top of all of their other expenses.</p> <p>The documentation process could also be broader to allow more flexibility for families to show prove of their hardship. Please help the most vulnerable families by not making this process more demanding and challenging. Allow them 30 days to provide this prove instead of 14 days.</p> <p>I fully support also extending moratorium protections to homeowners.</p> <p>I urge you to pass a countywide eviction and rent increase moratorium with the guidelines provided. Thank you.</p> |

D.3 Eviction Moratorium

| # | Agenda Item | Your Name | City | Comments (1500 character limit) |
|----|--|-------------------|---------|--|
| 13 | D.3 Urgency ordinance on emergency moratoriums on evictions and rent increases | Yaratzet Santiago | Antioch | <p>Good morning. My name is Yaratzet Santiago, I am a resident of Antioch and am a member of the East County Regional Group, sponsored by First 5 Contra Costa.</p> <p>Thank you for considering this important action item. I am in full support of a countywide moratorium on evictions and rent increases. However, to make this ordinance stronger, we urge you to provide a longer grace period to pay back owed rent.</p> <p>My family has been affected severely by the Covid-19 pandemic. My husband had just returned to work in January of this year and got laid off in March, due to the Shelter in Place order. This situation has caused my family a tremendous hardship. We are a family of 4 members and it has been very hard to continue to pay for food and rent. Sadly, we don't qualify to receive any public benefits and like me are thousands of families going through the same thing. I feel so impotent witnessing the consequences of this pandemic.</p> <p>We look to you as local leaders to support and protect us. Passing a moratorium on evictions and rent increase is a critical step to protect Contra Costa families.</p> <p>Enact immediately a moratorium on evictions and rent increases! I urge you to include a clause for a grace period of 120-days PER MONTH after the shelter in place order is over. Your current proposal of 4 months is not sufficient and will only cause more hardship, more evictions, and more homelessness in the future.</p> |

D.3 Eviction Moratorium

| # | Agenda Item | Your Name | City | Comments (1500 character limit) |
|----|--|------------------|--------------|---|
| 14 | D.3 Urgency ordinance on emergency moratoriums on evictions and rent increases | Chipo Washington | Walnut Creek | <p>Good morning. My name is Chipo Washington, resident of Walnut Creek, and Chair of East County Regional Group.</p> <p>We are a group of parent advocates that work to improve the conditions of our community for children and families.</p> <p>I would like to express my support for a countywide Moratorium on evictions and rent increases. We thank you for taking the steps necessary to protect all residents during this difficult time. However, there are components of the ordinance that can still be strengthened.</p> <p>I am very concerned about the impact Covid-19 has had on Contra Costa families. Many families have suffered loss of income and have been living on their savings for the past month. We need stability in this very uncertain time. This is why I urge you to grant a 120-day grace period to pay back owed rent for every month of arrears. In your current proposal, it only allows 4 months but many families will be unable to pay so many thousands of dollars in such a short amount of time. This grace period will give tenants the opportunity to recover from lost wages while paying current rents due upon receipt.</p> <p>Contra Costa residents need your support during this time. Enact a moratorium on evictions and rent increases now. Strengthen the ordinance by granting us a 120-day grace period to pay back owed rent for every month of the order.</p> |
| 15 | D.3 Urgency ordinance on emergency moratoriums on evictions and rent increases | Alma Gomez | San Pablo | <p>Hi my name is Alma Gomez and I am Resident of San Pablo and a member of the community group ACCE I am writing because I want you to enact a moratorium on evictions and rent increases." we're not working because covid -19 we don't have money to pay rent and buy groceries we need you help</p> |

D.3 Eviction Moratorium

| # | Agenda Item | Your Name | City | Comments (1500 character limit) |
|----|--|-------------------|-----------|--|
| 16 | D.3 Urgency ordinance on emergency moratoriums on evictions and rent increases | Silvia Perez | Bay Point | <p>Hi my name is Silvia Perez and I am a resident of Bay Point CA and a member of the community group ACCE. I am writing because I want you to enact a moratorium on evictions and rent increases." Our Family is been affected by the pandemic because my daughter her job was reduce less of 50% , my husband is retired , and my son he is sick he is a schizophrenic under medication , Sandra has 5 children 3 sick with mental problems , our mortgage is \$1300 a month we are not going to pay May , we do not have enough money for rent and bills just for food , we hope that you see our situation and help us .</p> <p>Thank you,</p> |
| 17 | D.3 Urgency ordinance on emergency moratoriums on evictions and rent increases | Guadalupe Morales | San Pablo | <p>Hi my name is Guadalupe Morales and I am a resident of San Pablo and a member of the community group ACCE. I am writing because I want you to enact a moratorium on evictions and rent increases. It's already been a difficult time in the Bay Area to keep working class families in their homes, but it's now more important that ever.</p> <p>The social impact of evictions on families and communities will be brutal due to COVID-19. Nationwide, unemployment claims have skyrocketed to record-breaking levels. Many more will lose their jobs in the coming months. A staggering 47 percent of renters spend more than a third of their income on rent, while one-quarter of renters give more than half of their income to their landlord. For these households, any loss in income is a threat to housing stability.</p> <p>The County has responsibility to step in to stabilize both communities and the housing market. A rent moratorium is no substitute for a more rational and humane long-term housing policy, but as we face this pandemic, I hope our Supervisors will make the right move.</p> |

D.3 Eviction Moratorium

| # | Agenda Item | Your Name | City | Comments (1500 character limit) |
|----|--|-------------------|-----------|---|
| 18 | D.3 Urgency ordinance on emergency moratoriums on evictions and rent increases | Jacqueline Chavez | | <p>Hi my name is Jacqueline Chavez and I am a resident of Bay Point and a member of the community group ACCE. I am writing because I want you to enact a moratorium on evictions and rent increases." I not been able to work , because my job is cleaning homes i the last month , my husband is the only one working ,we have 2 teenagers 14 and 17 years old we have living in this place for 5 years , we are very worry that my husband can loss his job .</p> <p>We ask that you do all you can to help our community .</p> <p>Thank you,</p> |
| 19 | D.3 Urgency ordinance on emergency moratoriums on evictions and rent increases | Lucia Roan | Bay Point | <p>Hi my name is Lucia Roan and I am a resident of Bay Point and a member of the community group ACCE. I am writing because I want you to enact a moratorium on evictions and rent increases." My husband since a month he is only working 1 or 2 days a week , for us it is a very difficult situation , we do not have money to pay the rent of May 1 , and pay bills and buy food, we have 3 children one girl is 9 years old and 2 boys 7 and 13 years old . our rent is \$1600 a month . Please do all you can to help us .</p> <p>Thank you</p> |
| 20 | D.3 Urgency ordinance on emergency moratoriums on evictions and rent increases | Maria Navarro | Bay Point | <p>Hi my name is Maria Navarro and I am a resident of Bay Point CA and a member of the community group ACCE. I am writing because I want you to enact a moratorium on evictions and rent increases." The last month my husband has been working 1 or 2 days , we are not going to be able to pay rent \$ 1600 plus a car payment of \$600 and bills , we have 3 children 10, 6 and 1 year old , we are been living is this home the last 10 years we are very concern that this pandemic continues because we are not going to be able to pay anything.</p> <p>Please see our situation and help us .</p> <p>Thank you,</p> |

D.3 Eviction Moratorium

| # | Agenda Item | Your Name | City | Comments (1500 character limit) |
|----|--|----------------|--------------|---|
| 21 | D.3 Urgency ordinance on emergency moratoriums on evictions and rent increases | Rosa Flores | Bay Point | <p>Hi my name is Rosa Flores and I am a resident of Bay Point CA and a member of the community group ACCE. I am writing because I want you to enact a moratorium on evictions and rent increases." I am living in this town for more that 20 years, with this pandemic my son lost his job , and now we are in a very critical situation to be able to pay the Mortgage and bills and to buy food , we are 5 with my grand children and his wife .</p> <p>Than you,</p> |
| 22 | D.3 Urgency ordinance on emergency moratoriums on evictions and rent increases | Rosa Vargas | Bay Point | <p>Hi my name is Rosa Vargas and I am resident of Bay Point and a member of the community group ACCE. I am writing because I want you to enact a moratorium on evictions and rent increases. We are trying to do the impossible and we have faith in you, our Board members, to do the right thing for all the people who need assistance, so they wont be evicted from their homes in this crisis. Be sure to extend the grace period for repayment to at least 90 days per month of back rent owed, so we dont create a second crisis when tenants are unable to catch up on their rent due to an artificially tight deadline. Remember "40% of Americans would struggle to come up with \$400 for an unexpected emergeceny".</p> |
| 23 | D.3 Urgency ordinance on emergency moratoriums on evictions and rent increases | Victor Ramirez | Bay Point | <p>Hi my name is Victor Rameriz and I am a resident of Bay Point and a member of a community group ACCE. I am writing because I want you to enact a moratorium on evictions and rent increases. I volunteer with my church to provide food for those that are in need. Not only have our days increased but we have alot more people because of the corona virus. If these people do not have food, they do not have money for their rent. As a county and city, we can not afford thousands and thousands of new homeless. It will only help spread the corona virus and we do not have the support to feed so many. Please think about the whole county as you make this choice. Also include to extend the grace period to at least 90 days per month of back rent owed, so we dont create a second crisis when tenants are are unable to catch up on their rent due to an artificially tight deadline. This is an important decision the five of you are going to make for everybody in our county. Please include your faith on this decision.</p> |
| 24 | D.3 Urgency ordinance on emergency moratoriums on evictions and rent increases | John Schaeffer | Walnut Creek | <p>i am concerned about this ordinnace and want the board to address how does this address rent increases that were noticed or agreed to in writing before the ordinance passed but take effect after the ordinance passes? this is problematic</p> |

D.3 Eviction Moratorium

| # | Agenda Item | Your Name | City | Comments (1500 character limit) |
|----|--|-----------------|--------------------|---|
| 25 | D.3 Urgency ordinance on emergency moratoriums on evictions and rent increases | kevin | san ramon | <p>I have doing business in San Ramon community for over 20 years in the same retail shopping center. As a small business with Covit situations I and many local small business need a relief from evictions for a period of at least six months. We need the board to consider putting some kind of rules Not to evict small business specially in commercial settings. The reason why I am asking for six months is because I feel the Contra Costa county civil authorities are not inclined to open fully all the business in May and I feel very strongly that the partial opening could happen in July or August at best. I therefore believe if a period can not be extended longer then this will be too late and some landlord or commercial property owners will file for eviction. This is especially thru that many many small business have not received any funding or loans yet.</p> <p>Thank you very much for your consideration!</p> |
| 26 | D.3 Urgency ordinance on emergency moratoriums on evictions and rent increases | Shannon G. | House in Brentwood | <p>I own a property along Sycamore in Brentwood. I use the income from that property so I can rent a house in another city so my kids can be in a better school district. I am not made of money. I am just a concerned mom who want her kids access to good education.</p> <p>I want the required documentation to be required when my tenants ask to participate in this moratorium program. It doesn't make sense for me to wait until I send a notice to my tenant then wait for 14 days for my tenant to provide the documentation.</p> <p>Under this ordinance, I am prohibited from giving a rent increase notice or notices to vacate. So why do I need to give one BEFORE I can ask for documentation from my tenant? Please make sure that the documentation requirement and advanced notice is given to the landlord first.</p> <p>This way, I can make arrangement to make sure payments to my rental house that I live in is also protected.</p> <p>Thank you and take care.</p> |
| 27 | D.3 Urgency ordinance on emergency moratoriums on evictions and rent increases | Douglas A Leich | Danville | <p>I urge you to strengthen the proposed ordinance by increasing the grace period from the proposed 120-day total to allow 120 days for each month of missed rent, as recommended by East Bay Housing Organizations in their April 13 letter to you. A 4-month repayment period for missed rent is likely to be an insurmountable obstacle for low income tenants who are already rent burdened. We must avoid having a wave of evictions after the worst of the pandemic has passed. What if the crisis lasts for 3 months, or more? That would mean that tenants--many now out of work--could be expected to pay nearly double their usual rent, or even more, for 4 months following the state of emergency. For many low-income renters, that will be impossible, thus setting off a cascade of evictions later this year. We must always keep in mind that housing is health care. Loss of housing would make sheltering in place impossible, leading to increased COVID-19 transmission and many other adverse impacts.</p> |

D.3 Eviction Moratorium

| # | Agenda Item | Your Name | City | Comments (1500 character limit) |
|----|--|------------------|-------------|--|
| 28 | D.3 Urgency ordinance on emergency moratoriums on evictions and rent increases | Brendon O'Laskey | Antioch, CA | <p>My name is Brendon O'Laskey. I am an East County resident and a member of the East County Regional Group, sponsored by First 5 Contra Costa.</p> <p>We are a group of parent advocates working towards a healthy, safe and equitable East County for young children and families.</p> <p>I fully support a countywide eviction and rent increase moratorium as it is essential to support families struggling with job loss and medical concerns in this unprecedented crisis.</p> <p>After the shelter-in-place ends and the moratorium is lifted, tenants need a reasonable grace period to pay back rent. The economy will not bounce back immediately and many families will need to look for new jobs. It is unrealistic to expect us to pay back all rent due within 4 months, especially if this continues beyond May. It merely delays the wave of evictions. Instead, allow people a floating payback period based on the number of months in shelter-in-place, 120 days per each month the order lasts.</p> <p>We also urge you to loosen documentation and provide tenants with more time to produce this documentation. The 14 days provided is not enough, we need minimum 30 days. Families are stressed as it is, do not create an unnecessary burden for them.</p> <p>I urge you to enact a moratorium on evictions, rent increases and give a 120-day grace period per month to pay back owed rent. We need to prepare to get out of this crisis together.</p> |
| 29 | D.3 Urgency ordinance on emergency moratoriums on evictions and rent increases | Carmen Cruz | Bay Point | <p>My name is Carmen Cruz and I am a resident of Bay Point CA and a member of the community group ACCE. I am writing because I want you to enact a moratorium on evictions and rent increases." All our Family was lay off of work we are 4 members and my husband ,his brother and our son lost jobs we are very worry that we can not pay rent of May and bills and food, no one is going to received any check or qualify for EDD, does why we have a critical situation , please help our family and community.</p> <p>Thank you,</p> |

D.3 Eviction Moratorium

| # | Agenda Item | Your Name | City | Comments (1500 character limit) |
|----|--|-----------------|---------|---|
| 30 | D.3 Urgency ordinance on emergency moratoriums on evictions and rent increases | Debra Ballinger | Concord | <p>My name is Debra Ballinger and I am the Executive Director of Monument Impact.</p> <p>This public health crisis comes on top of an already existing local and regional housing affordability crisis and shows all of us that very little matters as much as a safe, stable home. This is why we support an eviction moratorium and rent freeze. In the past month, we have fielded calls from residents of Concord, Pleasant Hill, Walnut Creek and other cities, who informed their landlords that due to loss of income related to COVID-19, they are unable to pay their rent. Unfortunately, many residents have already received eviction notices or are being threatened with eviction once the shelter in place order is lifted. This is a pattern of harassment of immigrants who do not speak English and do not understand the eviction process that we have seen for years.</p> <p>These elements are critical to this ordinance:</p> <ul style="list-style-type: none"> • Ensure NO 'no fault' evictions will be issued or carried out during the Shelter in Place order. • Provide a significant grace period for payment of back rent to respond to a variety of unknown scenarios AND help residents get back on their feet economically. • Place a freeze on rent increases • Create fair documentation requirements for thousands of workers who do not receive pay stubs. • Make the ordinance enforceable to prevent retaliation against tenants for inability to pay rent during this crisis. <p>We ask you to please pass this moratorium today. People need help now!</p> |

D.3 Eviction Moratorium

| # | Agenda Item | Your Name | City | Comments (1500 character limit) |
|----|--|----------------|-------------------------|--|
| 31 | D.3 Urgency ordinance on emergency moratoriums on evictions and rent increases | Eduardo Torres | Bay Point is not a city | <p>My name is Eduardo Torres, I'm the Northern California Regional Coordinator with Tenants Together. We're a statewide coalition of local tenant organizations dedicated to defending and advancing the rights of California tenants to safe, decent, and affordable housing.</p> <p>I am also a lifelong resident of the unincorporated community of Bay Point where me and my family are renters. I writing today because I fully support this board adopting a moratorium on evictions, but I strongly feel that it should include the following.</p> <p>1)An extended grace period for renters to payback rent. 120 days is simply not enough time to pay back 2 or possibly 3 months of back rent. 120 days is insulting, especially since there are already cities in this county that allow much more time than that to pay back rent. This board should adopt a moratorium that would allow at least 90 days to pay back rent per each month that is owed.</p> <p>2)Extend time renters have to provide that documentation. 14 days is not enough time, especially for those that work in gig economies and can't provide documentation as easily as you or me could. The burden is heavily put on the renters in this situation, so there needs to be more time for us to provide documentation. It's only fair that people who don't have access to resources are given more time to provide documentation to their property owner.</p> <p>Thank you for your time.</p> |

D.3 Eviction Moratorium

| # | Agenda Item | Your Name | City | Comments (1500 character limit) |
|----|--|---------------|----------|--|
| 32 | D.3 Urgency ordinance on emergency moratoriums on evictions and rent increases | Jess Jollett | Antioch | <p>My name is Jess Jollett and I am the executive director of Lift Up Contra Costa, a countywide coalition of labor, advocacy, and community organizations. I am grateful to the Board for bringing forward a draft ordinance with key protections for tenants. And, I am so very proud of the impacted tenants and advocates that have gotten us here today.</p> <p>There are three areas of this ordinance that still need your leadership.</p> <p>1) Extend the grace-period given to tenants and small businesses to pay the back rent. A total of 120 days (just 4 months) to pay back 2 or possibly even 3 months of rent is unrealistic. How are so many low-wage service workers, child-care providers, hotel housekeepers, waiters and waitresses, going to do that---and pay the current month due?</p> <p>2) Build in more enforcement mechanisms. Laws are only as good as their enforcement. We need stronger provisions for attorneys fees so that low-income clients can find legal representation if they are wrongfully evicted.</p> <p>3) Simplify the documentation requirements and to extend the time tenants have to provide that documentation from 14 days to 30 days. The time to get adequate documentation, especially from gig workers and those in the informal economy takes more time.</p> <p>Hundreds of people from all sectors have spoken out over the last 4 weeks for a strong ordinance. Please respond appropriately to your constituents and pass an ordinance that will protect us all. Thank you for your time and leadership.</p> |
| 33 | D.3 Urgency ordinance on emergency moratoriums on evictions and rent increases | Mariana Moore | Richmond | <p>On behalf of Ensuring Opportunity's Leadership Team and community partners, I am writing to thank you for your vision in considering this draft ordinance today. Thanks to your leadership, tens of thousands of Contra Costa residents will soon have the country's leaders on their side as they navigate the economic hardship caused by the government's mandatory stay at home order.</p> <p>The rent increase and prohibition on late fees are worthy components of ghe draft ordinance. But the proposed 120-day total repayment period is completely unrealistic and must be changed to 120 days PER MONTH of back rent owed. Repaying 2 months in 120 days is equivalent to a 25% increase in your rent payment for 4 months, just as folks are returning to work and struggling to get back on their feet after months with less or no income. This would lead to a huge new wave of evictions, which in an economic downturn will hurt both tenants and landlords.</p> <p>Let's make sure that Contra Costa is a beacon of hope for local residents. We are all in this together.</p> |

D.3 Eviction Moratorium

| # | Agenda Item | Your Name | City | Comments (1500 character limit) |
|----|--|---------------|------------|--|
| 34 | D.3 Urgency ordinance on emergency moratoriums on evictions and rent increases | Vincent Lau | El Cerrito | Our name are Vincent and Lisa Lau, we are a long time contra costa county resident as well as a local housing provider in El cerrito, Richmond, San Pablo and Moraga. We encourage you to consider the potential unintenended consequences your ordinance could have and include reasonable accommodations to strike a balance between renters and rental housing providers. Please consider language that would encourage advanced notification by the tenants to their landlord if they are unable to pay rent allowing partial payments and emphasizing that the moratorium is not ment to be a rent waiver. |
| 35 | D.3 Urgency ordinance on emergency moratoriums on evictions and rent increases | | | Please allow partial payments. San Mateo County, County of Sacramento, and cities of Elk Grove, Anaheim, and Sacramento allow partial payment. |
| 36 | D.3 Urgency ordinance on emergency moratoriums on evictions and rent increases | Kristina Tran | Brentwood | Please remove the retroactive clause. If the landlord acted in reliance on the law when he or she terminated a tenancy on March 17 - they should NOT now be considered in violation because the law changed retroactively. Also, if landlords are already in an unlawful detainer process, they could get stuck paying the tenant's court costs if they dismiss now - even though they didn't necessarily do anything wrong by filing the case. Please say no to retroactive requirements. |

D.3 Eviction Moratorium

| # | Agenda Item | Your Name | City | Comments (1500 character limit) |
|----|--|-------------------|---------------|--|
| 37 | D.3 Urgency ordinance on emergency moratoriums on evictions and rent increases | Rhovy Lyn Antonio | Pleasant Hill | <p>The California Apartment Association, Contra Costa Division does not oppose the Board's intent to protect renters during the COVID-19 pandemic. Last month, CAA unveiled the Stay at Home Guidelines which calls for rental housing providers to limit evictions and rent increases, waive late fees, and negotiate with renters on payment plans to accommodate their financial need.</p> <p>Upon review of the Contra Costa County's draft ordinance, CAA, together with the Contra Costa Association of REALTORS, respectfully request the following modest amendments to strike a balance and ensure accountability:</p> <ul style="list-style-type: none"> - Allow advanced notification to rental housing property owners - Require objective and verifiable documentation demonstrating COVID-19 hardship be submitted within 14 days of past due rent - Compliance with Costa-Hawkins exemptions on the rent freeze provisions <p>Additionally, CAA and CCAR emphasize that objective and verifiable proof of documentation is critical for owners who seek mortgage forbearance due to COVID-19.</p> <p>The ordinance adopted today should be prospective and not include retroactive provisions that will make legal actions illegal.</p> <p>CAA and its members are hopeful that the Board finds a consistent, equitable approach that will help the entire community, including small businesses and housing providers get through this difficult time while maintaining the health, safety, and housing stability of renters and owners. Thank you for your consideration during these uncertain times.</p> |
| 38 | D.3 Urgency ordinance on emergency moratoriums on evictions and rent increases | | | <p>The draft ordinance says only that 'an owner may not increase rent' - there is no exception for lease renewals, which is very important to both landlords and tenants. How are you coming to the conclusion that lease renewals are exempt?"</p> |

D.3 Eviction Moratorium

| # | Agenda Item | Your Name | City | Comments (1500 character limit) |
|----|--|--|------------|---|
| 39 | D.3 Urgency ordinance on emergency moratoriums on evictions and rent increases | Josh Anijar | Martinez | <p>The Labor Council has been encouraged by this county's dedication to protecting the lives of our community members. The unprecedented order to shelter in place will undoubtedly be shown to have saved lives. It was a bold yet common sense response to this crisis. In order for our community to adhere to this mandate, we must ensure that our community remains housed and free from threats of eviction. Recognizing that renters in our community are still vulnerable, the cities of Concord, Antioch, Pittsburg, Richmond, and El Cerrito have instituted eviction moratoriums and rent freezes to protect the most vulnerable in our community. These communities should be commended for taking measures to strengthen the County's shelter in place order, yet hundreds of thousands of residents that live outside these jurisdictions remain vulnerable to displacement. This Board can do much to reassure those hit hardest by the COVID-19 response that they will be protected.</p> <p>The Contra Costa Labor Council, AFL-CIO, representing 85 local unions with 85,000 working families across this county, join the broad alliance of labor and community groups respectfully urging the Board of Supervisors to take swift action to protect housing security by instituting an eviction moratorium with a 90 day grace period for every month of delayed rent; documentation requirements that are not cumbersome for tenants; a ban on "no-fault evictions; and a moratorium on all rent increases during this crisis.</p> |
| 40 | D.3 Urgency ordinance on emergency moratoriums on evictions and rent increases | Jeffrey Levin for East Bay Housing Organizations | El Cerrito | <p>This is a follow-up to comments we submitted last week.</p> <p>East Bay Housing Organizations (EBHO) strongly supports the proposed moratorium on evictions and rent increases and urges you to adopt it immediately. We are pleased that many of our suggestions have been incorporated – specifically extending coverage to ALL evictions and the inclusion of a moratorium on rent increases.</p> <p>We also urge you to include the following provisions to strengthen this measure:</p> <ol style="list-style-type: none"> 1. Automatic extension of the moratorium if either the County Health Officer or State shelter-in-place order is extended, without need for separate Board action. 2. Extend the moratorium for a period of 90 days following the end of the state of emergency to avoid a flood of evictions while people are still trying to get back on their feet. 3. In section 4(b), allow tenants 30 days rather than 14 to provide a written notice of eligibility to the owner. 4. Extend repayment period from a flat 120 days to 90 days for each month of non-payment. With a 120-day repayment period, tenants who miss rent payments in just April and May would need to pay 1-1/2 times their normal rent for the first 120 days after the emergency is lifted. As most lower income renters are already paying significantly more than 30% of income for rent, repayment at this rapid rate is simply not feasible. 5. Support State and Federal measures for a moratorium on foreclosures and emergency rental and mortgage assistance to keep people in their homes. |

D.3 Eviction Moratorium

| # | Agenda Item | Your Name | City | Comments (1500 character limit) |
|----|--|-----------------|----------|--|
| 41 | D.3 Urgency ordinance on emergency moratoriums on evictions and rent increases | David Sharples | Richmond | <p>We are grateful to the Board for bringing forward a draft ordinance with key protections like a prohibition on late fees and a freeze on rent increases during this time.</p> <p>Yet, there are 3 areas that need to be strengthened if we truly want to stabilize housing for families and residents and for small businesses.</p> <p>We urge the board to extend the grace-period given to tenants and small businesses to pay the back rent. A total of 120 days (just 4 months) to pay back 2 or possibly even 3 months of rent is unrealistic. How are so many low-wage service workers, child-care providers, hotel housekeepers, waiters and waitresses, going to do that---and pay the current month due?</p> <p>A longer grace period helps everybody: tenants have more time to pay back their landlords, so they ultimately get their money; Less families get evicted and displaced, and we prevent a dramatic rise in homelessness.</p> <p>We urge the Board to build in more enforcement mechanisms</p> <p>Laws are only as good as their enforcement. We need stronger provisions for attorneys fees so that low-income clients can find legal representation if they are wrongfully evicted.</p> <p>We urge the Board to simplify the documentation requirements and to extend the time tenants have to provide that documentation from 14 days to 30 days.</p> <p>The time to get adequate documentation, especially from gig workers and those in the informal economy takes more time.</p> |
| 42 | D.3 Urgency ordinance on emergency moratoriums on evictions and rent increases | Audean Ghanbari | Orinda | <p>What rights will landlords have in ensuring their rents/mortgages are to be paid on time? As a landlord, we understand that working with tenants is a priority needed at this time, but with possible unresponsive tenants, or those hoping to bank in on extended regulations, what can landlords do to ensure their properties aren't delinquent? It states that tenants need to provide a notice of loss of income within 14 days of eviction notice, but what if there are multiple tenants? Do all tenants need to submit those notices? Will you please discuss the rights of landlords during this time, or any suggestions that could be made to help both the landlords position, as well as a tenants position? We know that tenants cannot be evicted, but what can landlords do?</p> |

From: [John Gioia](#)
To: [Clerk of the Board](#); [Mary Ann Mason](#)
Subject: <no subject>
Date: Tuesday, April 21, 2020 2:36:21 PM

This just came in and should be read

John Gioia
Contra Costa County Board of Supervisors
11780 San Pablo Ave., Suite D
El Cerrito, CA 94530
Website: www.cocobos.org/gioia
Facebook: www.facebook.com/johngioia1958
Twitter: @supejohngioia

This message is being sent on a public e-mail system and may be subject to disclosure under the California Public Records Act.

From: Leah Simon-Weisberg <lsw@calorganize.org>
Date: Tuesday, April 21, 2020 at 2:31 PM
To: John Gioia <John.Gioia@bos.cccounty.us>
Subject: Re: <no subject>

There is nothing in either Executive Order issued by the Governor requiring that a tenant had paid rent before Covid-19 emergency order goes into effect or in order for the EO to protect those tenancies. Instead, it defined the people receiving protection as a tenant versus someone who is squatting for example. In California 1946 defines what is a tenancy as well as AB 1942 defines tenancies as those that have leases and are created when a person pays rent.

https://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?lawCode=CIV§ionNum=1946.1.

From: Jan Warren <jtxwarren@gmail.com>
Sent: Monday, April 20, 2020 10:55 AM
To: Clerk of the Board <ClerkOfTheBoard@cob.cccounty.us>
Subject: comments for April 21, 2020 CCC Board of Supervisors

Dear CCC Clerk of the Board and Board Members

Comments for Agenda item Eviction Moratorium at April 21, 2020 Meeting

Good Afternoon,

My name is Jan Warren. While CA went into self-isolation on March 16, 2020, the CARES Act, H.R. 748 wasn't passed by the U.S. Congress and signed by the President until March 27, 2020.

Please increase the grace repayment period to allow for 6 months or 180 days to repay their regular monthly rent or mortgage. Even if people are able to work in June, it may not be full time and they might not get paid until July.

The Paycheck Protection Program quickly ran out of money.

Our Food Bank is going through its disaster food supply and it is taking 8 weeks to fill their order.

Eligibility for CalFresh and unemployment is backed up by lack of staff and new computer programming necessity. So many people's forms haven't even been processed.

Few have received their one-time checks from H.R. 748. Every system is overloaded and taking much longer than usual.

Jan Warren
3202 Primrose Lane
Walnut Creek, CA 94598

 Virus-free. www.avast.com

From: John Gioia <John.Gioia@bos.cccounty.us>
Sent: Monday, April 20, 2020 4:17 PM
To: Clerk of the Board <ClerkOfTheBoard@cob.cccounty.us>
Subject: FW: Faith Support for Emergency Ordinance

John Gioia
Contra Costa County Board of Supervisors
11780 San Pablo Ave., Suite D
El Cerrito, CA 94530
Website: www.cocobos.org/gioia
Facebook: www.facebook.com/johngioia1958
Twitter: @supejohngioia

This message is being sent on a public e-mail system and may be subject to disclosure under the California Public Records Act.

From: Multi-Faith Action Coalition <contactmfac@gmail.com>
Date: Monday, April 20, 2020 at 4:09 PM
To: SupervisorMitchoff <SupervisorMitchoff@bos.cccounty.us>, Supervisor_Burgis <Supervisor_Burgis@bos.cccounty.us>, Federal Glover <Federal.Glover@bos.cccounty.us>, Supervisor Candace Andersen <SupervisorAndersen@bos.cccounty.us>, John Gioia <John.Gioia@bos.cccounty.us>
Subject: Faith Support for Emergency Ordinance

Dear Chair Andersen and Members of the Board of Supervisors:

The Multi-faith ACTION Coalition, made up of faith leaders and advocates in Contra Costa County, supported the community letter to the Contra Costa Board of Supervisors regarding a rent moratorium and no evictions ordinance. Many of us have submitted personal comments during public comment times at the Board meetings.

Thank you for the strong provisions you have expressed support for to date, including a moratorium on rent increases and late fees. A strong moratorium policy will protect seniors, families with young children, childcare workers, and others who together are a vital part of our economy and an important part of our community.

We are concerned, however, with the grace period the ordinance will recommend for repayment of rent. Please take action to extend the grace period for repayment to at least **90 days per month** of back rent owed, to ensure that we don't create a second crisis when tenants are unable to catch up on their rent due to an artificially tight deadline. Because the wages these residents will be paid is so low, every month matters.

We all benefit -- landlords, tenants, local businesses -- when residents are able to stay in their homes, provide stable housing for their families, and keep contributing to their local community. **Keeping our faith in the forefront of our actions, we feel it is important remember we are all in this together. Helping the most vulnerable and marginalized is the moral thing to do.**

We are grateful to you for considering this ordinance and all of the other steps you have taken to help our County's residents at this difficult time.

In gratitude,

Members of the Steering Committee and Faith Leaders Advisory Board:

Rev. Fred Weidmann

Rev. Will McGarvey

Rev. Barbara Barkley

Gwen Watson

J. Norman Bardsley

Douglas Holmes

Jan Warren
Weintraub

Mark MacMahon

Melody Howe

**Multi-faith ACTION
Coalition**

www.multifaithactioncoalition.org

From: [Rhovy Lyn Antonio](#)
To: [Supervisor Candace Andersen](#); [John Gioia](#); [Supervisor Burgis](#); [Karen Mitchoff](#); [District5](#)
Cc: [Heather Schiffman](#); [Mary Ann Mason](#); [Clerk of the Board](#)
Subject: Item D3: Letter from CAA and CCAR
Date: Tuesday, April 21, 2020 11:43:43 AM
Attachments: [Letter from CAA and CCAR re Eviction Moratorium due to COVID-19- CoCo County.pdf](#)

Good morning Chair Andersen and Supervisors,

Please see the attached joint letter from California Apartment Association and the Contra Costa County Association of REALTORS on item D3: **Residential Eviction and Rent Increase Moratorium**.

Our organizations do not stand in opposition. However, we request that you carefully consider reasonable amendments to strike a balance between renters and rental housing providers. We thank you in advance for your consideration.

If you have any questions, please contact me (925) 596-1711 or Heather Schiffman (925) 979-8298.

Best,

[Rhovy Lyn Antonio](#) - Vice President of Public Affairs
California Apartment Association
3478 Buskirk Avenue, Suite 1000, Pleasant Hill, CA 94523
rantonio@caanet.org - (925) 398-7551

CAA is your partner in the rental housing industry.

[Find out how we're working for you.](#)

Questions about COVID-19: [Visit our Resource Page](#)

CAA Services: [Events and Education](#) [Insurance](#) [Tenant Screening](#)



CALIFORNIA APARTMENT ASSOCIATION
5478 Buskirk Avenue
Pleasant Hill, CA 94523
925.746-7131



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April 21, 2020

Chair Candace Andersen and Supervisors
Contra Costa County Board of Supervisors
651 Pine Street
Martinez, CA 94553

Re: Agenda #D3: Residential Eviction and Rent Increase Moratorium

Dear Chair Andersen and Supervisors,

The COVID-19 outbreak presents a health and financial crisis to all Californians. Renters facing financial turmoil because of the COVID-19 outbreak should not have to worry about keeping a roof over their heads and the government has a role to play in helping to protect all citizens. The California Apartment Association (CAA) and the Contra Costa Association of REALTORS® (CCAR) are **supportive** of the Board of Supervisors' intent to assist the residents of Contra Costa County and request that you consider key, important points to achieve consistency, practicality, and sustainability.

Any proposal should be carefully crafted to mitigate a chain reaction that will make the situation worse. Any local action must consider that when rent is not paid, there's a domino effect. Without sustained and reliable rent payments, owners and operators, especially family-owned properties may be unable to pay their mortgages and other bills related to operations. When those bills go unpaid, more workers, are out of jobs and face stress.

CAA and CCAR appreciate the County for following Governor Newsom's Executive Orders on residential evictions that makes it clear that:

- The moratorium should not be viewed as a rent waiver or rent forgiveness. It is a rent deferral, and a repayment plan must be clear upon completion of the moratorium.
- The basis of the eviction moratorium is for non-payment of rent due to COVID-19 financial impact and that documentation is required.
- The moratorium is a temporary, emergency measure that sunsets on May 31, 2020.

Adopting this ordinance requires a new responsibility of the County of Contra Costa. The County has an obligation to assist housing providers so they are not extending indefinite lines of credit to affected tenants as this causes a chain reaction which may limit the housing provider's ability to pay their financial obligations (mortgage, property taxes, insurance, utility bills).

To help mitigate the negative domino effect of this ordinance, CAA and CCAR ask the County to consider the following:

- **Require advanced notification to housing providers:**
The Contra Costa County ordinance should include a requirement the tenant provide advance notice of their inability to pay rent due to a COVID-19 related loss of income or employment. This ordinance should add language that requires the tenant to provide proof of the inability to pay related to COVID-19 before or on the date the rent is due. This will allow the property



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owner to prepare should they have a tenant facing financial hardships. Many mom & pop property owners own a duplex or a 4-plex, these owners could lose 25-50% of their income from just one tenant not being able to pay their rent. An advance notice allows the owner time to work with their financial institution to seek relief from late fee or a default against them.

- **Ensure objective and verifiable documentation:**
Section 3(a) allows a tenant to document their hardship by signing a declaration (a statement under penalty of perjury) and that is sufficient. This is ripe for abuse. Objective and verifiable proof that renters' loss of income is directly related to the COVID-19 outbreak is critical to ensure accountability. Without this documentation, rental housing providers will have difficulty seeking mortgage forbearance from lenders or qualifying for foreclosure prevention programs. Documentation should be submitted within 14 days of past due rent.
- **Compatibility with Costa-Hawkins Rental Housing Act:**
Section 7 freezes rents in all properties covered by AB 1482 but does not follow Costa-Hawkins exemptions. Since the ordinance will bring forth a local rent control law in Contra Costa County limiting rents at 0%, the ordinance must exempt properties that are protected by Costa-Hawkins Rental Housing Act. forbearance
- **Partial Payment:**
Include language in Section 6 to allow partial payment to help housing providers with limited cash flow and those who rely on their rental property as their income.
- **Reconsider retroactive provision:**
CAA and CCAR are concerned with how the retroactive application in Section 9 of the proposed ordinance is simply unfair to law abiding rental housing providers who work hard to understand and act in accordance with existing laws which are often already complex. That unfairness is compounded by lack of clarity on how rental housing providers would go about modifying their past actions to comply with the new rules.

From a legal perspective, CAA is of the opinion that retroactive laws contravene the Constitution when they deprive a person of due process or impair the obligations of a contract. Here, rental housing providers acted in reliance on existing laws governing termination of tenancies and rent increases -- **including a sweeping new statewide rent control and eviction law that took effect January 1** -- and that reliance was entirely legitimate.

Retroactive application of the proposed measure would disrupt actions taken in accordance with existing law. Such retroactivity also significantly impairs existing contracts contrary to the reasonable expectations of the parties.



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- **Assistance to renters and housing providers:**
The County should set aside funding to provide short term rental assistance to tenants AND relief to landlords who suffer a loss of income if their tenants cannot pay the rent they're obligated to pay each month.

The COVID-19 pandemic is everyone's problem. Let's find a consistent, equitable approach that will help the entire community, including small businesses and housing providers get through this difficult time while maintaining the health, safety, and housing stability of renters and owners. Thank you for your consideration during these uncertain times.

Sincerely,

A handwritten signature in blue ink that reads "Rhovy Lyn Antonio".

Rhovy Lyn Antonio
Vice President of Public Affairs
California Apartment Association

A handwritten signature in black ink that reads "Heather Schiffman".

Heather Schiffman
Government Affairs Director
Contra Costa Association of REALTORS®

April 21, 2020

Clerk of the Board of Supervisors
Contra Costa County
651 Pine Street, 1st Floor, Room 106
Martinez, CA 94553



CITY OF SAN PABLO
City of New Directions



E-TRANSMITTAL: clerkoftheboard@cob.cccounty.us

**Re: SPECIAL BOARD OF SUPERVISORS MEETING SCHEDULED FOR APRIL 21, 2020:
LETTER OF SUPPORT FOR AGENDA ITEM No. D.3. - CONSIDER ADOPTING
ORDINANCE No. 2020-14, AN URGENCY ORDINANCE TEMPORARILY PROHIBITING
EVICIONS OF TENANTS IN CONTRA COSTA COUNTY IMPACTED BY THE COVID-19
PANDEMIC AND ESTABLISHING A RENT INCREASE MORATORIUM**

Dear Clerk of the Board of Supervisors:


The City of San Pablo appreciates the County's efforts to address the multitude of impacts from the COVID-19 pandemic. On April 20, 2020, the San Pablo City Council, unanimously voted by minute order, to transmit a letter of support to the Contra Costa County Board of Supervisors (County BOS) **in favor** of the proposed Urgency Ordinance No. 2020-14. As you may realize, there are many County residents with San Pablo addresses, so a consistent approach for tenants would be helpful.

In addition, the San Pablo City Council urges the County BOS to consider the following revisions to the proposed Urgency Ordinance No. 2020-14:

1. In Section 3(a)(2), "Prohibitions on Residential and Commercial Evictions" indicate that "Adequate documentation" includes "*but is not limited*" to the examples provided and that "*Documentation may be in the form of texts, emails or paper.*"
2. In Section 6, "Grace Period," consider a longer grace period to pay back rent such as one year from the expiration of the ordinance, as it will take time for tenants who were already living "paycheck-to-paycheck" to earn the money for the rent due during the stay-in-place orders imposed to curb the spread of COVID-19. The City Council has also heard advocates suggest more of a staggered repayment approach such as 120 days from when each rental payment was due after expiration of the ordinance.

Thank you for your time and consideration.

Sincerely,


Arturo Cruz, Mayor
City of San Pablo

cc: San Pablo City Council
City Manager
City Attorney

From: [Nicole Zapata](#)
To: [Clerk of the Board](#)
Subject: Public Comment for 4.21.20 BOS Meeting
Date: Tuesday, April 21, 2020 11:52:46 AM

Hello,

I would like to submit this public comment for today's Board meeting. The form link was not working for me, so I hope that it is alright to send to this email directly. Thank you.

Dear Contra Costa Board of Supervisors,

My name is Nicole Zapata and I am a community organizer with the East Bay Alliance for a Sustainable Economy. My parents are also renters in Supervisor Mitchoff's district. I am writing to urge that you please approve the strongest moratorium possible today to protect people from experiencing more crises in the future.

I work with Jennifer Morales, Community Organizer with Monument Impact and Betty Gabaldon, President of Todos Santos Tenants Union to host monthly tenant clinics where we help support tenants in Contra Costa. We also receive calls weekly from tenants in crisis. The following example is one of the latest stories:

Jorge is a tenant in Antioch and has been living in his current unit for four years. In April, he sent a landlord a letter stating he would not be able to pay rent due to job loss from COVID-19. The landlord wrote back and offered a deal of "only" having to pay \$1250 instead of the usual \$1450, but he still couldn't pay that amount due to total loss of income. He communicated this to the landlord. The landlord responded and told Jorge that he will make sure to evict him after the moratorium is lifted. After that, Jorge received an actual eviction notice: a 3 day notice to pay or quit. Jorge lives alone and doesn't have family or friends to lean on and is worried for what's to come in the future.

Jorge's story is **just one example** of how we need 1) real enforcement of the ordinance to prevent landlords from issuing eviction notices, and 2) extension of the grace period to pay back rent. Jorge does not know when he will find work again and cannot ensure that he will be able to pay back the full amount in the short time period being proposed. This crisis was not Jorge's fault, so why should he be punished for it?

In the future, we will make sure to forward stories of tenants in crisis to the Board to ensure that you are aware of the realities people are facing. The Board has a responsibility to stand up for the County and we are looking to you in this moment of uncertainty and suffering to do just that.

- Nicole Zapata; Co-signed: Jennifer Morales and Betty Gabaldon

From: [Kristi Laughlin](#)
To: [Clerk of the Board](#)
Cc: [John Gioia](#)
Subject: Public Comment for 4.21.20 re: eviction moratorium
Date: Tuesday, April 21, 2020 1:06:54 PM

Dear Supervisors,

I am Kristi Laughlin with the East Bay Alliance for a Sustainable Economy.

Thank you for bringing forward a draft ordinance today with key protections for renters and small businesses, such as the prohibition on late fees and a freeze on rent increases.

I am grateful for this strong start, but we truly need a stronger finish if we want to keep low-wage and working families and residents from losing their homes.

I am asking for three key provisions to be improved:

1. Please extend the time tenants have to share documentation with their landlords from 14 to 30 days.
2. Improve the enforcement measures with penalties for landlords who violate this ordinance, and stronger attorneys fees provisions.

3. **But Most importantly, I urge the board to extend the grace-period**

A total of just 120 days (just 4 months) to pay back 2 months of rent (maybe more) is unrealistic and out of sync with the economic desperation of many low-income families.

Notably, five other cities in Contra Costa have all passed ordinances which have longer grace periods. Why would the County set a lower standard overall? Don't all County residents deserve the same protections?

It is my earnest prayer that you offer a more compassionate and realistic grace period. If you leave this provision unchanged, this ordinance will not serve its purpose of preventing evictions: It will simply offer a delay on an avalanche of evictions.

We know you have voiced concern about "fairness" and concern for landlords in considering a grace period. But **A longer grace period helps everybody:** tenants have more time to pay back their landlords, so they ultimately get their money; Less

families get evicted and displaced, and we prevent a dramatic rise in homelessness.

If you are concerned about small or struggling landlords, why not offer an exemption for small, low-income landlords in this ordinance? But please do not ignore the needs of the 35% of the population who rents, for the much smaller percentage who are landlords. That is also unfair.

Thank you.

--

Kristi Laughlin
Senior Campaign Director
East Bay Alliance for a Sustainable Economy

Concord office: 2140 Minert Rd, 94518
510-847-2399

Preferred pronouns: She/her or They/them

From: [Jess Jollett](#)
To: [Clerk of the Board](#)
Subject: public comment on item D.3
Date: Tuesday, April 21, 2020 10:42:46 AM

My name is Jess Jollett and I am the executive director of Lift Up Contra Costa, a countywide coalition of labor, advocacy, and community organizations. I am grateful to the Board for bringing forward a draft ordinance with key protections for tenants. And, I am so very proud of the impacted tenants and advocates that have gotten us here today.

There are three areas of this ordinance that still need your leadership.

- 1) Extend the grace-period given to tenants and small businesses to pay the back rent. A total of 120 days (just 4 months) to pay back 2 or possibly even 3 months of rent is unrealistic. How are so many low-wage service workers, child-care providers, hotel housekeepers, waiters and waitresses, going to do that---and pay the current month due?
- 2) Build in more enforcement mechanisms. Laws are only as good as their enforcement. We need stronger provisions for attorneys fees so that low-income clients can find legal representation if they are wrongfully evicted.
- 3) Simplify the documentation requirements and to extend the time tenants have to provide that documentation from 14 days to 30 days. The time to get adequate documentation, especially from gig workers and those in the informal economy takes more time.

Hundreds of people from all sectors have spoken out over the last 4 weeks for a strong ordinance. Please respond appropriately to your constituents and pass an ordinance that will protect us all. Thank you for your time and leadership.

--

Jess Jollett
Lift Up Contra Costa
Executive Director
619.203.0959

Lift Up Contra Costa members include Alliance of Californians for Community Empowerment (ACCE), Asian Pacific Environmental Network (APEN), Communities for a Better Environment, The Contra Costa AFL-CIO Labor Council, East Bay Alliance for a Sustainable Economy, SEIU Local 1021, SEIU Local 2015, Safe Return Project, and the Richmond Progressive Alliance

From: [Teresa Pasquini](#)
To: [Candace Andersen](#); [John Gioia](#); [Federal Glover](#); [Diane Burgis](#); [Karen Mitchoff](#)
Cc: [Clerk of the Board](#)
Subject: Support Item D.3
Date: Tuesday, April 21, 2020 12:32:18 PM

Dear Chair Anderson and Supervisors,

As landlords, we are writing in support of Item D.3, ADOPT Ordinance No. 2020-14, an urgency ordinance temporarily prohibiting evictions of tenants in Contra Costa County impacted by the COVID-19 pandemic and establishing a rent increase moratorium. However, we are also writing to urge the Board to recognize that some of your constituents, who are landlords, are supporting those in need of housing in our community while also being dependent on that income.

You know me as a mental health advocate, activist, and former Contra Costa County Mental Health commissioner. While I have been volunteering to help our county, state and nation understand the issues facing families living with loved ones with a serious mental illness, my husband, a self-employed General Building Contractor has been building or remodeling homes, apartments, churches, and schools in our county. As a self-employed Contractor, we did not have a benefits package and were forced to pay commercial medical insurance for our family up to \$1800/month at one time and also began planning and saving for our own retirement.

As part of our retirement plan, we are fortunate to have been able to build or purchase properties in West Contra Costa including Richmond, San Pablo, Rodeo, and Crockett. We pay large property taxes and multiple assorted fees on these properties. We have provided quality, low-income housing in these communities for over 30 years. Eight of our units are currently Section 8 Housing. We have one tenant, the single mom of a Vet who is living with her, who has rented a unit for over 24 years.

Until rent control discussions began in California, we rarely raised the rents on any of our properties, including the Section 8s. We began modest increases over the last couple of years but all of our rents are still way below private rental rates and HUD Section 8 rates. We have agreed to return to the lower rates at this time as necessary.

We have supported all of our tenants during times of hardship. One who has been with us for over 10 years was featured in this article, <https://www.visaliatimesdelta.com/story/news/2019/03/21/lauras-law-mental-illness-treatment-cost-tulare-county/1695063002/>, with her daughter who we helped successfully navigate our county's Laura's Law program. Another tenant in Richmond has a young homeless grandson who uses our property as his home and drug den. Out of respect for both he and his grandma, we outreached to our H3 Core Team instead of police to connect him with services and avoid incarceration. Sadly, that hasn't been the outcome though valiant efforts were made by CORE to intervene. This young man's garbage, blanket, and drug paraphernalia are removed by my husband weekly. This is a health and safety risk for my husband, this young man and our tenants. However, because he also suffers from a serious mental illness, like our son, we will continue to seek support for him.

There are many fair and decent landlords in our community. Not all are out to take advantage of their tenants. Some of us actually believe we are providing a community service and take pride in our property ownership. Some of us go above and beyond and help our tenants and their family's access needed services in order to keep their housing and their dignity. Not all of us are driven by greed but we do have our own families to take care of as well.

Thank you for considering a balanced approach to the COVID-19 crisis in Contra Costa. We are all in this together.

Thank you.

Sincerely,

Dan and Teresa Pasquini
2536 Heide Court
El Sobrante, CA 94803

From: [LaTanya Fisher](#)
To: [Clerk of the Board](#)
Cc: [Matt Rodriguez](#); [Reina Schwartz](#); [Lynn Tracy Nerland](#)
Subject: URGENT - County BOS April 21, 2020 Meeting - Agenda Item No. D.3
Date: Tuesday, April 21, 2020 11:28:30 AM
Attachments: [image004.png](#)
[image005.png](#)
[LTR - County BOS Eviction Moratorium Support 042120.pdf](#)
Importance: High

Good morning,

On behalf of the Mayor and City Council of the City of San Pablo, please see the attached letter of support for the Special Meeting of the County Board of Supervisors this afternoon. The City of San Pablo is in favor of the proposed Urgency Ordinance No. 2020-14 and would like to submit this letter and ask for consideration of revisions listed in the attached.

Thank you in advance.

Regards,

LaTanya Fisher

Executive Assistant to the City Manager


CITY OF SAN PABLO
City of New Directions

**City Manager's
Department – Bldg. 1**
510.215.3006 | Direct
510.215.3001 | City Manager
(Main)
510.215.3011 | Fax
13831 San Pablo Avenue, San
Pablo, CA 94806
Email: LaTanyaF@sanpabloca.gov
Website: www.sanpabloca.gov

TEAMWORK SAN PABLO
“2020 - THE YEAR OF COLLABORATION”



| | |
|---|--|
|  CITY OF SAN PABLO <i>City of New Directions</i> |  IMPORTANT ANNOUNCEMENT Coronavirus (COVID-19) SAN PABLO CITY HALL OFFICES UPDATE |
| <p>IMPORTANT ANNOUNCEMENT</p> <p>Due to Contra Costa County Health Services Shelter-in-Place Order, ALL City Offices ARE CLOSED and will have NO PUBLIC COUNTER SERVICE until further notice.</p> <p>All city business will be handled by phone, email or on-line.</p> <p>Please call 510-215-3000 or visit our website for more information. www.sanpabloca.gov</p> | |

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ORDINANCE NO. 2020-14

AN URGENCY ORDINANCE TEMPORARILY PROHIBITING EVICTIONS OF
RESIDENTIAL AND COMMERCIAL REAL PROPERTY TENANTS IN
CONTRA COSTA COUNTY IMPACTED BY THE COVID-19 PANDEMIC AND
ESTABLISHING A MORATORIUM ON RENT INCREASES

The Contra Costa County Board of Supervisors ordains as follows:

Section 1. Findings.

- A. On January 30, 2020, the World Health Organization declared the outbreak of a novel coronavirus that causes the disease named coronavirus disease 2019 (“COVID-19”), a public health emergency of international concern.
- B. On January 31, 2020, as the result of confirmed cases of COVID-19, the U.S. Secretary of Health and Human Services declared a public health emergency nationwide.
- C. On March 3, 2020, Contra Costa Health Services announced the first case of local transmission of the virus causing COVID-19 in Contra Costa County.
- D. On March 4, 2020, Governor Gavin Newsom proclaimed the existence of a state of emergency in California under the California Emergency Services Act, Gov. Code § 8550 et seq., and reported that as of that date, there were more than 94,000 cases of COVID-19 worldwide, resulting in more than 3,000 deaths, with 129 confirmed cases of COVID-19 in the United States, including 53 in California.
- E. On March 10, 2020, the Board of Supervisors found that due to the introduction of COVID-19 in the County, conditions of disaster or extreme peril to the safety of persons and property had arisen, commencing on March 3, 2020. Based on these conditions, pursuant to Government Code section 8630, the Board adopted Resolution No. 2020/92, proclaiming the existence of a local emergency throughout the County.
- F. The legislative bodies of a number of cities in Contra Costa County have also adopted local emergency proclamations due to COVID-19 pursuant to Government Code section 8630.
- G. On March 16, 2020, the County Health Officer issued an order requiring County residents to shelter at their places of residence through April 7, 2020, in order to slow community transmission of COVID-19, subject to exceptions for the provision and receipt of essential services while complying with social distancing requirements to the maximum extent possible. All businesses with a facility in the County, except Essential Businesses as defined in the order, were required to cease all activities at facilities located within the County except for Minimum Basic Operations, as defined in the order.

- H. On March 31, 2020, the County Health Officer extended the shelter-in-place order through May 3, 2020, and clarified and strengthened its requirements.
- I. On March 16, 2020, Governor Gavin Newsom issued Executive Order N-28-20, which authorizes local jurisdictions to suspend the evictions of residential and commercial tenants for the non-payment of rent if the non-payment is a result of the COVID-19 pandemic. The protections in Executive Order N-28-20 extend through May 31, 2020.
- J. On March 19, 2020, Governor Gavin Newsom issued Executive Order N-33-20, which directs residents of California to follow state public health directives to stay home or at their place of residence to preserve the public health and safety and capabilities of the healthcare delivery system.
- K. On March 27, 2020, Governor Gavin Newsom issued Executive Order N-37-20, which prohibits landlords throughout California from evicting residential tenants for nonpayment of rent when the inability to pay is due to COVID-19, and the tenant has provided notice to the landlord and has documentation showing the nonpayment is because of the COVID-19 pandemic. The protections in Executive Order N-37-20 extend through May 31, 2020.
- L. The COVID-19 pandemic and associated public health orders have resulted in the closure of many local businesses until at least May 3, 2020, and have imposed extreme restrictions on other local businesses until then, and possibly thereafter.
- M. The COVID-19 pandemic and associated public health orders are expected to result in a loss of income to a widespread portion of the local population that depend on wages or business income to pay rent and result in medical expenses for certain Contra Costa County residents.
- N. Contra Costa County and the cities within the County are also experiencing a housing affordability crisis, which is driving homelessness and displacement of residents.
- O. Many County residents are experiencing or will experience losses of income as a result of the local emergency and shelter-in-place orders, hindering their ability to pay rent and leaving them vulnerable to eviction.
- P. Many of the County's renters are rent-burdened, paying over 30 percent of their income on rent, and some renters are severely rent-burdened, paying over 50 percent of their income on rent, which leaves less money for families to spend on other necessities like food, healthcare, transportation, and education.
- Q. Without local protection, eviction notices, including notices for failure to pay rent, are likely to surge as residents and businesses are unable to earn income due to the COVID-

19 pandemic, or are forced to pay medical expenses associated with the COVID-19 pandemic.

- R. Housing displacement due to rent increases and evictions occurring during the local emergency would hinder individuals from complying with state and local directives to shelter in place, and would lead to increased spread of COVID-19, overburdening the healthcare delivery system and potentially resulting in greater loss of life.
- S. There is an urgent need for the County to enact substantive limitations on evictions and enact a temporary moratorium on rent increases to protect the health, safety, and welfare of its residents in light of the emergency declared regarding the COVID-19 pandemic, including the need to keep residents in their homes during the time that they need to shelter-in-place.

Section 2. Definitions. For purposes of this ordinance, the following words and phrases have the following meanings:

- (a) “Commercial real property” means any developed real property that is used as a place of business.
- (b) “Immediate family” means a person’s spouse, domestic partner, children, grandchildren, parents, or grandparents.
- (c) “No fault cause for eviction” means any eviction for which the notice of termination of tenancy is not based on an alleged fault of the tenant.
- (d) “Owner” means any natural person, partnership, corporate or fictitious entity, acting as a lessor or sublessor, whether as a principal or through an agent, who receives or is entitled to receive rent in exchange for the use or occupancy of any residential or commercial real property for rent.
- (e) “Rent” means the financial obligation or monetary payment a tenant owes an owner for the occupancy or use of commercial or residential real property whether by written or oral agreement.
- (f) “Residential real property” means any dwelling unit that is intended or used for human habitation.
- (g) “Tenancy” means the lawful occupancy of residential or commercial real property by agreement on a month-to-month basis or for a fixed term in excess of 30 days.
- (h) “Tenant” means the lawful occupant of residential or commercial real property whether by lease, sublease, or other agreement.

Section 3. Prohibitions on Residential and Commercial Evictions.

- (a) Through May 31, 2020, and any subsequent extensions approved by the Board of Supervisors, an owner of residential real property or commercial real property shall not terminate a tenancy for failure to pay rent if the tenant demonstrates that the failure to pay rent is directly related to a loss of income or out-of-pocket medical expenses associated with the COVID-19 pandemic or any local, state, or federal government response to the pandemic.

For the protections of this subsection (a) to apply, a tenant must demonstrate through documentation or other objectively verifiable means:

- (1) Loss of income from: (i) job loss; (ii) layoffs; (iii) a reduction in the number of compensable hours of work; (iv) a store, restaurant, office, or business closure; (v) a decrease in business income caused by a reduction in opening hours or consumer demand; (vi) the need to miss work to care for a homebound school-age child or a family member infected with coronavirus; or (vii) other similarly-caused loss of income, where the conditions listed in (i) through (vii) resulted from the COVID-19 pandemic or related guidance or public health orders from local, State, or federal authorities; or
- (2) Out-of-pocket medical expenses for themselves or their immediate family related to the COVID-19 pandemic.

“Adequate documentation” of lost income or out-of-pocket medical expenses from the COVID-19 pandemic includes but is not limited to a declaration signed by the tenant under penalty of perjury, letters from employers citing the COVID-19 pandemic or related government action as the basis for termination of employment or reduced work, employer paycheck stubs, bank statements, or letters or notifications from schools in which the tenant has a dependent enrolled regarding COVID-19-related closures that affected the tenant’s income.

The tenant must notify the owner in writing before the rent is due, or within a reasonable period of time afterwards not to exceed 14 days, that the tenant needs to delay all or some payment of rent because of an inability to pay the full amount due to reasons related to COVID-19.

- (b) Through May 31, 2020, and any subsequent extensions approved by the Board of Supervisors, an owner of residential real property or commercial real property shall not terminate a tenancy for any no fault cause for eviction.
- (c) Through May 31, 2020, and any subsequent extensions approved by the Board of Supervisors, an owner of residential real property shall not terminate a tenancy on the basis of a tenant allowing an unauthorized occupant to live in the dwelling unit, if the

occupant is a member of the tenant's immediate family living in the dwelling unit as a result of the COVID-19 pandemic.

- (d) Notwithstanding the foregoing, nothing in this section limits an owner's ability to terminate a tenancy for any of the following reasons:
 - (1) The termination is necessary to protect the owner's health or safety or any other tenant's health or safety.
 - (2) The termination is necessary where the owner or a member of the owner's immediate family intends to occupy the residential real property.

Section 4. Notices of Termination of Tenancy.

- (a) An owner's failure to comply with this ordinance shall render any notice of termination of tenancy, where the termination would be in violation of this ordinance, void. Any notice of termination served on a tenant during the COVID-19 pandemic must contain the reason for the termination of the tenancy. Any notice of termination served on a tenant during the COVID-19 pandemic must also include a notice of the tenant's rights under this ordinance and a notice of emergency rental assistance programs. The owner shall provide these notices to the tenant on a form approved by the Contra Costa County Employment and Human Services Department.
- (b) A tenant eligible for protection under this ordinance must provide written notice of that eligibility to the owner within 14 days after receiving a notice of termination of tenancy from the owner.

Section 5. Late Fees. For a period of 120 days after this ordinance expires, including any subsequent extensions approved by the Board of Supervisors, an owner may not charge or collect a late fee for unpaid rent due from a tenant who demonstrated loss of income or out-of-pocket medical expenses as required under this ordinance.

Section 6. Grace Period. A tenant who demonstrated loss of income or out-of-pocket medical expenses as required under this ordinance shall pay all past due rent within 120 days after this ordinance expires, including any subsequent extensions approved by the Board of Supervisors, unless the owner agrees to a longer repayment period. This ordinance does not relieve a tenant of the obligation to pay rent and does not restrict an owner's ability to recover rent due, and shall not prevent a tenant who is able to pay all or some of the rent due from paying that rent in a timely manner.

Section 7. Moratorium on Rent Increases. An owner may not increase rent through May 31, 2020, and any subsequent extensions approved by the Board of Supervisors. A residential real property that is exempt from the rent limits imposed by Civil Code section 1947.12 is exempt from this section.

Section 8. Remedies.

- (a) The provisions of this ordinance may be asserted as an affirmative defense in an unlawful detainer action.
- (b) If an owner attempts to recover possession or recovers possession of residential real property or commercial real property in violation of this ordinance, retaliates against a tenant for the exercise of any rights under this ordinance, or attempts to prevent a tenant from acquiring any rights under this ordinance, the tenant may institute a civil proceeding for injunctive relief, money damages of not more than three times actual damages (including damages for mental or emotional distress), and whatever other relief a court deems appropriate. If damages are awarded for mental or emotional distress, the award shall only be trebled if the trier of fact finds that the owner acted in knowing violation of or in reckless disregard of the provisions of this ordinance. The prevailing party shall be entitled to reasonable attorney's fees and costs pursuant to order of the court.

Section 9. Retroactivity. This ordinance applies to eviction notices, and unlawful detainer actions based on these notices, served or filed on or after March 16, 2020, except to the extent a tenant has surrendered possession of its premises, or an unlawful detainer lawsuit was finally adjudicated before March 16, 2020. The facts justifying the retroactive application of this ordinance are set forth in Section 1.

Section 10. Applicability. Government Code section 8634 authorizes the Board of Supervisors to promulgate countywide orders and regulations necessary to provide for the protection of life and property during a local emergency. Pursuant to Government Code section 8634, the regulations in this ordinance shall apply to cities within Contra Costa County and unincorporated Contra Costa County. To the extent that the governing body of a city enacts an ordinance or adopts a regulation that governs the subject matter of this ordinance, that city ordinance or regulation shall supersede this ordinance within that jurisdiction.

Section 11. Severability. If any provision or clause of this ordinance or the application thereof to any person or circumstances is held to be unconstitutional or to be otherwise invalid by any court of competent jurisdiction, such invalidity shall not affect other ordinance provisions or clauses or applications thereof that can be implemented without the invalid provision or clause or application, and to this end the provisions and clauses are declared to be severable. The Board of Supervisors hereby declares that it would have adopted this ordinance and each provision thereof irrespective of whether any one or more provisions are found invalid, unconstitutional, or otherwise unenforceable.

Section 12. Declaration of Urgency. This ordinance is hereby declared to be an urgency ordinance necessary for the immediate preservation of the public peace, health, and safety of the County. The facts constituting the urgency of this ordinance's adoption are set forth in Section 1.

Section 14. Publication. Within 15 days after passage, this ordinance shall be published once with the names of the supervisors voting for and against it in the East Bay Times, a newspaper published in this County.

PASSED ON April 21, 2020, by the following vote:

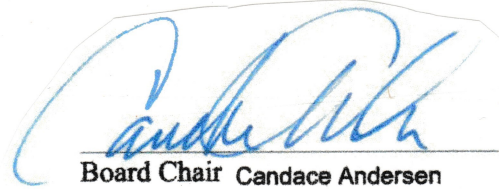
AYES: John Gioia, Candace Andersen, Diane Burgis, Karen Mitchoff

NOES: None

ABSENT: None

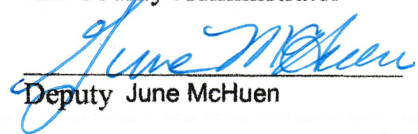
ABSTAIN: None

ATTEST: DAVID J. TWA,
Clerk of the Board of Supervisors
and County Administrator



Board Chair Candace Andersen

By:



Deputy June McHuen

[SEAL]