



SOLANO COUNTY

Legislative Committee Meeting

Committee
Supervisor Erin Hannigan (Chair)
Supervisor John M. Vasquez

Staff
Nancy L. Huston
Matthew A. Davis

August 17, 2020
1:30 p.m.

VIRTUAL MEETING via MICROSOFT TEAMS

Click this [LINK](#) to join the Team Chat (OR)
Call (323) 457-3408 / Conference ID: 368-505-72#

AGENDA

- i. **Introductions** (*Attendees*)
- ii. **Additions / Deletions to the Agenda**
- iii. **Public Comment** (*Items not on the agenda*)
- iv. **Federal Legislative update** (*Paragon Government Relations*)
 - Status of COVID bill negotiations
 - Updates on recent Executive Actions
 - Status report on House FY 2021 Appropriation Bills
- v. **Federal Action Item:**
 - (1) Consider full Legislative Committee approval for **supporting** legislation to support the advanced manufacturing technologies program of the Food and Drug Administration, to establish National Centers of Excellence in Advanced Pharmaceutical Manufacturing, and for other purposes.
 - [S.3432 \(Blackburn – R\)](#) Securing America’s Medicine Cabinet Act of 2020
- vi. **Update from Solano County Legislative Delegation** (*Representative and/or staff*)
- vii. **State Legislative Update** (*Karen Lange*)
 - Provide an update on recent events in the California State Legislature and bills of significance to Solano County
- viii. **State Action Item:**
 - (1) Consider a **watch/support** position regarding legislation to amend and add language to the Civil Code, and to amend and add language to the Code of Civil Procedure, relating to COVID-19 relief, if a tenant cannot be evicted due to unpaid rent accrued during the COVID-19 emergency or 90-days following; and does not alter the obligation to pay rent after the emergency and allows for normal evictions for future missed rent.
 - [AB 1436 \(Chiu – D\)](#) Tenancy, rental payment default, state of emergency, COVID-19



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ix. **Informational Item**

- Letters of support from Supervisor John Vasquez regarding S.3432

x. **Bill Tracking Report** (Legislative Update)

xi. **Scheduled Meetings:**

- Monday, September 21, 2020 at 1:30 p.m.
- Monday, October 5, 2020 at 1:30 p.m.
- Monday, October 19, 2020 at 1:30 p.m.

xii. **Adjourn**

116TH CONGRESS
2D SESSION

S. 3432

To support the advanced manufacturing technologies program of the Food and Drug Administration, to establish National Centers of Excellence in Advanced Pharmaceutical Manufacturing, and for other purposes.

IN THE SENATE OF THE UNITED STATES

MARCH 10, 2020

Mrs. BLACKBURN (for herself and Mr. MENENDEZ) introduced the following bill; which was read twice and referred to the Committee on Health, Education, Labor, and Pensions

A BILL

To support the advanced manufacturing technologies program of the Food and Drug Administration, to establish National Centers of Excellence in Advanced Pharmaceutical Manufacturing, and for other purposes.

1 *Be it enacted by the Senate and House of Representa-*
2 *tives of the United States of America in Congress assembled,*

3 **SECTION 1. SHORT TITLE.**

4 This Act may be cited as the “Securing America’s
5 Medicine Cabinet Act of 2020”.

1 **SEC. 2. ADVANCED MANUFACTURING TECHNOLOGIES PRO-**
2 **GRAM.**

3 Subchapter A of chapter V of the Federal Food,
4 Drug, and Cosmetic Act (21 U.S.C. 351 et seq.) is amend-
5 ed by adding at the end the following:

6 **“SEC. 524B. ADVANCED MANUFACTURING TECHNOLOGIES**
7 **PROGRAM.**

8 “(a) IN GENERAL.—Not later than 1 year after the
9 date of enactment of the Securing America’s Medicine
10 Cabinet Act of 2020, the Secretary shall continue in effect
11 the program to evaluate and approve new drug manufac-
12 turing technologies that are included in an application, or
13 supplement to an application, for a drug under subsection
14 (b) or (j) of section 505 of this Act or for a biological
15 product submitted under subsection (a) or (k) of section
16 351 of the Public Health Service Act.

17 “(b) DESIGNATION.—The Secretary shall designate a
18 method of manufacturing a drug as an advanced manufac-
19 turing technology under this section if the drug manufac-
20 turer demonstrates that such technology is likely to—

21 “(1) prevent or resolve a drug shortage;

22 “(2) maintain an adequate supply of critical
23 medications for national emergencies; or

24 “(3) promote the adoption of innovative ap-
25 proaches to drug product design and manufacturing.

1 “(c) CONSULTATION.—If the Secretary designates a
2 method of manufacturing as an advanced manufacturing
3 technology under this section, the Secretary shall take ac-
4 tions to expedite the development and implementation of
5 such method of manufacture for purposes of approval of
6 the application under subsection (c) or (j) of section 505
7 of this Act or subsection (a) or (k) of section 351 of the
8 Public Health Service Act, which may include, as appro-
9 priate—

10 “(1) holding meetings between the sponsor of
11 the application and appropriate Food and Drug Ad-
12 ministration staff throughout the development of the
13 technology;

14 “(2) providing timely advice to, and interactive
15 communication with, the sponsor regarding the de-
16 velopment of the technology; and

17 “(3) involving senior managers and experienced
18 staff of the Food and Drug Administration, as ap-
19 propriate, in a collaborative, cross-disciplinary review
20 of the method of manufacturing.

21 “(d) EVALUATION OF AN ADVANCED MANUFAC-
22 TURING TECHNOLOGY.—

23 “(1) PACKAGE.—A sponsor who receives des-
24 ignation of an advanced manufacturing technology
25 under this section shall provide the Secretary with a

1 package of scientific evidence supporting the imple-
2 mentation of the advanced manufacturing technology
3 in a particular context-of-use.

4 “(2) EVALUATION.—Within 90 days of receiv-
5 ing the package, the Secretary shall determine
6 whether a designated advanced manufacturing tech-
7 nology is validated for the proposed context of use
8 based on the scientific merit the supporting evidence
9 provided by the sponsor.

10 “(3) EFFECT OF APPROVAL.—Upon approval,
11 the same sponsor may rely upon the advanced man-
12 ufacturing technology for use across multiple manu-
13 facturing product lines within the same context-of-
14 use without having to re-submit data to the Sec-
15 retary validating the underlying technology.

16 “(e) IMPLEMENTATION AND REPORTING.—

17 “(1) PUBLIC MEETING.—The Secretary shall
18 publish in the Federal Register a notice of a public
19 meeting to be held no later than 1 year after the
20 date of enactment of the Securing America’s Medi-
21 cine Cabinet Act of 2020 to discuss and obtain input
22 and recommendations from stakeholders regarding
23 the goals and scope of, and a suitable framework
24 and procedures and requirements for, the program
25 under this section.

1 “(2) PROGRAM GUIDANCE.—The Secretary
2 shall—

3 “(A) not later than 1 year after the date
4 of enactment of the Securing America’s Medi-
5 cine Cabinet Act of 2020, issue draft guidance
6 regarding the goals and implementation of the
7 program under this section; and

8 “(B) not later than 2 years after the date
9 of enactment of the Securing America’s Medi-
10 cine Cabinet Act of 2020, issue final guidance
11 with respect to the implementation of such pro-
12 gram.

13 “(3) REPORT.—The Secretary shall make avail-
14 able on the internet website of the Food and Drug
15 Administration an annual report on the progress of
16 the program under this section.”.

17 **SEC. 3. NATIONAL CENTER OF EXCELLENCE IN ADVANCED**
18 **PHARMACEUTICAL MANUFACTURING.**

19 Chapter X of the Federal Food, Drug, and Cosmetic
20 Act (21 U.S.C. 391 et seq.) is amended by adding at the
21 end the following:

1 **“SEC. 1015. NATIONAL CENTER OF EXCELLENCE IN AD-**
2 **VANCED PHARMACEUTICAL MANUFAC-**
3 **TURING.**

4 “(a) IN GENERAL.—The Secretary shall designate in-
5 stitutions of higher education as National Centers of Ex-
6 cellence in Advanced Pharmaceutical Manufacturing, in-
7 cluding continuous pharmaceutical manufacturing.

8 “(b) ELIGIBILITY.—To be eligible for designation
9 under subsection (a) an entity shall—

10 “(1) be an institution of higher education;

11 “(2) demonstrate—

12 “(A) the physical and technical capacity
13 for research and development of advanced phar-
14 maceutical manufacturing;

15 “(B) a record of transferring scientific
16 knowledge to the marketplace;

17 “(C) scalable manufacturing knowledge,
18 which may be through collaborations of other
19 institutions of higher education, biopharma-
20 ceutical manufacturers, or other entities;

21 “(D) the ability to train a future workforce
22 for research on and implementation of advanced
23 pharmaceutical manufacturing; and

24 “(E) the ability to support Federal agen-
25 cies with technical assistance for advanced
26 pharmaceutical technologies, with an emphasis

1 on creating a secure national pharmaceutical
2 stockpile and the ability to rapidly address drug
3 shortages; and

4 “(3) submit an application to the Secretary at
5 such time, in such form, and in such manner as the
6 Secretary may require.

7 “(c) TERMINATION.—The Secretary may terminate
8 the designation of an entity designated under subsection
9 (a) upon a determination that the entity no longer meets
10 the requirements of subsection (b).

11 “(d) ANNUAL REPORT.—Not later than 1 year after
12 the date on which the first designation is made under sub-
13 section (a), and annually thereafter, the Secretary shall
14 submit a report to Congress on the activities of the entities
15 designated under such subsection.

16 “(e) AUTHORIZATION OF APPROPRIATIONS.—To
17 carry out this section, there are authorized to be appro-
18 priated \$100,000,000 for the period of fiscal year 2021
19 through 2025.”.

○

AMENDED IN SENATE AUGUST 10, 2020
AMENDED IN SENATE JULY 28, 2020
AMENDED IN SENATE JULY 2, 2020
AMENDED IN SENATE JUNE 10, 2020
AMENDED IN ASSEMBLY MAY 16, 2019
AMENDED IN ASSEMBLY APRIL 25, 2019
AMENDED IN ASSEMBLY MARCH 27, 2019
CALIFORNIA LEGISLATURE—2019–20 REGULAR SESSION

ASSEMBLY BILL

No. 1436

**Introduced by Assembly Members Chiu, Bonta, Gonzalez, Limón,
Santiago, and Wicks**
(Principal coauthor: Senator Jackson)
**(Coauthors: Assembly Members Carrillo, Kalra, Nazarian,
Quirk-Silva, and Luz Rivas)**
(Coauthors: Senators Allen, Durazo, Wieckowski, and Wiener)

February 22, 2019

An act to add Sections 1947.01, 1947.02, and 1947.03 to, and to add Title 19 (commencing with Section 3273.01) to Part 4 of Division 3 of, the Civil Code, and to add Section 1161.6 to amend Section 798.56 of, and to add Title 19 (commencing with Section 3273.01) to Part 4 of Division 3 of, the Civil Code, and to amend Section 1161 of, and to add Chapter 5 (commencing with Section 1179.01) to Title 3 of Part 3 of, the Code of Civil Procedure, relating to COVID-19 relief.

LEGISLATIVE COUNSEL'S DIGEST

AB 1436, as amended, Chiu. Tenancy: rental payment default: mortgage forbearance: state of emergency: COVID-19.

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

This bill would enact the COVID-19 Tenant Relief Act of 2020. This bill would require that any 3 days' notice that demands payment of COVID-19 rental debt that is served on a tenant during the covered time period meet specified criteria, including that the notice include an unsigned copy of an attestation of COVID-19-related financial distress and that the notice advise the tenant that the tenant will not be evicted for failure to comply with the notice if the tenant delivers a signed copy of an attestation of COVID-19-related financial distress to the landlord, as specified. The bill would define "covered time period" for purposes of these provisions as the time between March 4, 2020, and either 90 days after the termination of the COVID-19 state of emergency or April 1, 2021, whichever occurs earlier. The bill would provide that a tenant is not guilty of an unlawful detainer if the tenant makes the demanded payment, vacates the property, or delivers a signed attestation of COVID-19-related financial distress within 15 days of the service of the notice. The bill would deem a 3 days' notice that fails to comply with this criteria void and insufficient to support a judgment for unlawful detainer or to terminate a tenancy under the Mobilehome Residency Law. The bill would prohibit a tenant that delivers an attestation of COVID-19-related financial distress in response to a demand for payment of COVID-19 rental debt from being deemed in default with regard to the COVID-19 rental debt.

Existing law regulates specified terms and conditions of tenancies. Existing law authorizes a landlord to demand security at the beginning

of a tenancy for residential property and specifies the purposes for which the security may be used, including, among others, compensating the landlord for the tenant's default in payment of rent.

The bill would prohibit a landlord from applying a security deposit to satisfy COVID-19 rental debt or applying a monthly rental payment to any COVID-19 rental debt, unless the tenant agrees in writing. The bill would define "COVID-19 rental debt" as unpaid rent or any other unpaid financial obligation under the tenancy that accrued during the covered time period. The bill would prohibit a landlord from charging a tenant, or attempting to collect from a tenant, fees for a late payment of COVID-19 rental debt. The bill would prohibit a landlord from terminating a tenancy or threatening to terminate a tenancy, in retaliation against a tenant for having COVID-19 rental debt. This bill would prohibit a housing provider, credit reporting agency, tenant screening company, or other specified entities from using an alleged COVID-19 rental debt as a negative factor in evaluating creditworthiness, as specified. The bill would prohibit a plaintiff from bringing an action to recover COVID-19 rental debt until 12 months after the end of the covered period.

This bill would provide that any provision of a stipulation settlement agreement, or other agreement that conflicts with or purports to waive these provisions is prohibited and void as contrary to public policy. The bill would provide that if a local initiative, ordinance, regulation, or other policy conflicts with these provisions, the provision that provides the greater protection to tenants controls.

(2) Existing law prescribes various requirements to be satisfied before the exercise of a power of sale under a mortgage or deed of trust. In this regard, existing law requires that a notice of default and a notice of sale be recorded and that specified periods of time elapse between the recording and the sale. Existing law establishes certain requirements in connection with foreclosures on mortgages and deeds of trust, including restrictions on the actions mortgage servicers may take while a borrower is attempting to secure a loan modification or has submitted a loan modification application.

This bill would enact the Small Landlord and Homeowner Relief Act of 2020. The bill would authorize a borrower to request forbearance during the effective time period from any mortgage obligation by submitting a request to the borrower's mortgage servicer, either orally or in writing, affirming that the borrower is experiencing a financial hardship that prevents the borrower from making timely payments on

the mortgage obligation due, directly or indirectly, to the COVID-19 emergency. The bill would define “borrower” for these purposes as a natural person who is a mortgagor, trustor, or confirmed successor in interest; an entity other than a natural person provided that the secured property is currently occupied by one or more residential tenants; or a mobilehome owner who is the borrower on a security agreement relating to a loan or conditional sale contract that gives the secured party the right to foreclose its security interest in a manufactured home or mobilehome, except as specified. The bill would define “effective time period” as the time period between the operational date of these provisions and either 90 days after the termination of the COVID-19 state of emergency or April 1, 2021, whichever occurs first.

This bill would also authorize a mobilehome owner who is the borrower on any security agreement relating to a loan or conditional sale contract which, according to its terms, gives the secured party the right to foreclose its security interest in a manufactured home or mobilehome to request forbearance during the effective time period, as specified.

This bill would require a mortgage servicer or lienholder to, if certain requirements are met, offer the forbearance requested for an initial period of up to 180 days, which may be extended at the request of the borrower or mobilehome borrower for a total forbearance period not to exceed 12 months, as specified. The bill would prohibit a mortgage servicer or lienholder from assessing, accruing, or applying any fees, penalties, or additional interest during the forbearance period, as specified.

The bill would require a mortgage servicer or lienholder to attempt to contact the borrower, including a mobilehome borrower, with diligent effort at least 30 days before the end of any forbearance period granted pursuant to these provisions to inquire whether the borrower is able to resume making preforbearance mortgage or loan payments. The bill would, if the borrower indicates that they will not be able to resume preforbearance payments, require the mortgage servicer or lien holder to evaluate the borrower for loss mitigation and foreclosure prevention, as specified. Alternatively, if the borrower affirms they are able to resume preforbearance payments or fails to respond to the mortgage servicer, the bill would require the mortgage servicer or lienholder to reinstate the preforbearance payments and provide a specified notice to the borrower that includes, among other things, a description of any

options available to the borrower to address the amount unpaid during the forbearance.

This bill would authorize a multifamily borrower that was current on its payments as of February 1, 2020, to submit an oral or written request for up to 6 months' forbearance to the mortgage servicer affirming that the multifamily borrower is experiencing a financial hardship during the COVID-19 emergency. The bill would define "multifamily borrower" for purposes of these provisions as a borrower of a residential mortgage loan that is secured by a lien against a property comprising 5 or more dwelling units. The bill would authorize a mortgage servicer to request reasonable documentation that demonstrates a decrease of at least 10% or more of the multifamily borrower's gross rental revenue, as specified. The bill would require the mortgage servicer to provide a forbearance of up to 30 days upon receipt of satisfactory documentation of financial hardship. The bill would require the mortgage servicer to extend the forbearance for up to 5 additional 30-day periods, as specified. The bill would authorize a mortgage servicer to require payment during the forbearance period equal to the net operating income derived from the property to the extent that the rental revenue is not used for operation or maintenance of the property, as specified.

This bill would authorize a borrower, including a mobilehome borrower and multifamily borrower, who is harmed by a violation of these provisions to bring an action to obtain injunctive relief, damages, and restitution, as specified. The bill would require a court to award a prevailing borrower reasonable attorney's fees and costs in any action based on a violation of these provisions.

This bill would provide that any waiver by a borrower of these provisions is contrary to public policy and void.

~~(1) Existing law regulates specified terms and conditions of tenancies. Existing law authorizes a landlord to demand security at the beginning of a tenancy for residential property and specifies the purposes for which the security may be used, including, among others, compensating the landlord for the tenant's default in payment of rent.~~

~~This bill would prohibit a landlord from applying a security deposit to satisfy a financial obligation that accrued between the date a state of emergency relating to the COVID-19 pandemic was declared and either April 1, 2021, or 90 days after termination of the state of emergency, whichever is earlier (hereafter "effective time period"), or applying a monthly rental payment for the satisfaction of an obligation other than~~

~~the prospective month's rent, unless the payment or security is specifically designated by the tenant for the obligation, as specified. The bill would provide that a covered tenant who failed to pay rent or any other financial or monetary obligation that accrued during that effective time period shall not be deemed to be in default and would prohibit any action for recovery of unpaid rent or other sum until 12 months after the effective time period. The bill would define "covered tenant" as a tenant who is unable to satisfy rent accrued during the effective time period due to a loss of income or increased expenses resulting from COVID-19 and who provides a written statement to that effect to their landlord, as specified. The bill would exclude a commercial tenant from the definition of "covered tenant." The bill would provide that if a requirement in any local initiative, ordinance, regulation, or other policy conflicts with these provisions the provision that provides greater protection to covered tenants controls.~~

~~This bill would prohibit certain entities, including a housing provider, from using an alleged default in rent that accrued during the effective time period as a negative factor for the purpose of evaluating creditworthiness or for other specified purposes.~~

~~(2) Existing law provides that a tenant is guilty of unlawful detainer if the tenant continues to possess the property without permission of the landlord after the tenant defaults on rent, among other reasons.~~

~~This bill would provide that a covered tenant is not guilty of unlawful detainer if the alleged default in payment of rent or other financial obligation under the tenancy accrued during the effective time period. The bill would require a landlord, in an action to recover a debt arising from an alleged default in rent or other financial obligation accrued during the effective time period to submit in the verified complaint or other document submitted under penalty of perjury the amount of any payments, mortgage forbearance, mortgage forgiveness, or property tax reduction to offset, replace, or compensate the creditor for lost rental income, and would require a court to offset the amount of rental payments as specified. The bill would require the landlord to affirmatively plead in the complaint that the tenant is not a covered tenant, and would provide the defendant 30 days to respond to the complaint.~~

~~(3) Existing law prescribes various requirements to be satisfied before the exercise of a power of sale under a mortgage or deed of trust. In this regard, existing law requires that a notice of default and a notice of sale be recorded and that specified periods of time elapse between~~

the recording and the sale. Existing law establishes certain requirements in connection with foreclosures on mortgages and deeds of trust, including restrictions on the actions mortgage servicers while a borrower is attempting to secure a loan modification or has submitted a loan modification application.

This bill would enact the COVID-19 Tenant and Homeowner Relief Act of 2020. The bill, with respect to residential mortgage loans, would authorize a borrower experiencing a financial hardship during the covered period to request forbearance from any mortgage obligation by submitting a request to the borrower's mortgage servicer. The "covered period" would be defined as 90 days after the termination of the COVID-19 state of emergency or April 1, 2021, whichever comes first. The bill would require the mortgage servicer to provide the forbearance requested for the period requested by the borrower, up to an initial period of 180 days, the length of which would be required to be extended at the request of the borrower for a total forbearance period of up to 12 months. If the borrower requests a forbearance period greater than 90 days, the servicer would be required to provide an initial forbearance term of not less than 90 days, and automatically extend it for an additional 90 days, unless the servicer confirms the borrower does not want to renew the forbearance. The bill would prohibit a mortgage servicer from misleading or making misrepresentations to a borrower about forbearance and repayment options.

The bill would require a mortgage servicer, upon placing a mortgage obligation in forbearance, to provide the borrower written notification of the forbearance terms, treatment of payments, and other options available to the borrower at the end of the forbearance period. The bill would require the servicer, no later than 30 days before the end of the forbearance, to notify the borrower of their options to modify their loan or reinstate their mortgage account to current status, as provided, and provide a written notice, within 30 days of the original notification, of their rights and obligations with regard to their loan modification or reinstatement, as provided.

The bill would prohibit a mortgage servicer from assessing, accruing, or applying fees, penalties, or additional interest to the borrower's account beyond specified scheduled or calculated amounts. The bill would require a mortgage servicer that claims investor guidelines or applicable law prohibit implementation of postforbearance modification or reinstatement on the required terms, to notify the borrower and to present documentation, as specified. The bill would require the mortgage

servicer, if the borrower is unable to return to making regular mortgage payments, to evaluate all loss mitigation and foreclosure prevention options, and, if the borrower qualifies, to implement the option with no penalties, late fees, modification fees, or additional interest beyond specified scheduled amounts. The bill would also authorize a mortgage servicer, if a borrower does not qualify for loss mitigation or foreclosure prevention options to pursue foreclosure after expiration of the covered period.

The bill, with respect to multifamily mortgage loans, would authorize a borrower to submit a request for forbearance to the borrower's mortgage servicers, affirming that the multifamily borrower is experiencing hardship during the COVID-19 emergency. The bill would authorize a mortgage servicer, upon request from a multifamily borrower, to request reasonable documentation of a decrease in rental income in order to demonstrate financial hardship. The bill would define "financial hardship" for purposes of these provisions to mean a decline of an unspecified percent of average monthly rental income over the 2 most recent calendar months, as specified. The bill would require a mortgage servicer, upon satisfactory demonstration of financial hardship, to provide the forbearance for not less than 30 days, subject to extension.

The bill would authorize a borrower harmed by a violation of the above requirements to bring an action for injunctive relief, damages, restitution, and any other remedies available. The bill would require a court to award attorney's fees and costs to a prevailing borrower.

Vote: majority. Appropriation: no. Fiscal committee: no. State-mandated local program: no.

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

- 1 SECTION 1. This act shall be known, and may be cited, as the
- 2 Homeowner, Tenant, and Small Landlord Relief Act of 2020.
- 3 SEC. 2. The Legislature finds and declares all of the following:
- 4 (a) At the end of 2019, California already faced a housing
- 5 affordability crisis. The price of buying a home was out of range
- 6 for many Californians. United States Census data showed that a
- 7 majority of California tenant households qualified as
- 8 "rent-burdened," meaning that 30 percent or more of their income
- 9 was going to the rent. Over a quarter of California tenant
- 10 households were "severely rent-burdened" meaning that they were
- 11 spending over one-half their income on rent alone. There were

1 approximately 150,000 homeless individuals in California and
2 that number was rising rapidly.

3 (b) In early 2020, in the midst of this housing affordability crisis,
4 the COVID-19 viral pandemic reached California. By March 4,
5 Governor Gavin Newsom had declared a state of emergency on
6 account of the pandemic. By early August, the State Department
7 of Public Health reported that over 500,000 Californians had
8 tested positive for COVID-19 and nearly 10,000 Californians had
9 died from the disease.

10 (c) COVID-19 and the government measures taken to contain
11 its spread have resulted in an unprecedented economic downturn.
12 The Employment Development Department reports that, since the
13 crisis began, the state's unemployment rate has risen as high as
14 16.4 percent and 7,000,000 Californians have applied for
15 unemployment insurance benefits. The United States Department
16 of Commerce announced that the nation's gross domestic product
17 fell by 9.5 percent over three months in the midst of the pandemic,
18 the largest such drop ever recorded.

19 (d) There are strong indications that, absent new government
20 action, large numbers of California tenants will soon face eviction
21 from their homes based on inability to pay the rent or other
22 financial obligations under the lease through no fault of their own.
23 To date, many financially distressed California tenants have been
24 spared from eviction because of a one-time federal stimulus
25 payment made in April 2020, a temporary federal boost to
26 unemployment insurance benefits, and the Judicial Council's
27 Emergency Rule 1, which temporarily halted evictions in California
28 as of April 6, 2020. Federal assistance has now ended, though
29 there are proposals in Congress to restore all or some it. The
30 United States Census Bureau's Household Pulse Survey for the
31 week of July 16, 2020, to July 21, 2020, inclusive, revealed that
32 one-third of California's tenants had no confidence or only slight
33 confidence that they could pay August rent. Meanwhile,
34 California's Chief Justice has indicated that the Judicial Council
35 will rescind Emergency Rule 1 on or around August 14, 2020.
36 Widespread evictions are likely to follow. One University of
37 California, Los Angeles study estimates that, in the County of Los
38 Angeles alone, 120,000 households, including 184,000 children,
39 now face the imminent likelihood of eviction from their homes.

1 (e) Even if tenants do eventually become current on the rent,
2 small landlords may have great difficulty covering their mortgage
3 payments in the meantime. As a result and absent government
4 intervention to prevent it, small landlords are at risk of losing their
5 rental properties to foreclosure.

6 (f) There are strong indications that, without government action,
7 many homeowners will also lose their homes to foreclosure. Around
8 17 percent of California households who own their home subject
9 to a mortgage told the United States Census Bureau's Household
10 Pulse Survey for the week of July 16, 2020, to July 21, 2020,
11 inclusive, that they have only slight or no confidence in their ability
12 to pay the mortgage in August. While temporary forbearance is
13 available to homeowners with federally backed mortgages pursuant
14 to the CARES Act and while some other lenders have voluntarily
15 agreed to provide borrowers with additional time to pay, not all
16 mortgages are covered.

17 (g) A wave of evictions and foreclosures would force some
18 individuals and families to move in together, often in overcrowded
19 housing conditions that promote the spread of the virus. Many
20 other Californians would likely become homeless. In addition to
21 being a humanitarian calamity, such an outcome would likely
22 facilitate further spread of COVID-19. Public health officials
23 believe that COVID-19 spreads most rapidly through close
24 human-to-human proximity. Public health officials have therefore
25 emphasized the importance of physical distancing, access to good
26 sanitation, the role of good personal hygiene—particularly
27 handwashing—and self-quarantine for those exposed to the illness
28 as key components to fighting the spread of COVID-19. All of these
29 things are rendered more difficult, if not impossible, by
30 homelessness and residential overcrowding.

31 (h) The intent of this bill is to provide up to about 12 months of
32 temporary relief to financially distressed tenants, homeowners,
33 and small landlords so that they can weather this public health
34 emergency without losing their homes or rental properties. It is
35 the intent of the Legislature that the bill shall not relieve anyone
36 of their financial and contractual obligations. Rather, it is the
37 intent of the Legislature to avoid widespread economic and social
38 harm by establishing a timeline and framework for tenants,
39 homeowners, and small landlords to defer payments temporarily

1 *until after the public health emergency passes and the financial*
2 *consequences begin to ease.*

3 *SEC. 3. Section 798.56 of the Civil Code is amended to read:*

4 798.56. A tenancy shall be terminated by the management only
5 for one or more of the following reasons:

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

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

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

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

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

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

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

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

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

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

35 (3) Payment by the legal owner, as defined in Section 18005.8
36 of the Health and Safety Code, any junior lienholder, as defined
37 in Section 18005.3 of the Health and Safety Code, or the registered
38 owner, as defined in Section 18009.5 of the Health and Safety
39 Code, if other than the homeowner, on behalf of the homeowner
40 prior to the expiration of 30 calendar days following the mailing

1 of the notice to the legal owner, each junior lienholder, and the
2 registered owner provided in subdivision (b) of Section 798.55,
3 shall cure a default under this subdivision with respect to that
4 payment.

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

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

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

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

31 (A) A copy of a three-day notice sent pursuant to subdivision
32 (b) of Section 798.55 to a homeowner for the nonpayment of rent,
33 utility charges, or reasonable incidental service charges was not
34 sent to the legal owner, junior lienholder, or registered owner, of
35 the mobilehome, if other than the homeowner, during the preceding
36 12-month period.

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

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

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

8 (f) Condemnation of the park.

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

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

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

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

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

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

31 (5) A notice of a proposed change of use given prior to January
 32 1, 1980, that conforms to the requirements in effect at that time
 33 shall be valid. The requirements for a notice of a proposed change
 34 of use imposed by this subdivision shall be governed by the law
 35 in effect at the time the notice was given.

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

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

8 ~~SECTION 1.— Section 1947.01 is added to the Civil Code,~~
9 ~~immediately following Section 1947, to read:~~

10 ~~1947.01. (a) Notwithstanding Sections 1470, 1947, 1950.5,~~
11 ~~or any other law, a landlord shall not do either of the following~~
12 ~~during the tenancy:~~

13 ~~(1) Apply a security deposit to satisfy an obligation that accrued~~
14 ~~during the effective time period unless the tenant agrees in writing~~
15 ~~to allow the deposit to be applied in satisfaction of the obligation.~~

16 ~~(2) Apply a monthly rental payment to any obligation other than~~
17 ~~the prospective month’s rent, unless so designated by the tenant~~
18 ~~in writing.~~

19 ~~(b) Any provision of a stipulation, settlement agreement, or~~
20 ~~other agreement, including a lease agreement, that conflicts with~~
21 ~~or purports to waive the provisions of this section is prohibited~~
22 ~~and is void as contrary to public policy.~~

23 ~~(c) If a local initiative, ordinance, regulation, or other policy~~
24 ~~conflicts with this section, the provision that provides greater~~
25 ~~protection to covered tenants shall control.~~

26 ~~(d) For purposes of this section, the following definitions apply:~~

27 ~~(1) “Covered tenant” means a tenant who has provided their~~
28 ~~landlord a written statement that they have had a loss of income~~
29 ~~or increased expenses, or both, as a result of the COVID-19~~
30 ~~pandemic that has impacted their ability to fully pay rent, in~~
31 ~~accordance with paragraph (1) of subdivision (e) of Section 1161.6~~
32 ~~of the Code of Civil Procedure. “Covered tenant” does not include~~
33 ~~a commercial tenant.~~

34 ~~(2) “Effective time period” means the time period between the~~
35 ~~date a state of emergency is initially declared and the earlier of~~
36 ~~either of the following:~~

37 ~~(A) Ninety days after the termination of the state of emergency.~~

38 ~~(B) April 1, 2021.~~

39 ~~(3) “State of emergency” means an emergency related to the~~
40 ~~COVID-19 pandemic declared by the Governor pursuant to the~~

1 California Emergency Services Act (Chapter 7 (commencing with
2 Section 8550) of Division 1 of Title 2 of the Government Code):

3 SEC. 2. Section 1947.02 is added to the Civil Code,
4 immediately following Section 1947.01, to read:

5 1947.02. (a) A covered tenant who failed to perform an
6 obligation to pay rent, or any other financial or monetary
7 obligation, that accrued during the effective time period shall not
8 be deemed to be in default of the obligation, and no action to
9 recover unpaid rent or other sums due, may be pursued, until 12
10 months after the effective time period.

11 (b) (1) Nothing in this section shall prohibit a landlord from
12 recovering unpaid rent by written agreement with the tenant,
13 provided that the agreement does not exceed the actual amount of
14 the debt, does not include attorney’s fees or costs, late fees,
15 penalties, or interest related to the unpaid rent, and the debt is
16 offset by the amount of any payments, mortgage forbearance,
17 mortgage forgiveness, or property tax reduction that were provided
18 to the landlord to offset, replace, or compensate the landlord for
19 decreased rental income or provided as financial assistance.

20 (2) The agreement shall not require the tenant to vacate the
21 premises as a condition of satisfying the unpaid rent obligation.

22 (3) A landlord shall notify the tenant in writing of their rights
23 under this section before the agreement is signed.

24 (4) Any agreement with a tenant regarding the payment of rent
25 shall be in writing and shall adhere to the requirements of Section
26 1632.

27 (e) A landlord shall not charge a tenant, or attempt to collect
28 from a tenant, fees assessed for late payment of rent that accrued
29 during the effective time period, nor may the landlord charge fees
30 to a tenant for services previously provided by the landlord, as
31 compensation for purported damages for late payment of rent that
32 accrued during the effective time period. A landlord shall not
33 provide different terms or conditions of tenancy or withhold a
34 service or amenity based on whether a tenant repays or agrees to
35 repay all or any portion of unpaid rent.

36 (d) A landlord shall not harass, threaten, or seek to intimidate
37 a tenant in order to obtain a tenant’s payment or agreement to pay
38 any portion of unpaid rent or to obtain a tenant’s vacation of the
39 property because of a tenant’s failure to pay rent.

1 (e) ~~Any stipulation, settlement agreement, or other agreement,~~
2 ~~including a lease agreement, that conflicts with or purports to waive~~
3 ~~the provisions of this section is prohibited and is void as contrary~~
4 ~~to public policy.~~

5 (f) ~~If a local initiative, ordinance, regulation, or other policy~~
6 ~~conflicts with this section, the provision that provides greater~~
7 ~~protection to covered tenants shall apply.~~

8 (g) ~~For purposes of this section, the terms “covered tenant,”~~
9 ~~“effective time period,” and “state of emergency” have the~~
10 ~~definitions provided in Section 1947.01.~~

11 SEC. 3. ~~Section 1947.03 is added to the Civil Code,~~
12 ~~immediately following Section 1947.02, to read:~~

13 1947.03. (a) ~~A housing provider, credit reporting agency,~~
14 ~~tenant screening company, or other entity that evaluates tenants~~
15 ~~on behalf of a housing provider shall not use an alleged default in~~
16 ~~rent that accrued during the effective time period as a negative~~
17 ~~factor for the purpose of evaluating creditworthiness or as the basis~~
18 ~~for a negative reference to a prospective housing provider,~~
19 ~~regardless of whether a report is received alleging default in the~~
20 ~~payment of rent.~~

21 (b) ~~For purposes of this section, the terms “covered tenant,”~~
22 ~~“effective time period,” and “state of emergency” have the~~
23 ~~definitions provided in Section 1947.01.~~

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

26
27 TITLE 19. COVID-19-TENANT *SMALL LANDLORD* AND
28 HOMEOWNER RELIEF ACT OF 2020

29
30 CHAPTER 1. TITLE AND DEFINITIONS

31
32 3273.01. This title is known, and may be cited, as the
33 “COVID-19-Tenant *Small Landlord* and Homeowner Relief ~~Law~~
34 *Act* of 2020.”

35 3273.1. For purposes of this title, the following definitions
36 apply:

37 (a) (1) “Borrower” means ~~either~~ *any* of the following:

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

1 (B) An entity other than a natural person provided the secured
2 property is currently occupied by one or more residential tenants.

3 (C) *A mobilehome owner who is the borrower on any security*
4 *agreement relating to a loan or conditional sale contract which,*
5 *according to its terms, gives the secured party the right to foreclose*
6 *its security interest in a manufactured home or mobilehome subject*
7 *to registration under Part 2 (commencing with Section 18000) of*
8 *Division 13 of the Health and Safety Code.*

9 (2) “Borrower” shall not ~~include any of the following:~~

10 ~~(A) An include an individual who has surrendered the secured~~
11 ~~property as evidenced by either a letter confirming the surrender~~
12 ~~or delivery of the keys to the property to the mortgagee, trustee,~~
13 ~~beneficiary, or authorized agent.~~

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

20 ~~(B)~~

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

23 ~~(C)~~

24 (B) A corporation.

25 ~~(D)~~

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

28 ~~(3)~~

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

31 ~~(b) “Covered period” means the time period between the~~
32 ~~operational date of this title and the earlier of either of the~~
33 ~~following:~~

34 ~~(1) Ninety days after the termination of the COVID-19 state of~~
35 ~~emergency.~~

36 ~~(2) April 1, 2021.~~

37 (b) “Effective time period” means the time period between the
38 operational date of this title and the earlier of either of the
39 following:

1 (1) *Ninety days after the termination of the COVID-19 state of*
2 *emergency.*

3 (2) *April 1, 2021.*

4 (c) *“Higher payment postforbearance plan” means a*
5 *postforbearance repayment arrangement that includes one or both*
6 *of the following terms:*

7 (1) *It requires the borrower to make a lump-sum reinstatement*
8 *payment prior to the mortgage loan’s maturity date.*

9 (2) *It increases the borrower’s preforbearance monthly principal*
10 *and interest payment other than as the result of an adjustment of*
11 *the applicable index pursuant to the terms of an adjustable rate*
12 *mortgage.*

13 ~~(e)~~

14 (d) *“Impound account” means a type of account for payment*
15 *of taxes on real property, insurance premiums, or other purposes*
16 *relating to the property. Such an account may be structured as an*
17 *impound, trust, or other type of account.*

18 ~~(d)~~

19 (e) *“Mortgage servicer” or “lienholder” means a person or*
20 *entity who directly services a loan, or who is responsible for*
21 *interacting with the borrower, managing the loan account on a*
22 *daily basis including collecting and crediting periodic loan*
23 *payments, managing any escrow account, or enforcing the note*
24 *and security instrument, either as the current owner of the*
25 *promissory note or as the current owner’s authorized agent.*
26 *“Mortgage servicer” or “lienholder” also means a subservicing*
27 *agent to a master servicer by contract. “Mortgage servicer” shall*
28 *not include a trustee, or a trustee’s authorized agent, acting under*
29 *a power of sale pursuant to a deed of trust.*

30 ~~(e)~~

31 (f) *“Multifamily borrower” means a borrower of a residential*
32 *mortgage loan that is secured by a lien against a property*
33 *comprising five or more dwelling units.*

34 ~~(f)~~

35 (g) *“State of emergency” means an emergency related to the*
36 *COVID-19 pandemic declared by the Governor pursuant to the*
37 *California Emergency Services Act (Chapter 7 (commencing with*
38 *Section 8550) of Division 1 of Title 2 of the Government Code).*

39 3273.2. (a) *The provisions of this title apply to specified*
40 *obligations, as follows:*

1 (1) Article 1 (commencing with Section 3273.10) of Chapter 2
 2 shall apply to a mortgage or deed of trust that is secured by
 3 residential property containing no more than four dwelling units,
 4 including individual units of condominiums or cooperatives, and
 5 that was outstanding as of the enactment date of this title.

6 (2) Article 2 (commencing with Section 3273.20) of Chapter 2
 7 shall apply to a mortgage or deed of trust that is secured by
 8 residential property containing five or more dwelling units, and
 9 that was outstanding as of the enactment date of this title.

10 (3) *Article 3 (commencing with Section 3273.30) of Chapter 2*
 11 *shall apply to any security agreement relating to a loan or*
 12 *conditional sale contract which, according to its terms, gives the*
 13 *secured party the right to foreclose its security interest in a*
 14 *manufactured home or mobilehome subject to registration under*
 15 *Part 2 (commencing with Section 18000) of Division 13 of the*
 16 *Health and Safety Code.*

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

24
 25 CHAPTER 2. MORTGAGES

26
 27 Article 1. Residential Mortgage Loans

28
 29 3273.10. (a) During the ~~covered~~ *effective time* period, a
 30 borrower may request forbearance from any mortgage obligation
 31 by submitting a request to the borrower’s mortgage servicer, either
 32 orally or in writing, affirming that the borrower is experiencing a
 33 financial hardship that prevents the borrower from making timely
 34 payments on the mortgage obligation due, directly or indirectly,
 35 to the COVID-19 emergency.

36 (b) ~~Pursuant to~~ *If* a borrower ~~submitting~~ *submits* a request for
 37 forbearance, a mortgage servicer may require the borrower to
 38 provide a written attestation subject to ~~the following requirements:~~
 39 *all of the following:*

1 (1) The attestation shall include only the following text: “I,
2 [borrower name], attest that I am experiencing a financial hardship
3 that prevents me from making timely payments on my mortgage
4 obligation due, directly or indirectly, to the COVID-19
5 emergency.”

6 *I declare that the following is true and correct:*

7 *I am currently unable to make timely payments on my mortgage*
8 *obligation because of a loss of income and/or increased expenses*
9 *caused by the COVID-19 pandemic.*

10 *Signed:*

11 *Dated:*

12 (2) The mortgage servicer shall notify the borrower of the
13 attestation requirement and the wording set forth in paragraph (1)
14 and provide clear directions for how the attestation shall be
15 delivered to the mortgage servicer.

16 (3) The mortgage servicer shall provide forbearance for a period
17 of no less than 30 days before canceling the forbearance due to a
18 borrower failing to provide the attestation required by the mortgage
19 servicer.

20 (4) The mortgage servicer shall not require the borrower to
21 provide any additional information or documentation besides the
22 attestation described in paragraph (1).

23 (c) (1) A mortgage servicer shall ~~provide~~ *offer* the forbearance
24 requested pursuant to subdivision (a) for the period requested by
25 the borrower, up to an initial period of 180 days, the length of
26 which shall be extended by the servicer at the request of the
27 borrower for the period or periods requested by the borrower, for
28 a total forbearance period of ~~up to 12 months. At the borrower's~~
29 ~~request, either the initial or any extended period of forbearance~~
30 ~~may be shortened or discontinued.~~ *not to exceed 12 months. If the*
31 *mortgage servicer granting an initial period of 180 days would*
32 *require the borrower's total mortgage forbearance period since*
33 *March 4, 2020, to exceed 12 months, then the mortgage servicer*
34 *may offer a shorter forbearance period equal to the number of*
35 *days for the forbearance to reach the borrower's 12-month period.*

36 (2) *Notwithstanding paragraph (1), a mortgage servicer shall*
37 *not be required to offer a forbearance period that would result in*
38 *a total forbearance that exceeds 360 days between March 4, 2020,*
39 *and April 2, 2022.*

1 (3) *At the borrower's request, either the initial or any extended*
2 *period of forbearance may be shortened or discontinued.*

3 (d) For purposes of providing a forbearance under this section
4 and pursuant to a borrower requesting a forbearance period of
5 greater than 90 days, a mortgage servicer shall provide an initial
6 forbearance with a term of not less than 90 days, provided that the
7 forbearance is automatically extended for an additional 90 days
8 unless the mortgage servicer confirms that the borrower does not
9 want to renew the forbearance.

10 (e) During the period of a forbearance under this article, a
11 mortgage servicer shall not assess, accrue, or apply to a borrower's
12 account any fees, penalties, or additional interest beyond the
13 amounts scheduled or calculated as if the borrower made all
14 contractual payments on time and in full under the terms of the
15 mortgage contract in effect at the time the borrower enters into the
16 forbearance.

17 (f) ~~Upon providing~~ *offering* a forbearance pursuant to
18 subdivision (c), a mortgage servicer shall provide the borrower
19 *with written notification of the that includes all of the following:*

20 (1) *The forbearance terms, including treatment of any payments*
21 *to an impound account during the forbearance period, and a period.*

22 (2) *A description of the types of loss mitigation options to bring*
23 *the loan current that may be available to the borrower at the end*
24 *of the forbearance period based on the borrower's specific loan*
25 *period.*

26 (3) *A statement that the mortgage servicer will contact the*
27 *borrower 30 days before the forbearance expires to discuss the*
28 *options to bring the loan current available to the borrower. The*
29 *statement shall request the borrower to keep the borrower's contact*
30 *information up to date with the mortgage servicer for purposes of*
31 *this paragraph.*

32 (4) *If, at the time the mortgage servicer makes the offer of*
33 *forbearance pursuant to subdivision (c), the servicer reasonably*
34 *believes that investor guidelines, federal agency guidance, or any*
35 *applicable law will prohibit the mortgage servicer from offering*
36 *the borrower a postforbearance option other than a higher payment*
37 *postforbearance plan, the servicer shall so inform the borrower*
38 *and state the specific basis for that belief as part of the notification.*

39 (g) *If, during the period of forbearance, but prior to commencing*
40 *efforts to contact the borrower pursuant to subdivision (a) of*

1 Section 3273.11, the mortgage servicer becomes aware of a
2 material change in the options to bring the loan current that may
3 be available to the borrower at the end of forbearance, the
4 mortgage servicer shall notify the borrower of that change in
5 writing as soon as reasonably practicable.

6 ~~(g)~~

7 (h) A mortgage servicer, mortgagee, or beneficiary of the deed
8 of trust, or an authorized agent thereof, who, with respect to a
9 borrower of a federally backed mortgage, complies with the
10 relevant provisions regarding forbearance in Section 4022 of the
11 federal Coronavirus Aid, Relief, and Economic Security Act (the
12 CARES Act) (Public Law 116-136), including any amendments
13 or revisions to those provisions, shall be deemed to be in
14 compliance with this section.

15 3273.11. (a) ~~No later than~~ *At least* 30 days before the end of
16 any forbearance period ~~that has not been extended or no more than~~
17 30 days after a request by a borrower to terminate the forbearance,
18 a mortgage servicer ~~shall notify the borrower of their options to~~
19 ~~modify their loan or reinstate the mortgage account to current~~
20 ~~status in a manner that does not do any of the following:~~ *shall,*
21 *with diligent effort, attempt to contact the borrower and inquire*
22 *whether the borrower is now able to resume making the*
23 *preforbearance mortgage payments.*

24 ~~(1) Require the borrower to make a lump-sum reinstatement~~
25 ~~payment prior to the mortgage loan's maturity date.~~

26 ~~(2) Increase the borrower's preforbearance monthly principal~~
27 ~~and interest payment except subject to any adjustment of the~~
28 ~~applicable index pursuant to the terms of an adjustable rate~~
29 ~~mortgage.~~

30 ~~(b) Within 30 days of providing the notification required by~~
31 ~~subdivision (a), the mortgage servicer shall provide the borrower~~
32 ~~with a written notice that does all of the following:~~

33 ~~(1) Describes the terms of any loan modification or other~~
34 ~~reinstatement options available to the borrower, including any new~~
35 ~~payment schedule, new balance, or new date of maturity.~~

36 ~~(2) Informs the borrower that they have the option of prepaying~~
37 ~~the outstanding balance or any portion thereof at any time, in a~~
38 ~~lump sum or otherwise.~~

1 ~~(3) Clearly explains to the borrower the process for electing a~~
2 ~~loan modification or other reinstatement option that is available~~
3 ~~to the borrower.~~

4 ~~(4) Advises the borrower to contact the mortgage servicer if~~
5 ~~they cannot resume making their preforbearance mortgage~~
6 ~~payments.~~

7 ~~(e) A mortgage servicer that claims investor guidelines or any~~
8 ~~applicable law prohibits the mortgage servicer from implementing~~
9 ~~a postforbearance option that complies with subdivision (a) shall~~
10 ~~notify the borrower of the claim at the time of an offer of~~
11 ~~forbearance. Failure to make that disclosure shall have the effect~~
12 ~~of a designation by the servicer that it has the authority to~~
13 ~~implement the provisions of this section. At the time of an offer~~
14 ~~of forbearance, the servicer claiming that exception shall present~~
15 ~~documentation of the ground for the exception to the borrower.~~

16 *(b) If the borrower does not respond despite the diligent efforts*
17 *of the mortgage servicer or if the borrower responds by affirming*
18 *that they are now able to resume the preforbearance mortgage*
19 *payments, the servicer shall reinstate the preforbearance loan*
20 *payments and promptly provide the borrower with a notice*
21 *containing all of the following:*

22 *(1) A description of any options available to the borrower to*
23 *address the amount unpaid during the forbearance, including any*
24 *new payment schedule, new balance, or new date of maturity. If*
25 *all of these options are higher payment postforbearance plans, the*
26 *notice shall state with specificity the ground upon which the*
27 *servicer reasonably believes that investor guidelines, federal*
28 *agency guidance, or other applicable law prevents the servicer*
29 *from offering the borrower an option that is not a higher payment*
30 *postforbearance plan.*

31 *(2) Clear, written instructions for how the borrower can select*
32 *from the options available pursuant to paragraph (1) and apply*
33 *for those options if an application is required.*

34 ~~(d) (1) Notwithstanding subdivision (g) of Section 2923.6 or~~
35 ~~any other law or regulation, if the borrower notifies the mortgage~~
36 ~~servicer, pursuant to paragraph (4) of subdivision (b), that they are~~
37 ~~not able to resume making their preforbearance mortgage payments,~~

38 *(c) (1) If, in response to the servicer's inquiry pursuant to*
39 *subdivision (a), the borrower indicates that the borrower will not*
40 *be able to resume making the preforbearance mortgage payments,*

1 *then* the mortgage servicer shall evaluate the borrower for all loss
2 mitigation and foreclosure prevention options available to the
3 borrower under the terms of any investor requirements and existing
4 federal or state laws, policies, or agency guidance, without regard
5 to whether the borrower has previously requested, been offered,
6 or provided a loan modification or other loss mitigation option and
7 without any requirement that the borrower bring the account current
8 before that evaluation or as a condition of eligibility.

9 (2) If the borrower qualifies for an option described in paragraph
10 (1), the mortgage servicer shall implement the option, with no
11 penalties or late fees, and with no modification fees charged to the
12 borrower. The mortgage servicer shall not charge additional interest
13 beyond the amounts scheduled or calculated as if the borrower
14 made all contractual payments on time and in full under the terms
15 of the mortgage contract in effect at the time the borrower entered
16 into the forbearance, except to the extent that interest is charged
17 after the modification on any arrears that are capitalized into the
18 new balance of a modified loan.

19 (3) *If the borrower does not qualify for an option described in*
20 *paragraph (1), the mortgage servicer shall inform the borrower*
21 *pursuant to applicable federal and state law. If the loan*
22 *subsequently becomes delinquent, the mortgage servicer may*
23 *thereafter pursue foreclosure acts to the extent that those acts*
24 *comply with relevant state law, including, but not limited to,*
25 *Sections 2923.5, 2923.55, 2923.6, 2923.7, 2924.9, 2924.10,*
26 *2924.11, 2924.17, and 2924.18. The servicer shall not be required*
27 *to further evaluate the borrower for loss mitigation and foreclosure*
28 *prevention options unless the borrower notifies the servicer of a*
29 *material change in the borrower's financial circumstances.*

30 (e)

31 (d) Any mortgage servicer, mortgagee, or beneficiary of the
32 deed of trust, or authorized agent thereof, who, with respect to a
33 borrower of a federally backed loan, complies with the guidance
34 to mortgagees regarding borrower options following a
35 COVID-19-related forbearance provided by the Federal National
36 Mortgage Association, the Federal Home Loan Mortgage
37 Corporation, the Federal Housing Administration of the United
38 States Department of Housing and Urban Development, the United
39 States Department of Veterans Affairs, or the Rural Development
40 division of the United States Department of Agriculture, including

1 any amendments, updates, or revisions to that guidance, shall be
2 deemed to be in compliance with this section.

3 ~~3273.12. If a borrower does not qualify for an option described
4 in Section 3273.11, the mortgage servicer may pursue foreclosure
5 acts after to the extent that those acts comply with relevant state
6 law, including, but not limited to, Sections 2923.5, 2923.55, 2923.6,
7 2923.7, 2924.9, 2924.10, 2924.11, 2924.17, and 2924.18.~~

8 ~~3273.13.~~

9 ~~3273.12.~~ It is the intent of the Legislature that a mortgage
10 servicer offer a borrower a postforbearance ~~loss mitigation option~~
11 ~~repayment~~ plan that is consistent with the mortgage servicer's
12 contractual or other authority.

13 ~~3273.14.~~

14 ~~3273.13.~~ A mortgage servicer shall not mislead or make
15 *material* misrepresentations to a borrower regarding any of the
16 following:

17 (a) Options for forbearance provided by state or federal law or
18 otherwise provided ~~by~~, or available ~~through~~ *through*, the servicer.

19 (b) Options for repayment after a forbearance period ends
20 provided by state or federal law or otherwise provided ~~by~~, or
21 available ~~through~~ *through*, the servicer.

22 ~~3273.15.~~

23 ~~3273.14.~~ A mortgage servicer shall communicate about
24 forbearance and ~~loan modification~~ *postforbearance* options
25 described in this article in the borrower's preferred language when
26 the mortgage servicer regularly communicates with any borrower
27 in that language.

28 ~~3273.16.~~

29 ~~3273.15.~~ (a) A borrower who is harmed by a violation of this
30 article may bring an action to obtain injunctive relief, damages,
31 restitution, and any other remedy to redress the violation.

32 (b) A court shall award a prevailing borrower reasonable
33 attorney's fees and costs in any action based on any violation of
34 this article in which injunctive relief against a sale, including a
35 temporary restraining order, is granted. A court may award a
36 prevailing borrower reasonable attorney's fees and costs in an
37 action for a violation of this article in which relief is granted but
38 no injunctive relief against a sale is granted.

39 (c) The rights, remedies, and procedures provided to borrowers
40 by this section are in addition to and independent of any other

1 rights, remedies, or procedures under any other law. This section
2 shall not be construed to alter, limit, or negate any other rights,
3 remedies, or procedures provided to borrowers by law.

4 ~~3273.17.~~

5 3273.16. Any waiver by a borrower of the provisions of this
6 article is contrary to public policy and shall be void.

7

8

Article 2. Multifamily Mortgage Loans

9

10 ~~3273.20. During the covered period, a multifamily borrower~~
11 ~~experiencing a financial hardship due, directly or indirectly, to the~~
12 ~~COVID-19 emergency may request a forbearance pursuant to this~~
13 ~~article.~~

14 ~~3273.21.—A~~

15 3273.20 *During the effective time period, a multifamily*
16 *borrower that was current on its payments as of February 1, 2020,*
17 *may submit an oral or written request for up to six months’*
18 *forbearance under this article to the borrower’s servicer affirming*
19 *that the multifamily borrower is experiencing a financial hardship*
20 *during the COVID-19 emergency.*

21 ~~3273.22.~~

22 3273.21. (a) Upon receipt of an oral or written request for
23 forbearance from a multifamily borrower, a mortgage servicer may
24 request any reasonable documentation of a decrease in *gross rental*
25 ~~income revenue~~ the servicer requires in order to demonstrate
26 financial hardship. For the purposes of this section, “financial
27 hardship” means a decline of ~~—~~ 10 percent or more of average
28 *gross monthly rental-income revenue* over the two most recent
29 calendar months when compared to either of the following:

30 (1) The borrower’s average *gross monthly rental-income revenue*
31 for the property in question for the two calendar months before
32 March 4, 2020.

33 (2) The borrower’s average *gross monthly rental-income revenue*
34 for the same calendar month in 2019.

35 (b) Upon receipt of satisfactory demonstration of financial
36 hardship pursuant to subdivision (a), a servicer shall do both of
37 the following:

38 (1) Provide the forbearance for up to 30 days.

39 (2) Extend the forbearance for up to five additional 30-day
40 periods upon the request of the multifamily borrower, provided

1 that the borrower’s request for an extension is made during the
 2 ~~covered~~ *effective* time period, and, at least 15 days prior to the end
 3 of the forbearance period.

4 (c) *A servicer may deduct the number of days that the servicer*
 5 *provided forbearance to a multifamily borrower between March*
 6 *4, 2020, and the operative date of this title from the 180 days*
 7 *required by subdivision (b).*

8 (e)
 9 (d) *A multifamily borrower shall have the option to discontinue*
 10 *the forbearance at any time.*

11 (e) *During the forbearance period, a servicer may require*
 12 *payment equal to the net operating income derived from the*
 13 *property securing the mortgage to the extent that rental revenue*
 14 *is collected and not used for operation or maintenance of the*
 15 *property. The servicer shall not require these payments to exceed*
 16 *the amount of the mortgage payments forborne.*

17 ~~3273.23.~~

18 3273.22. (a) *A multifamily borrower who is harmed by a*
 19 *violation of this article may bring an action to obtain injunctive*
 20 *relief, damages, restitution, and any other remedy to redress the*
 21 *violation.*

22 (b) ~~A court shall~~ *may* *award a prevailing borrower reasonable*
 23 *attorney’s fees and costs in any action based on any violation of*
 24 *this article in which injunctive relief against a sale, including a*
 25 *temporary restraining order, is granted. A court may award a*
 26 *prevailing party reasonable attorney’s fees and costs in an action*
 27 *for a violation of this article in which relief is granted but no*
 28 *injunctive relief against a sale is granted.*

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

34 3273.23. *A mortgage servicer, mortgagee, or beneficiary of*
 35 *the deed of trust, or an authorized agent thereof, who, with respect*
 36 *to a multifamily borrower of a federally backed mortgage, complies*
 37 *with the relevant provisions regarding forbearance in Section 4023*
 38 *of the federal Coronavirus Aid, Relief, and Economic Security Act*
 39 *(the CARES Act) (Public Law 116-136), including any amendments*
 40 *or revisions to those provisions, and any related guidance provided*

1 *by the Federal National Mortgage Association, the Federal Home*
2 *Loan Mortgage Corporation, or the Federal Housing*
3 *Administration of the United States Department of Housing and*
4 *Urban Development, shall be deemed to be in compliance with*
5 *this chapter.*

6
7 CHAPTER 3. MOBILEHOME LOANS
8

9 3273.30. (a) *At any time during the effective time period, a*
10 *manufactured home or mobilehome owner who is the borrower*
11 *on any security agreement relating to a loan or conditional sale*
12 *contract which, according to its terms, gives the secured party the*
13 *right to foreclose its security interest in a manufactured home or*
14 *mobilehome subject to registration under Part 2 (commencing*
15 *with Section 18000) of Division 13 of the Health and Safety Code*
16 *may request up to a total of 12 months' forbearance, which may*
17 *include forbearance beyond the effective time period, from any*
18 *payment obligation under the security agreement by submitting a*
19 *request to the lienholder, either orally or in writing, affirming that*
20 *the mobilehome owner is experiencing a financial hardship that*
21 *prevents the mobilehome owner from making timely payments on*
22 *the obligation due, directly or indirectly, to the COVID-19*
23 *emergency. Any month for which the mobilehome borrower*
24 *received mortgage forbearance between March 4, 2020, and the*
25 *operative date of this title shall count toward the 12-month total.*

26 (b) *If a mobilehome borrower submits a request for forbearance,*
27 *then the lienholder may require the mobilehome borrower to*
28 *provide a written attestation subject to all of the following:*

29 (1) *The attestation shall include only the following text:*

30 *I declare that the following is true and correct:*

31 *I am currently unable to make timely payments on my*
32 *manufactured home or mobilehome loan or conditional sale*
33 *contract obligation because of a loss of income and/or increased*
34 *expenses caused by the COVID-19 pandemic.*

35 *Signed:*

36 *Dated:*

37 (2) *The lienholder shall notify the mobilehome borrower of the*
38 *attestation requirement and the wording set forth in paragraph*
39 *(1) and provide clear directions for how the attestation shall be*
40 *delivered to the lienholder.*

1 (3) *The lienholder shall provide forbearance for a period of no*
2 *less than 30 days before canceling the forbearance due to a*
3 *mobilehome borrower failing to provide the attestation required*
4 *by the lienholder.*

5 (4) *The lienholder shall not require the mobilehome borrower*
6 *to provide any additional information or documentation besides*
7 *the attestation described in paragraph (1).*

8 (c) (1) *A lienholder shall offer the forbearance requested*
9 *pursuant to subdivision (a) for the period requested by the*
10 *mobilehome borrower, up to an initial period of 180 days, the*
11 *length of which shall be extended by the lienholder at the request*
12 *of the mobilehome borrower for the period or periods requested*
13 *by the mobilehome borrower, for a total forbearance period not*
14 *to exceed 12 months. If the lienholder granting an initial period*
15 *of 180 days would require the mobilehome borrower's total*
16 *mortgage forbearance period since March 4, 2020, to exceed 12*
17 *months, then the lienholder may offer a shorter forbearance period*
18 *equal to the number of days for the forbearance to reach the*
19 *mobilehome borrower's 12-month period.*

20 (2) *Notwithstanding paragraph (1) a lienholder shall not be*
21 *required to offer a forbearance period that would result in a total*
22 *forbearance that exceeds 360 days between March 4, 2020, and*
23 *April 2, 2022.*

24 (3) *At the mobilehome borrower's request, either the initial or*
25 *any extended period of forbearance may be shortened or*
26 *discontinued.*

27 (d) *For purposes of providing a forbearance under this section*
28 *and pursuant to a mobilehome borrower requesting a forbearance*
29 *period of greater than 90 days, a lienholder shall provide an initial*
30 *forbearance with a term of not less than 90 days, provided that*
31 *the forbearance is automatically extended for an additional 90*
32 *days unless the lienholder confirms that the mobilehome borrower*
33 *does not want to renew the forbearance.*

34 (e) *Upon offering a forbearance pursuant to subdivision (c), a*
35 *lienholder shall provide the mobilehome borrower with written*
36 *notification that includes all of the following:*

37 (1) *The forbearance terms, including treatment of any payments*
38 *to an impound account during the forbearance period.*

1 (2) *A description of the types of options to bring the loan current*
2 *that may be available to the mobilehome borrower at the end of*
3 *the forbearance period.*

4 (3) *A statement that the lienholder will contact the mobilehome*
5 *borrower when the forbearance expires to discuss options to bring*
6 *the loan current that may be available to the mobilehome borrower.*
7 *The statement shall request the mobilehome borrower to keep the*
8 *mobilehome borrower's contact information up to date with the*
9 *lienholder for purposes of this paragraph.*

10 (4) *If, at the time the lienholder makes the offer of forbearance*
11 *pursuant to subdivision (c), the lienholder reasonably believes*
12 *that investor guidelines, federal agency guidance, or any applicable*
13 *law will prohibit the lienholder from offering the mobilehome*
14 *borrower a postforbearance option other than a higher payment*
15 *postforbearance plan, the lienholder shall so inform the*
16 *mobilehome borrower and state the specific basis for that belief*
17 *as part of the notification.*

18 (f) *During the period of a forbearance under this article, a*
19 *lienholder shall not assess, accrue, or apply to a mobilehome*
20 *borrower's account any fees, penalties, or additional interest*
21 *beyond the amounts scheduled or calculated as if the mobilehome*
22 *borrower made all contractual payments on time and in full under*
23 *the terms of the contract in effect at the time the mobilehome*
24 *borrower enters into the forbearance.*

25 (g) *If, during the period of forbearance but prior to commencing*
26 *efforts to contact the mobilehome borrower pursuant to subdivision*
27 *(a) of Section 3273.31, the lienholder becomes aware of a material*
28 *change in the options to bring the loan current that may be*
29 *available to the mobilehome borrower at the end of forbearance,*
30 *the lienholder shall notify the mobilehome borrower of that change*
31 *in writing.*

32 (h) (1) *If, at the time the lienholder makes the offer of*
33 *forbearance pursuant to subdivision (c), the lienholder reasonably*
34 *believes that investor guidelines, federal agency guidance, or any*
35 *applicable law will prohibit the lienholder from offering the*
36 *mobilehome borrower a postforbearance option other than a higher*
37 *payment postforbearance plan, the lienholder shall so inform the*
38 *mobilehome borrower and state the basis for that belief as part of*
39 *the notification pursuant to subdivision (f).*

1 (2) *Failure to comply with paragraph (1) shall have the effect*
2 *of a designation by the lienholder that it has the authority to*
3 *implement the provisions of this section.*

4 (i) *A lienholder, mortgage servicer, mortgagee, or beneficiary*
5 *of the deed of trust, or an authorized agent thereof, who, with*
6 *respect to a mobilehome borrower of a federally backed mortgage*
7 *or lien, complies with the relevant provisions regarding*
8 *forbearance in Section 4022 of the federal Coronavirus Aid, Relief,*
9 *and Economic Security Act (the CARES Act) (Public Law 116-136),*
10 *including any amendments or revisions to those provisions, shall*
11 *be deemed to be in compliance with this section.*

12 3273.31. (a) *At least 30 days before the end of any forbearance*
13 *period or no more than 30 days after a request by a mobilehome*
14 *borrower to terminate the forbearance, a lienholder shall, with*
15 *diligent effort, attempt to contact the mobilehome borrower and*
16 *inquire whether the mobilehome borrower is now able to resume*
17 *the preforbearance payments.*

18 (b) *If the mobilehome borrower does not respond despite the*
19 *diligent effort of the lienholder or if the mobilehome borrower*
20 *responds by affirming that they are now able to resume the*
21 *preforbearance payments, the lienholder shall reinstate the*
22 *preforbearance loan payments and promptly provide the*
23 *mobilehome borrower with a notice that contains both of the*
24 *following:*

25 (1) *A description of any options available to the mobilehome*
26 *borrower to address the amount unpaid during the forbearance,*
27 *including any new payment schedule, new balance, or new date*
28 *of maturity. If all of these options constitute higher payment*
29 *postforbearance plans, the notice shall state with specificity the*
30 *grounds upon which the lienholder reasonably believes that*
31 *investor guidelines, federal agency guidance, or other applicable*
32 *law prevents the lienholder from offering the mobilehome borrower*
33 *an option that is not a higher payment postforbearance plan.*

34 (2) *Clear, written instructions for how the mobilehome borrower*
35 *can select from the options available pursuant to paragraph (1)*
36 *and apply for them.*

37 (c) (1) *If, in response to the lienholder's inquiry pursuant to*
38 *subdivision (a), the mobilehome borrower indicates that the*
39 *mobilehome borrower will not be able to resume making the*
40 *preforbearance loan payments, then the lienholder shall evaluate*

1 *the mobilehome borrower for all loss mitigation and foreclosure*
2 *or repossession prevention options available to the mobilehome*
3 *borrower under the terms of any investor requirements and existing*
4 *federal or state laws, policies, or agency guidance, without regard*
5 *to whether the mobilehome borrower has previously requested,*
6 *been offered, or provided a loan modification or other loss*
7 *mitigation option and without any requirement that the mobilehome*
8 *borrower bring the account current or make any payment before*
9 *that evaluation or as a condition of eligibility.*

10 (2) *If the mobilehome borrower qualifies for a loss mitigation*
11 *or foreclosure or repossession prevention option described in*
12 *paragraph (1), the lienholder shall implement the option, with no*
13 *penalties or late fees, and with no modification fees charged to*
14 *the mobilehome borrower. The lienholder shall not charge*
15 *additional interest beyond the amounts scheduled or calculated*
16 *as if the mobilehome borrower made all contractual payments on*
17 *time and in full under the terms of the security agreement in effect*
18 *at the time the mobilehome borrower entered into the forbearance,*
19 *except to the extent that interest is charged after the modification*
20 *on any arrears that are capitalized into the new balance of a*
21 *modified loan.*

22 (3) *If the mobilehome borrower does not qualify for an option*
23 *described in paragraph (1), the lienholder shall inform the*
24 *mobilehome borrower pursuant to applicable federal and state*
25 *law. If the loan subsequently becomes delinquent, the lienholder*
26 *may thereafter pursue foreclosure acts to the extent that those acts*
27 *comply with relevant state law, including, but not limited to,*
28 *Sections 2923.5, 2923.55, 2923.6, 2923.7, 2924.9, 2924.10,*
29 *2924.11, 2924.17, and 2924.18 of this code, Division 9*
30 *(commencing with Section 9101) of the Commercial Code, and*
31 *Sections 18037.5 and 18039.1 of the Health and Safety Code,*
32 *except that the lienholder shall not be required to further evaluate*
33 *the mobilehome borrower for loss mitigation and foreclosure*
34 *prevention options unless the mobilehome borrower notifies the*
35 *lienholder of a material change in the mobilehome borrower's*
36 *financial circumstances.*

37 (d) *Any lienholder, mortgage servicer, mortgagee, or beneficiary*
38 *of the deed of trust, or authorized agent thereof, who, with respect*
39 *to a mobilehome borrower of a federally backed loan, complies*
40 *with the guidance to mortgagees regarding mobilehome borrower*

1 options following a COVID-19-related forbearance provided by
 2 the Federal National Mortgage Association, the Federal Home
 3 Loan Mortgage Corporation, the Federal Housing Administration
 4 of the United States Department of Housing and Urban
 5 Development, the United States Department of Veterans Affairs,
 6 or the Rural Development division of the United States Department
 7 of Agriculture, including any amendments, updates, or revisions
 8 to that guidance, shall be deemed to be in compliance with this
 9 section.

10 3273.32. It is the intent of the Legislature that a lienholder
 11 offer a mobilehome borrower a postforbearance repayment plan
 12 that is consistent with the lienholder’s contractual or other
 13 authority.

14 3273.33. A lienholder shall not mislead or make material
 15 misrepresentations to a mobilehome borrower regarding any of
 16 the following:

17 (a) Options for forbearance provided by state or federal law or
 18 otherwise provided by, or available through, the lienholder.

19 (b) Options for repayment after a forbearance period ends
 20 provided by state or federal law or otherwise provided by, or
 21 available through, the lienholder.

22 3273.34. A lienholder shall communicate about forbearance
 23 and loan modification options described in this article in the
 24 mobilehome borrower’s preferred language when the lienholder
 25 regularly communicates with any mobilehome borrower in that
 26 language.

27 3273.35. (a) A mobilehome borrower who is harmed by a
 28 violation of this article may bring an action to obtain injunctive
 29 relief, damages, restitution, and any other remedy to redress the
 30 violation.

31 (b) A court shall award a prevailing mobilehome borrower
 32 reasonable attorney’s fees and costs in any action based on any
 33 violation of this article in which injunctive relief against a sale,
 34 including a temporary restraining order, is granted. A court may
 35 award a prevailing mobilehome borrower reasonable attorney’s
 36 fees and costs in an action for a violation of this article in which
 37 relief is granted but no injunctive relief against a sale is granted.

38 (c) The rights, remedies, and procedures provided to
 39 mobilehome borrowers by this section are in addition to, and
 40 independent of, any other rights, remedies, or procedures under

1 *any other law. This section shall not be construed to alter, limit,*
2 *or negate any other rights, remedies, or procedures provided to*
3 *mobilehome borrowers by law.*

4 3273.36. *Any waiver by a mobilehome borrower of the*
5 *provisions of this article is contrary to public policy and shall be*
6 *void.*

7 ~~SEC. 5. Section 1161.6 is added to the Code of Civil Procedure,~~
8 ~~immediately following Section 1161.5, to read:~~

9 1161.6. (a) ~~Notwithstanding paragraphs (2) or (3) of Section~~
10 ~~1161, a covered tenant is not guilty of unlawful detainer if the~~
11 ~~alleged default in payment of rent, or an alleged default in any~~
12 ~~other financial obligation under the tenancy, accrued during the~~
13 ~~effective time period. It shall be unlawful to terminate a tenancy~~
14 ~~in retaliation for a default in rent that is subject to this subdivision.~~
15 ~~Nothing in this section shall prohibit a landlord from seeking to~~
16 ~~recover unpaid rent through a written agreement with the tenant~~
17 ~~or by other civil remedies subject to the limitations in Section~~
18 ~~1947.02 of the Civil Code or by written agreement with the tenant.~~
19 ~~Any stipulation, settlement agreement, or other agreement,~~
20 ~~including a lease agreement, that conflicts with or purports to waive~~
21 ~~the provisions of this subdivision is prohibited and is void as~~
22 ~~contrary to public policy.~~

23 (b) ~~(1) In any action to recover a debt arising from an alleged~~
24 ~~default in rent that accrued during the effective time period, the~~
25 ~~creditor shall set forth in the verified complaint or other document~~
26 ~~submitted under penalty of perjury the amount of any payments,~~
27 ~~mortgage forbearance, mortgage forgiveness, or property tax~~
28 ~~reduction during the relevant time period that were provided to~~
29 ~~the landlord to offset, replace, or compensate the landlord for~~
30 ~~decreased rental income or provided as financial assistance. In any~~
31 ~~judgment on the debt, the court shall offset the amount of these~~
32 ~~payments by the portion of the financial assistance fairly~~
33 ~~attributable to the rental unit in question. The defendant may~~
34 ~~present evidence that the creditor received relief designed to offset~~
35 ~~debt related to the rental unit in question, and any agreement in~~
36 ~~satisfaction of such a debt shall be void if it fails to account for~~
37 ~~receipt of payments described in this section.~~

38 (2) ~~In any action described in subdivision (a), the creditor shall~~
39 ~~not be entitled to recover fees assessed against a tenant for late~~
40 ~~payment of rent or other sums due.~~

1 ~~(e) In any unlawful detainer action based on paragraph (2) of~~
 2 ~~Section 1161 filed within 12 months after the effective time period;~~
 3 ~~the landlord shall be required to affirmatively plead in the~~
 4 ~~complaint that the tenant is not a covered tenant and shall bear the~~
 5 ~~burden of proof that the tenant did not provide the written statement~~
 6 ~~specified in paragraph (1) of subdivision (c).~~

7 ~~(d) In any unlawful detainer action based on paragraph (2) of~~
 8 ~~Section 1161 due to nonpayment of rent filed within 12 months~~
 9 ~~after the effective time period, notwithstanding Section 1167, the~~
 10 ~~defendant’s response shall be filed within 30 days.~~

11 ~~(e) (1) A tenant who is unable to satisfy all or a portion of the~~
 12 ~~rent or other sums due that have accrued during the effective time~~
 13 ~~period due to a loss of income or increased expenses resulting from~~
 14 ~~COVID-19 shall provide the following written statement in~~
 15 ~~response to a written demand to cure the default in rent pursuant~~
 16 ~~to paragraph (2) of Section 1161:~~

17 ~~I declare that the following is true and correct:~~
 18 ~~I have had a loss of income and/or increased expenses as a result~~
 19 ~~of the COVID-19 pandemic that has impacted my ability to fully~~
 20 ~~pay the rent.~~

21 ~~Signed:~~
 22 ~~Dated:~~

23 ~~(2) The tenant shall provide the notice to their landlord as soon~~
 24 ~~as reasonably practical but may provide the notice any time before~~
 25 ~~judgment is entered.~~

26 ~~(3) Any notice served pursuant to paragraph (2) of Section 1161~~
 27 ~~for an alleged default that occurred during the effective time period~~
 28 ~~shall be accompanied by a document containing the written~~
 29 ~~statement specified in paragraph (1) that the tenant may sign and~~
 30 ~~return to the landlord.~~

31 ~~(f) For purposes of this section:~~

32 ~~(1) “Covered tenant” means a tenant described in paragraph (1)~~
 33 ~~of subdivision (c) who has provided a written statement to their~~
 34 ~~landlord. “Covered tenant” does not include a commercial tenant.~~

35 ~~(2) “Effective time period” means the time period between the~~
 36 ~~date a state of emergency is initially declared and the earlier~~
 37 ~~occurrence of either of the following:~~

- 38 ~~(A) Ninety days after the termination of the state of emergency.~~
- 39 ~~(B) April 1, 2021.~~

1 ~~(3) “State of emergency” means an emergency related to the~~
2 ~~COVID-19 pandemic declared by the Governor pursuant to the~~
3 ~~California Emergency Services Act (Chapter 7 (commencing with~~
4 ~~Section 8550) of Division 1 of Title 2 of the Government Code).~~

5 *SEC. 5. Section 1161 of the Code of Civil Procedure is*
6 *amended to read:*

7 1161. A tenant of real property, for a term less than life, or the
8 executor or administrator of his or her estate heretofore qualified
9 and now acting or hereafter to be qualified and act, is guilty of
10 unlawful detainer:

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

26 2. When he or she continues in possession, in person or by
27 subtenant, without the permission of his or her landlord, or the
28 successor in estate of his or her landlord, if applicable, after default
29 in the payment of rent, pursuant to the lease or agreement under
30 which the property is held, and three days’ notice, excluding
31 Saturdays and Sundays and other judicial holidays, in writing,
32 requiring its payment, stating the amount which is due, the name,
33 telephone number, and address of the person to whom the rent
34 payment shall be made, and, if payment may be made personally,
35 the usual days and hours that person will be available to receive
36 the payment (provided that, if the address does not allow for
37 personal delivery, then it shall be conclusively presumed that upon
38 the mailing of any rent or notice to the owner by the tenant to the
39 name and address provided, the notice or rent is deemed received
40 by the owner on the date posted, if the tenant can show proof of

1 mailing to the name and address provided by the owner), or the
2 number of an account in a financial institution into which the rental
3 payment may be made, and the name and street address of the
4 institution (provided that the institution is located within five miles
5 of the rental property), or if an electronic funds transfer procedure
6 has been previously established, that payment may be made
7 pursuant to that procedure, or possession of the property, shall
8 have been served upon him or her and if there is a subtenant in
9 actual occupation of the premises, also upon the subtenant.

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

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

26 3. When he or she continues in possession, in person or by
27 subtenant, after a neglect or failure to perform other conditions or
28 covenants of the lease or agreement under which the property is
29 held, including any covenant not to assign or sublet, than the one
30 for the payment of rent, and three days' notice, excluding Saturdays
31 and Sundays and other judicial holidays, in writing, requiring the
32 performance of such conditions or covenants, or the possession of
33 the property, shall have been served upon him or her, and if there
34 is a subtenant in actual occupation of the premises, also, upon the
35 subtenant. Within three days, excluding Saturdays and Sundays
36 and other judicial holidays, after the service of the notice, the
37 tenant, or any subtenant in actual occupation of the premises, or
38 any mortgagee of the term, or other person interested in its
39 continuance, may perform the conditions or covenants of the lease
40 or pay the stipulated rent, as the case may be, and thereby save the

1 lease from forfeiture; provided, if the conditions and covenants of
2 the lease, violated by the lessee, cannot afterward be performed,
3 then no notice, as last prescribed herein, need be given to the lessee
4 or his or her subtenant, demanding the performance of the violated
5 conditions or covenants of the lease.

6 A tenant may take proceedings, similar to those prescribed in
7 this chapter, to obtain possession of the premises let to a subtenant
8 or held by a servant, employee, agent, or licensee, in case of his
9 or her unlawful detention of the premises underlet to him or her
10 or held by him or her.

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

16 4. Any tenant, subtenant, or executor or administrator of his or
17 her estate heretofore qualified and now acting, or hereafter to be
18 qualified and act, assigning or subletting or committing waste upon
19 the demised premises, contrary to the conditions or covenants of
20 his or her lease, or maintaining, committing, or permitting the
21 maintenance or commission of a nuisance upon the demised
22 premises or using the premises for an unlawful purpose, thereby
23 terminates the lease, and the landlord, or his or her successor in
24 estate, shall upon service of three days' notice to quit upon the
25 person or persons in possession, be entitled to restitution of
26 possession of the demised premises under this chapter. For
27 purposes of this subdivision, a person who commits or maintains
28 a public nuisance as described in Section 3482.8 of the Civil Code,
29 or who commits an offense described in subdivision (c) of Section
30 3485 of the Civil Code, or subdivision (c) of Section 3486 of the
31 Civil Code, or uses the premises to further the purpose of that
32 offense shall be deemed to have committed a nuisance upon the
33 premises.

34 5. When he or she gives written notice as provided in Section
35 1946 of the Civil Code of his or her intention to terminate the
36 hiring of the real property, or makes a written offer to surrender
37 which is accepted in writing by the landlord, but fails to deliver
38 possession at the time specified in that written notice, without the
39 permission of his or her landlord, or the successor in estate of the
40 landlord, if applicable.

1 6. For purposes of this section:
 2 ~~As used in this section, tenant includes~~
 3 “Tenant” includes any person who hires real property except
 4 those persons whose occupancy is described in subdivision (b) of
 5 Section 1940 of the Civil Code.

6 “COVID-19 rental debt” shall have the same meaning as defined
 7 in Section 1179.02.

8 SEC. 6. Chapter 5 (commencing with Section 1179.01) is added
 9 to Title 3 of Part 3 of the Code of Civil Procedure, to read:

10
 11 *CHAPTER 5. COVID-19 TENANT RELIEF ACT OF 2020*
 12

13 1179.01. This chapter is known, and may be cited, as the
 14 COVID-19 Tenant Relief Act of 2020.

15 1179.02. For purposes of this chapter:

16 (a) “Attestation of COVID-19-related financial distress” means
 17 the following written statement or its translation into another
 18 language:

19 *I declare that the following is true and correct:*
 20 *I am currently unable to pay my rent or other financial*
 21 *obligations under the lease in full because of a loss of income*
 22 *and/or increased expenses caused by the COVID-19 pandemic.*

23 Signed:

24 Dated:

25 (b) “Covered time period” means the time period between
 26 March 4, 2020, and the earlier of either of the following:

- 27 (1) Ninety days after the termination of the state of emergency.
- 28 (2) April 1, 2021.

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

32 (d) “Landlord” includes all of the following:

- 33 (1) An owner of residential real property.
- 34 (2) An owner of a residential rental unit.
- 35 (3) An owner of a mobilehome park.
- 36 (4) An owner of a mobilehome park space or lot.

37 (e) “State of emergency” means an emergency related to the
 38 COVID-19 pandemic declared by the Governor pursuant to the
 39 California Emergency Services Act (Chapter 7 (commencing with
 40 Section 8550) of Division 1 of Title 2 of the Government Code).

1 (f) “Tenant” includes any person who hires real property except
2 the following:

3 (1) Commercial tenants.

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

6 1179.03. (a) For the duration of the covered time period, all
7 of the following shall apply:

8 (1) Any requirement for a notice that demands payment of
9 COVID-19 rental debt pursuant to subdivision (e) of Section 798.56
10 of the Civil Code or paragraph (2) or (3) of Section 1161 shall be
11 modified as follows:

12 (A) A tenant is not guilty of an unlawful detainer if, within 15
13 days of service of the notice, excluding Saturdays and Sundays
14 and other judicial holidays, the tenant makes the demanded
15 payment, vacates, or delivers a signed attestation of
16 COVID-19-related financial distress in response to the notice,
17 through any of the same delivery methods that the tenant can use
18 to make the payment.

19 (B) The notice shall advise the tenant that the tenant will not
20 be evicted for failure to comply with the notice if the tenant delivers
21 a signed copy of an attestation of COVID-19-related financial
22 distress to the landlord through any of the same methods that the
23 tenant can make the payment.

24 (C) An unsigned copy of an attestation of COVID-19-related
25 financial distress shall accompany each notice delivered to a
26 tenant.

27 (D) The notice shall include the following text, in at least
28 12-point font, immediately following the attestation of
29 COVID-19-related financial distress: “NOTICE FROM THE
30 STATE OF CALIFORNIA: If you sign and deliver this declaration
31 form to your landlord within 15 business days, your landlord will
32 not be able to evict you for this missed rent payment, but you will
33 still owe this money to your landlord. If you have not paid it by
34 April 1, 2022, your landlord will be able to sue you to get that
35 money, and you may then owe additional amounts for fees, costs,
36 and interest as well. Therefore, if you can afford to do so without
37 sacrificing your household’s basic needs, it may be in your best
38 interest to pay the landlord what you can even if you are also
39 submitting the declaration form notifying your landlord that you
40 cannot pay in full.”

1 (2) (A) A notice shall be deemed void and insufficient to support
2 a judgment for unlawful detainer under Section 1161, or to
3 terminate a tenancy under subdivision (e) of Section 798.56 of the
4 Civil Code, if it demands COVID-19 rental debt and fails to comply
5 strictly with subdivision (a). It is the intent of the Legislature that
6 this section shall apply retroactively.

7 (B) In any action for unlawful detainer during the covered time
8 period in which a judgment for possession has been entered in
9 favor of the landlord, the tenant may move to have that judgment
10 set aside on the basis of this subdivision. No writ of possession
11 shall issue while the motion to set aside is pending. If a writ of
12 possession was issued prior to filing of the motion to set aside, the
13 court shall stay execution of the writ while the motion to set aside
14 the judgment is pending. The court shall not condition the stay on
15 any payment by the tenant.

16 (C) Notwithstanding subparagraphs (B) and (C), this section
17 shall have no effect where the landlord lawfully regained
18 possession of the property prior to the operative date of this
19 section.

20 (b) A tenant who delivers an attestation of COVID-19-related
21 financial distress in timely response to any demand for payment
22 of COVID-19 rental debt shall not then or thereafter be deemed
23 to be in default with regard to COVID-19 rental debt for purposes
24 of subdivision (e) of Section 798.56 of the Civil Code or paragraphs
25 (2) and (3) of Section 1161 of this code.

26 (c) Notwithstanding subparagraph (A) of paragraph (1) of
27 subdivision (a), a tenant shall be permitted to deliver a signed
28 attestation of COVID-19-related financial distress with the court
29 at any time before the court enters a judgment finding the tenant
30 guilty of unlawful detainer. If the tenant delivers a signed
31 attestation of COVID-19-related financial distress to the court
32 pursuant to this subdivision, the court shall dismiss the case upon
33 a finding that the tenant had good cause for their failure to return
34 an attestation of COVID-19-related financial distress within the
35 time required under subparagraph (A) of paragraph (1) of
36 subdivision (a).

37 1179.04. (a) For the duration of the 12 months immediately
38 after the covered time period ends, the requirements for any notice
39 that demands payment pursuant to subdivision (e) of Section 798.56

1 of the Civil Code or paragraphs (2) and (3) of Section 1161 are
2 modified as follows:

3 (1) The notice shall not demand any COVID-19 rental debt.

4 (2) The tenant is not guilty of an unlawful detainer if within 15
5 days of service of the notice, excluding Saturdays and Sundays
6 and other judicial holidays, the tenant makes the payment or
7 vacates.

8 (b) A notice shall be deemed void and insufficient to support a
9 judgment for unlawful detainer under paragraphs (2) and (3) of
10 Section 1161, or to terminate a tenancy under subdivision (e) of
11 Section 798.56 of the Civil Code, if it is served during the 12
12 months immediately after the covered time period ends and it fails
13 to comply strictly with subdivision (a).

14 1179.05. Notwithstanding Sections 1470, 1947, or 1950 of the
15 Civil Code, or any other law, for the duration of the tenancy a
16 landlord shall not do either of the following:

17 (a) Apply a security deposit to satisfy COVID-19 rental debt
18 unless the tenant has agreed in writing to allow the deposit to be
19 so applied. Nothing in this paragraph shall prohibit a landlord
20 from applying a security deposit to satisfy COVID-19 rental debt
21 after the tenancy ends, in accordance with Section 1950.5 of the
22 Civil Code.

23 (b) Apply a monthly rental payment to any COVID-19 rental
24 debt other than the prospective month's rent, unless the tenant has
25 agreed in writing to allow the payment to be so applied.

26 1179.06. (a) A landlord shall not, with respect to a tenant who
27 has COVID-19 rental debt, do any of the following:

28 (1) Charge a tenant, or attempt to collect from a tenant, fees
29 assessed for late payment of COVID-19 rental debt.

30 (2) Charge the tenant fees, or increase tenant fees, for services
31 previously provided by the landlord, as compensation for
32 COVID-19 rental debt.

33 (3) Provide different terms or conditions of tenancy or withhold
34 a service or amenity based on whether a tenant repays or agrees
35 to repay all or any portion of COVID-19 rental debt.

36 (4) Harass, threaten, or seek to intimidate a tenant in order to
37 obtain a tenant's payment or agreement to pay any COVID-19
38 rental debt.

39 (5) Terminate a tenancy, or threaten to terminate a tenancy, in
40 retaliation against a tenant for having COVID-19 rental debt. In

1 any action for unlawful detainer, if the tenant shows that the tenant
 2 has COVID-19 rental debt, the landlord shall bear the burden of
 3 proving, by a preponderance of the evidence, that the landlord's
 4 predominant motive for terminating the tenancy was unrelated to
 5 the COVID-19 rental debt.

6 (b) (1) Nothing in this section shall prohibit a landlord and
 7 tenant from agreeing at any time to a schedule of payments through
 8 which the tenant pays off their COVID-19 rental debt, provided
 9 that the agreement meets all of the following conditions:

10 (A) The agreement is in writing and adheres to the requirements
 11 of Section 1632 of the Civil Code.

12 (B) The agreement does not require the tenant to vacate the
 13 premises, even if all or a part of one or more payments is missed.

14 (C) The total amount that the tenant must pay under the
 15 agreement does not exceed the total COVID-19 rental debt and
 16 does not include attorney's fees or costs, late fees, penalties, or
 17 interest on the COVID-19 rental debt.

18 (D) The COVID-19 rental debt is offset by the amount of any
 19 mortgage forgiveness, property tax reductions, or other financial
 20 assistance that was provided to the landlord to offset, replace, or
 21 compensate the landlord for decreased rental revenue during the
 22 covered time period.

23 (2) Local agencies and legal organizations, including, but not
 24 limited to, the State Bar, district attorneys, city attorneys, human
 25 rights commissions, housing authorities, rent boards, courts, legal
 26 aid agencies, and county bar associations, are encouraged to offer
 27 mediation services to landlords and tenants for the purpose of
 28 facilitating agreements pursuant to this subdivision. The State Bar
 29 is encouraged to recruit, train, and coordinate the services of
 30 recent law graduates for this purpose.

31 1179.07. (a) No cause of action to recover COVID-19 rental
 32 debt may be brought until 12 months after the covered time period
 33 ends.

34 (b) (1) In a cause of action to recover COVID-19 rental debt,
 35 the landlord shall set forth in the verified complaint the amount
 36 of any mortgage forgiveness, property tax reductions, or other
 37 financial assistance that was provided to the landlord to offset,
 38 replace, or compensate the landlord for decreased rental revenue
 39 during the covered time period. In any judgment, the court shall
 40 offset the amount the tenant owes to the landlord by the share of

1 *the financial assistance that is fairly attributable to the rental unit*
2 *in question. The tenant may present evidence that the landlord*
3 *received relief designed to offset debt related to the rental unit in*
4 *question, and any agreement in satisfaction of such a debt shall*
5 *be void if it fails to account for receipt of financial assistance*
6 *described in this section.*

7 *(2) In any action to recover COVID-19 rental debt, the landlord*
8 *may also recover from the tenant any other amount authorized by*
9 *the terms of the lease or any other applicable law.*

10 *1179.08. A housing provider, credit reporting agency, tenant*
11 *screening company, or other entity that evaluates tenants on behalf*
12 *of a housing provider shall not use an alleged COVID-19 rental*
13 *debt as a negative factor for the purpose of evaluating*
14 *creditworthiness or as the basis for a negative reference to a*
15 *prospective housing provider, regardless of whether a report is*
16 *received alleging that the tenant has COVID-19 rental debt.*

17 *1179.09. Any provision of a stipulation, settlement agreement,*
18 *or other agreement, including a lease agreement, that conflicts*
19 *with or purports to waive the provisions of this chapter is*
20 *prohibited and is void as contrary to public policy.*

21 *1179.10. If a local initiative, ordinance, regulation, or other*
22 *policy conflicts with this chapter, the provision that provides*
23 *greater protection to tenants shall control.*

24 ~~SEC. 6.~~

25 *SEC. 7. The provisions of this bill are severable. If any*
26 *provision of this bill or its application is held invalid, that invalidity*
27 *shall not affect other provisions or applications that can be given*
28 *effect without the invalid provision or application.*



SOLANO COUNTY

BOARD OF SUPERVISORS
Office of the 4th District

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RLChalk@solanocounty.com

August 6, 2020

Rep. Peter A. DeFazio
Chair, Committee on Transportation and Infrastructure
2134 Rayburn Office Building
Washington, D.C. 20515

RE: Letter of Support for Senate Bill 3432 and funding for the City of Vacaville's life science industrial park

Dear Chair DeFazio,

I write to you in support of Senate Bill 3432, Securing America's Medicine Cabinet Act of 2020.

This bipartisan legislation will support the advanced manufacturing technologies program of the Food and Drug Administration to establish National Centers of Excellence in Advanced Pharmaceutical Manufacturing. This is not only crucial for us as a nation as we seek to increase American manufacturing of active pharmaceutical ingredients (API's), but on a local level with the creation of well-paying jobs and economic development.

The City of Vacaville, of which my Supervisorial District encompasses roughly half of, has been a global leader in biotech for decades. I was a city council member in the early 1980's when Vacaville worked with ALZA to secure certificates of participation to purchase land for a 117-square-foot manufacturing facility. Vacaville has continued to develop a biotechnology initiative that will grow this industry sector based on its existing investments in this field. Vacaville is home to biotech companies such as Genentech and Novici Biotech. The city has already developed an initiative to become a Manufacturing Center of Excellence with the funds provided through this legislation. This initiative would utilize more than 150-acres of undeveloped land in the Vaca Valley Business Park. This would support a minimum of 3.5 million-square-feet of biomanufacturing, medical office and R&D wet lab facilities.

In addition, Solano Community College has a successful Biotechnology program, and, in collaboration with the City of Vacaville, would like to use their 60-acre campus to develop an R&D Technology Park. The city's initiative would complement the college's curriculum, as well as nearby U.C. Davis. If funded, the initiative could potentially create as many as 10,000 new jobs and the economic impact would be felt throughout the region.

Thank you for your consideration of this legislation and I hope you will support the City of Vacaville's request to secure funding to create a life science industrial park.

Sincerely,

A handwritten signature in blue ink, appearing to read "John M. Vasquez".

John M. Vasquez
Board of Supervisors
Solano County, 4th District

CC: Rep. John Garamendi (CA, 3rd District)
Mayor Ron Rowlett, City of Vacaville



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August 6, 2020

Senator Marsha Blackburn
357 Dirksen Senate Office Building
Washington, D.C. 20510

RE: Letter of Support for Senate Bill 3432 and funding for the City of Vacaville's life science industrial park

Dear Senator Blackburn,

I write to you in support of Senate Bill 3432, Securing America's Medicine Cabinet Act of 2020.

This bipartisan legislation will support the advanced manufacturing technologies program of the Food and Drug Administration to establish National Centers of Excellence in Advanced Pharmaceutical Manufacturing. This is not only crucial for us as a nation as we seek to increase American manufacturing of active pharmaceutical ingredients (API's), but on a local level with the creation of well-paying jobs and economic development.

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In addition, Solano Community College has a successful Biotechnology program, and, in collaboration with the City of Vacaville, would like to use their 60-acre campus to develop an R&D Technology Park. The city's initiative would complement the college's curriculum, as well as nearby U.C. Davis. If funded, the initiative could potentially create as many as 10,000 new jobs and the economic impact would be felt throughout the region.

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Sincerely,

A handwritten signature in blue ink, appearing to read "John M. Vasquez", enclosed in a red rectangular box.

John M. Vasquez
Board of Supervisors
Solano County, 4th District



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RYAN CHALK
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RLChalk@solanocounty.com

August 6, 2020

Senator Bob Menendez
528 Hart Senate Office Building
Washington, D.C. 20510

RE: Letter of Support for Senate Bill 3432 and funding for the City of Vacaville's life science industrial park

Dear Senator Menendez,

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This bipartisan legislation will support the advanced manufacturing technologies program of the Food and Drug Administration to establish National Centers of Excellence in Advanced Pharmaceutical Manufacturing. This is not only crucial for us as a nation as we seek to increase American manufacturing of active pharmaceutical ingredients (API's), but on a local level with the creation of well-paying jobs and economic development.

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Sincerely,

A handwritten signature in blue ink, appearing to read "John M. Vasquez".

John M. Vasquez
Board of Supervisors
Solano County, 4th District

Solano County Bill Summary

AB 664 (Cooper D) Workers' compensation: injury: communicable disease.

Current Text: Amended: 7/31/2020 [html](#) [pdf](#)

Current Analysis: 08/09/2020 [Senate Committee On Labor, Public Employment And Retirement \(text 7/31/2020\)](#)

Introduced: 2/15/2019

Last Amended: 7/31/2020

Status: 8/12/2020-From committee: Do pass and re-refer to Com. on APPR. (Ayes 3. Noes 0.) (August 11). Re-referred to Com. on APPR.

Is Urgency: Y

Is Fiscal: Y

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Calendar:

8/17/2020 9 a.m. - John L. Burton Hearing Room (4203) SENATE APPROPRIATIONS, PORTANTINO, Chair

Summary:

Would define "injury," for certain state and local firefighting personnel, peace officers, certain hospital employees, and certain fire and rescue services coordinators who work for the Office of Emergency Services to include being exposed to or contracting, on or after January 1, 2020, a communicable disease, including COVID-19 that is the subject of a state public health emergency that is issued on or after January 1, 2020. The bill would create a disputable presumption, as specified, that the injury arose out of and in the course of the employment. The bill would require a claim to be presumed compensable, if not rejected within 30 days, as specified. The bill would apply to injuries that occurred prior to the declaration of the state of emergency. The bill would also exempt these provisions from the apportionment requirements.

Text History:

- A-07/31/2020
- A-05/18/2020
- A-05/05/2020
- A-04/17/2020
- A-03/13/2019
- I-02/15/2019

Text History:

Text Version	Analysis
Amended 7/31/20	Amendments add more clarifying language around active firefighter who work in multiple capacities for specific firefighter departments. Removes some language related to injury compensation, but is rewritten as more general language. Liability for a claim if not rejected in 30 days the illness is considered compensable, reimbursement added for housing and living expenses if from an ordered quarantine. Language added for employers to provide or reimburse employees for emergency equipment or PPE to protect from injury.

Vote Events:

- 08/11/2020 SEN. P.E. & R. (Y:3 N:0 A:2) (P)
- 05/13/2019 ASM. THIRD READING (Y:76 N:0 A:4) (P)
- 04/24/2019 ASM. P.E. & R. (Y:7 N:0 A:0) (P)

Organization: Solano

Position: Watch

County Action: 6/1/2020 A-5/18/2020 to: Watch

Support

- Alameda County Deputy Sherriff's Association
- Association of Orange County Deputy Sheriff's
- California Fraternal Order of Police
- California Labor Federation
- California Narcotic Officers' Association

Oppose

- Acclamation Insurance Management Services, Inc
- Advanced Medical Technology Association
- Allied Manager Care, Inc.
- American Property Casualty Insurance Association
- Apple Valley Chamber of Commerce

California Nurses Association
 California Professional Firefighters
 California State Firefighters' Association, Inc.
 California Statewide Law Enforcement Association
 California Teamsters Public Affairs Council
 City of Beverly Hills
 Fontana Police Officers Association
 Law Enforcement Managers Association
 Long Beach Police Officers Association
 Oakland Police Officers' Association
 Orange County Employees Association
 Peace Officers Research Association of California
 Riverside Sheriffs' Association
 Sacramento County Deputy Sheriffs' Association
 San Bernardino county Safety Employees' Benefit Association
 San Jose Police Officers' Association

Association of California HealthCare Districts
 Association of California Life and Health Insurance Companies
 Association of Claims Professionals
 Auto Care Association
 Beaumont Chamber of Commerce
 breckpoint
 California Association of Joint Powers Authorities
 California Association of Sheet Metal and Air Conditioning Contractors National Association
 California Chamber of Commerce
 California Coalition on Workers' Compensation
 California Farm Labor Contractor Association
 California Forestry Association
 California Fuels And Convenience Alliance
 California Hospital Association
 California League of Food Producers
 California Schools Joint Powers Authority
 California Special Districts Association
 California State Association of Counties ®
 CAWA – Representing the Automotive Parts Industry
 Chino Valley Chamber of Commerce
 CompAlliance
 Corona Chamber of Commerce
 County of Monterey
 CSAC-Excess Insurance Authority (CSAC-EIA)
 Garden Grove Chamber of Commerce
 Gilroy Chamber of Commerce
 Greater Coachella Valley Chamber of Commerce
 Greater Ontario Business Council
 Hemet San Jacinto Valley Chamber of Commerce
 Hesperia Chamber of Commerce
 Inland Empire Economic Partnership (IEEP)
 Long Beach Area Chamber of Commerce
 Los Angeles County Business Federation (BizFed)
 Moreno Valley Chamber of Commerce
 Murrieta Wildomar Chamber of Commerce
 National Association of Insurance & Financial Advisors - California
 National Association of Mutual Insurance Companies
 National Federation of Independent Business
 Official Police Garage Association of Los Angeles
 Orange County Business Council
 Perris Valley Chamber of Commerce
 Personal Insurance Federation of California
 Rancho Cucamonga Chamber of Commerce
 Redlands Chamber of Commerce
 San Gabriel Valley Economic Partnership
 South Bay Association of Chambers of Commerce
 Special District Risk Management Authority
 Upland Chamber of Commerce
 Urban Counties of California
 Victor Valley Chamber of Commerce
 Western Insurance Agents Association

AB 2688 (Cervantes D) Veterans: veterans service officers.

Current Text: Introduced: 2/20/2020 [html](#) [pdf](#)

Introduced: 2/20/2020

Status: 3/2/2020-Referred to Com. on V.A.

Is Urgency: Y

Is Fiscal: Y

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary:

Would appropriate \$11,000,000 on July 1, 2020, and annually thereafter, from the General Fund to the Department of Veterans Affairs for allocation to counties for county veterans service officers based upon a workload unit performance formula to be developed by the department. This bill would also require the department to develop performance metrics to demonstrate the effective use of appropriated funds. Finally, this bill would require the department to submit the annual report of county veterans service officer activities by November 15 of each year, and to include the new performance metrics within the report.

Text History:

I-02/20/2020

Text History:

Text Version	Analysis

Organization: Solano

Position: Support

County Action: 4/10/2020 I-2/20/2020 to: Support

4/10/2020 Submitted Support Letter to Asm Veterans Affairs Committee

AB 3373 (Committee on Revenue and Taxation) Property taxation: assessment appeals boards.

Current Text: Introduced: 3/16/2020 [html](#) [pdf](#)

Current Analysis: 07/31/2020 [Senate Floor Analyses](#) (text 3/16/2020)

Introduced: 3/16/2020

Status: 7/31/2020-Read second time. Ordered to Consent Calendar.

Is Urgency: N

Is Fiscal: N

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Calendar:

8/13/2020 #60 SENATE CONSENT CALENDAR SECOND LEGISLATIVE DAY

Summary:

Current property tax law authorizes the board of supervisors of any county to create assessment appeals boards for the county to equalize the valuation of taxable property within the county for purposes of taxation, as provided. Current property tax law limits the number of assessment appeals boards that may be created within a county to 5. This bill would delete this limitation and, instead, authorize the board of supervisors to create as many assessment appeals boards for the county as it deems necessary for the orderly and timely processing, hearing, and disposition of assessment appeals.

Text History:

I-03/16/2020

Text History:

Text Version	Analysis

Vote Events:

07/29/2020 SEN. GOV. & F. (Y:7 N:0 A:0) (P)

05/26/2020 ASM. CONSENT CALENDAR (Y:75 N:0 A:4) (P)

05/18/2020 ASM. REV. & TAX (Y:11 N:0 A:0) (P)

Organization: Solano

Position: Watch

County Action: 6/1/2020 I-3/16/2020 to: Watch

Support

California Alliance of Taxpayer Advocates
California Association of County Clerks and Elections Officials
California Taxpayers Association
Los Angeles County Assessor Jeffrey Prang
Los Angeles County Board of Supervisors
San Diego County

Oppose

None

SB 793 (Hill D) Flavored tobacco products.

Current Text: Amended: 8/10/2020 [html](#) [pdf](#)

Current Analysis: 07/31/2020 [Assembly Health](#) (text 7/27/2020)

Introduced: 1/6/2020

Last Amended: 8/10/2020

Status: 8/10/2020-Read second time and amended. Re-referred to Com. on APPR.

Is Urgency: N

Is Fiscal: Y

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary:

The Stop Tobacco Access to Kids Enforcement (STAKE) Act prohibits a person from selling or otherwise furnishing tobacco products, as defined, to a person under 21 years of age. Current law also prohibits the use of tobacco products in county offices of education, on charter school or school district property, or near a playground or youth sports event, as specified. This bill would prohibit a tobacco retailer, or any of the tobacco retailer’s agents or employees, from selling, offering for sale, or possessing with the intent to sell or offer for sale, a flavored tobacco product or a tobacco product flavor enhancer, as those terms are defined, except as specified.

Text History:

A-08/10/2020
A-07/27/2020
A-06/18/2020
A-05/05/2020
I-01/06/2020

Text History:

Text Version	Analysis
Amended 5/5/20	The amendments add language to include tobacco retailer, agent or employee and for a tobacco Product Flavor Enhancer which characterizes a flavor that is designed, marketed, produced, manufactured to be added to a tobacco product. <i>Should not change the County’s position.</i>
Amended 6/18/20	The amendments adds language of the bill to include Shisha Tobacco and Hookah tobacco and provisions of a Hookah to the list of products.
Amended 7/27/20	The amendments add Co-Authors to the bill. Clarification language added for meaning of the term "sale" to mean as defined in the Rev and Tax code section 30006.

Vote Events:

08/04/2020 ASM. HEALTH (Y:10 N:2 A:3) (P)
06/25/2020 SEN. Senate 3rd Reading (Y:33 N:4 A:3) (P)
06/18/2020 SEN. APPR. (Y:5 N:1 A:1) (P)
06/09/2020 SEN. APPR. (Y:7 N:0 A:0) (P)
05/13/2020 SEN. HEALTH (Y:8 N:1 A:0) (P)

Organization: Solano

Position: Support

CSAC/League Positions: 2/28/20 Letter sent to:
Senate Health Committee
Jano Dekermenjian (Author Staff - Hill)

County Action: 2/28/2020 I-1/6/2020 to: Support
8/7/2020 Submitted Support Letter to Asm Appropriations Committee

Support

Oppose

SB 974 (Hurtado D) California Environmental Quality Act: small disadvantaged community water system: exemption.

Current Text: Amended: 6/18/2020 [html](#) [pdf](#)

Current Analysis: 08/04/2020 [Assembly Natural Resources \(text 6/18/2020\)](#)

Introduced: 2/11/2020

Last Amended: 6/18/2020

Status: 8/12/2020-From committee: Do pass as amended and re-refer to Com. on APPR. (Ayes 9. Noes 1.) (August 6).

Is Urgency: N

Is Fiscal: Y

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Calendar:

8/24/2020 #4 ASSEMBLY SECOND READING FILE -- SENATE BILLS

Summary:

Would, with certain specified exceptions, exempt from CEQA certain projects consisting solely of the installation, repair, or reconstruction of water infrastructure, as specified, that primarily benefit a small disadvantaged community water system by improving the small disadvantaged community water system’s water quality, water supply, or water supply reliability, by encouraging water conservation, or by providing drinking water service to existing residences within a disadvantaged community where

there is evidence that the water exceeds maximum contaminant levels for primary or secondary drinking water standards or where the drinking water well is no longer able to produce an adequate supply of safe drinking water. To qualify for this CEQA exemption, the bill would require these projects to meet certain labor requirements and certain conditions, including fully mitigating all construction impacts and not affecting wetlands or sensitive habitat.

Text History:

A-06/18/2020
 A-06/02/2020
 A-03/24/2020
 I-02/11/2020

Text History:

Text Version	Analysis

Vote Events:

08/06/2020 ASM. NAT. RES. (Y:9 N:1 A:1) (P)
 06/26/2020 SEN. Senate 3rd Reading (Y:33 N:6 A:1) (P)
 05/29/2020 SEN. E.Q. (Y:6 N:0 A:1) (P)

Organization: Solano

Position: Support and Seek Amendments

County Action: 8/11/2020 A-6/18/2020 to: Support and Seek Amendments

8/13/2020 Submitted Support and Seek Amendments Letter to Asm Appropriations Committee

Support

Allensworth Community Services District
 California Association of Realtors
 California State Council of Laborers
 East Orsi Community Services District
 Environmental Defense Action Fund
 Hardwick Water Company
 Lanare Community Services District
 Lemon Cove Sanitary District
 National Audubon Society
 Northern California Water Association
 Plainview Mutual Water Company
 Regional Water Authority
 Richgrove Community Services District
 Rural County Representatives of California (RCRC)
 Self-Help Enterprises
 State Building and Construction Trades Council of California
 Sultana Community Services District
 Tulare County Board of Supervisors
 Yettem-seville Community Services District

Oppose

Associated Builders and Contractors - Northern California Chapter
 Associated Builders and Contractors - Southern California Chapter
 Western Electrical Contractors Association

SB 1159 (Hill D) Workers' compensation: COVID-19: critical workers.

Current Text: Amended: 8/12/2020 [html](#) [pdf](#)

Current Analysis: 08/10/2020 [Assembly Insurance \(text 8/3/2020\)](#)

Introduced: 2/20/2020

Last Amended: 8/12/2020

Status: 8/12/2020-Read second time and amended. Re-referred to Com. on APPR.

Is Urgency: N

Is Fiscal: Y

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary:

Would define "injury" for an employee to include illness or death resulting from the 2019 novel coronavirus disease (COVID-19) under specified circumstances, until January 1, 2024, for employees generally, and until July 1, 2024, for certain peace officers, firefighters, and health care workers, among others. The bill would create a disputable presumption, as specified, that the injury arose out of and in the course of the employment and is compensable, for specified dates of injury. The bill would limit the applicability of the presumption under certain circumstances. The bill would require an employee to exhaust their paid sick leave benefits and meet specified certification requirements before receiving any temporary disability benefits or, for police officers, firefighters, and other specified employees, a leave of absence.

Text History:

A-08/12/2020
A-08/03/2020
A-06/18/2020
A-04/22/2020
A-04/01/2020
I-02/20/2020

Text History:

Text Version	Analysis
Amended 8/3/20	<p>The amendments: Adds specific language in defining employees for filing employee compensation claim form and if not rejected within 90 days. Adds defining an injury for employee including illness from the 2019 novel corona virus until 2024, including some peace officers, firefighters and healthcare workers receiving that classification until July of that year. Adds another section to the Labor Code, adds number of employee types; (firefighters, fire departments, Forestry and Fire, County Forestry). Amendments added to make a claim relating to a COVID-19 illness presumptively compensable after 30 days rather than 90 days. Adds Section to Labor Code on employees not eligible.</p>

Vote Events:

08/11/2020 ASM. INS. (Y:10 N:1 A:3) (P)
06/26/2020 SEN. Senate 3rd Reading (Y:28 N:11 A:1) (P)
06/18/2020 SEN. APPR. (Y:5 N:2 A:0) (P)
06/09/2020 SEN. APPR. (Y:7 N:0 A:0) (P)
05/14/2020 SEN. P.E. & R. (Y:3 N:1 A:1) (P)

Organization: Solano

Position: Watch

County Action: 6/1/2020 A-4/22/2020 to: Watch

Support

None

Oppose

Acclamation Insurance Management Services
Advanced Medical Technology Association
African American Farmers of California
Agricultural Council of California
Allied Managed Care (AMC)
American Pistachio Growers
American Property Casualty Insurance Association
American Staffing Association
Association of California HealthCare Districts
Association of California School Administrators
Association of California Water Agencies
Association of Claims Professionals
Auto Care Association
Beta Healthcare Group
breckpoint
California Alliance of Self-Insured Groups, Inc.
California Association of Health Facilities
California Association of Joint Powers Authorities (CAJPA)
California Association of School Business Officials
California Association of Winegrape Growers
California Beer and Beverage Distributors
California Building Industry Association
California Cattlemen's Association
California Chamber of Commerce
California Citrus Mutual
California Coalition on Workers' Compensation
California Construction and Industrial Materials Association
California Cotton Growers and Ginners Associations
California Farm Bureau Federation
California Farm Labor Contractor Association
California Forestry Association
California Fresh Fruit Association
California Grocers Association
California Hospital Association
California Land Title Association

California League of Food Producers
 California Manufacturers and Technology Association
 California Municipal Utilities Association
 California Pool and Spa Association
 California Restaurant Association
 California Retailers Association
 California Rice Commission
 California Schools JPA
 California Self Storage Association
 California Special Districts Association
 California Staffing Professionals
 California State Association of Counties
 California Strawberry Commission
 California Travel Association
 CAWA – Representing the Automotive Parts Industry
 CompAlliance
 County of Monterey
 Exclusive Risk Management Authority of California
 Family Business Association of California
 Far West Equipment Dealers Association
 Grower Shipper Association of Central California
 Independent Insurance Agents and Brokers of California
 Lake Elsinore Unified School District
 League of California Cities
 Los Angeles Area Chamber of Commerce
 Michael Sullivan & Associates, LLC.
 Milk Producers Council
 National Association of Mutual Insurance Companies
 National Federation of Independent Business
 Nisei Farmers League
 Personal Insurance Federation of California
 Public Risk Innovation, Solutions, and Management
 Rural County Representatives of California (RCRC)
 Self-Insurance Risk Management Authority I
 Special District Risk Management Authority
 The Council of Insurance Agents and Brokers
 United Ag
 United Hospital Association
 Urban Counties of California
 West San Gabriel JPA California Association of Winegrape Growers
 Western Agricultural Processors Association
 Western Growers Association
 Western Insurance Agents Association
 Western Occupational and Environmental Medical Association
 Western Plant Health Association
 Western United Dairies

SB 1431 (Glazer D) Property taxation: reassessment: disaster relief.

Current Text: Amended: 5/6/2020 [html](#) [pdf](#)

Current Analysis: 06/07/2020 [Senate Appropriations \(text 5/6/2020\)](#)

Introduced: 2/21/2020

Last Amended: 5/6/2020

Status: 6/18/2020-June 18 hearing: Held in committee and under submission.

Is Urgency: Y

Is Fiscal: Y

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary:

Current property tax law requires, for property to be eligible for reassessment under specified provisions, that damage or destruction be caused by one of 3 specified occurrences, including a major misfortune or calamity in an area or region subsequently proclaimed by the Governor to be in a state of disaster if the property was damaged or destroyed by the misfortune or calamity that caused the Governor to proclaim the region to be in a state of disaster. Current property tax law generally requires that an application for reassessment be filed within the later of the time specified in the county's ordinance or within 12 months of the misfortune or calamity and be executed under penalty of perjury. This bill would expand these provisions to include damage to or destruction of property due to a misfortune or calamity in an area or region subsequently proclaimed by the Governor to be in a state of emergency if the property was damaged or destroyed by the misfortune or calamity that caused the Governor to proclaim the area to be in a state of emergency.

Text History:

A-05/06/2020

I-02/21/2020

Text History:

Text Version	Analysis

Vote Events:

06/09/2020 SEN. APPR. (Y:7 N:0 A:0) (P)

05/21/2020 SEN. GOV. & F. (Y:4 N:3 A:0) (P)

Organization: Solano**Position:** Watch**County Action:** 6/1/2020 A-5/6/2020 to: Watch**Support**

California Alliance of Taxpayer Advocates

California Apartment Association, Ryan LLC.

Oppose

California Assessors' Association

California Special Districts Association

California State Association of Counties

California Tax Reform Association

League of California Cities

Rural County Representatives of California (RCRC)

Urban Counties Caucus

CAO Must Read List

SB 144 (Mitchell D) Criminal fees.**Current Text:** Amended: 5/21/2019 [html](#) [pdf](#)**Current Analysis:** 05/28/2019 [Senate Floor Analyses \(text 5/21/2019\)](#)**Introduced:** 1/18/2019**Last Amended:** 5/21/2019**Status:** 7/27/2020-August 3 hearing postponed by committee.**Is Urgency:** N**Is Fiscal:** Y

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary:

Current law imposes various fees contingent upon a criminal arrest, prosecution, or conviction for the cost of administering the criminal justice system, including administering probation and diversion programs, collecting restitution orders, processing arrests and citations, administering drug testing, and incarcerating inmates. This bill would repeal the authority to collect most of these fees, among others. The bill would make the unpaid balance of most court-imposed costs unenforceable and uncollectible and would require any portion of a judgment imposing those costs to be vacated.

Text History:

A-05/21/2019

A-03/27/2019

I-01/18/2019

Text History:

Text Version	Analysis

Vote Events:

05/29/2019 SEN. Senate 3rd Reading (Y:26 N:8 A:4) (P)

05/16/2019 SEN. APPR. (Y:4 N:2 A:0) (P)

05/06/2019 SEN. APPR. (Y:5 N:0 A:1) (P)

04/23/2019 SEN. PUB. S. (Y:5 N:2 A:0) (P)

Organization: Solano**Position:** Oppose**County Action:** 1/23/2020 A-5/21/2019 to: Oppose**Support**

None

Oppose

California State Sheriffs' Association

Courts/Clerks

SB 144 (Mitchell D) Criminal fees.

Current Text: Amended: 5/21/2019 [html](#) [pdf](#)

Current Analysis: 05/28/2019 [Senate Floor Analyses \(text 5/21/2019\)](#)

Introduced: 1/18/2019

Last Amended: 5/21/2019

Status: 7/27/2020-August 3 hearing postponed by committee.

Is Urgency: N

Is Fiscal: Y

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary:

Current law imposes various fees contingent upon a criminal arrest, prosecution, or conviction for the cost of administering the criminal justice system, including administering probation and diversion programs, collecting restitution orders, processing arrests and citations, administering drug testing, and incarcerating inmates. This bill would repeal the authority to collect most of these fees, among others. The bill would make the unpaid balance of most court-imposed costs unenforceable and uncollectible and would require any portion of a judgment imposing those costs to be vacated.

Text History:

A-05/21/2019

A-03/27/2019

I-01/18/2019

Text History:

Text Version	Analysis

Vote Events:

05/29/2019 SEN. Senate 3rd Reading (Y:26 N:8 A:4) (P)

05/16/2019 SEN. APPR. (Y:4 N:2 A:0) (P)

05/06/2019 SEN. APPR. (Y:5 N:0 A:1) (P)

04/23/2019 SEN. PUB. S. (Y:5 N:2 A:0) (P)

Organization: Solano

Position: Oppose

County Action: 1/23/2020 A-5/21/2019 to: Oppose

Support

None

Oppose

California State Sheriffs' Association

Emergency Services

AB 1544 (Gipson D) Community Paramedicine or Triage to Alternate Destination Act.

Current Text: Amended: 8/30/2019 [html](#) [pdf](#)

Current Analysis: 09/06/2019 [Senate Floor Analyses \(text 8/30/2019\)](#)

Introduced: 2/22/2019

Last Amended: 8/30/2019

Status: 9/15/2019-Failed Deadline pursuant to Rule 61(a)(15). (Last location was INACTIVE FILE on 9/10/2019)(May be acted upon Jan 2020)

Is Urgency: N

Is Fiscal: Y

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	2 year	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary:

Would establish within the Emergency Medical Services System and the Prehospital Emergency Medical Care Personnel Act until January 1, 2030, the Community Paramedicine or Triage to Alternate Destination Act of 2019. The bill would authorize a local EMS agency to develop a community paramedicine or triage to alternate destination program, as defined, to provide specified community paramedicine services. The bill would require the authority to develop regulations to establish minimum standards for a program and would further require the Commission on Emergency Medical Services to

review and approve those regulations.

Text History:

A-08/30/2019
A-07/11/2019
A-06/25/2019
A-05/16/2019
A-04/22/2019
I-02/22/2019

Text History:

Text Version	Analysis

Vote Events:

08/30/2019 SEN. APPR. (Y:5 N:2 A:0) (P)
08/12/2019 SEN. APPR. (Y:7 N:0 A:0) (P)
07/09/2019 SEN. JUD. (Y:7 N:1 A:1) (P)
07/03/2019 SEN. HEALTH (Y:6 N:0 A:3) (P)
05/29/2019 ASM. THIRD READING (Y:68 N:3 A:9) (P)
05/16/2019 ASM. APPR. (Y:15 N:3 A:0) (P)
04/09/2019 ASM. HEALTH (Y:15 N:0 A:0) (P)

Attachments:

[SC AB 1544 Fact Sheet](#)

Organization: Solano

Position: Oppose

CSAC/League Positions: League Position: Support

CSAC Position: Neutral

County Action: 8/5/2019 - A 7/11/2019 to: Considered by Leg Comm

8/13/2019 - A 7/11/2019 to: Oppose

Support

California Professional Firefighters

Oppose

California Nurses Association
California State Association of Counties
County Health Executives Association of California
National Nurses United
Rural County Representatives of California (RCRC)
Urban Counties of California

[SB 909](#) (Dodd D) Emergency vehicles.

Current Text: Amended: 7/27/2020 [html](#) [pdf](#)

Current Analysis: 08/07/2020 [Assembly Transportation \(text 7/27/2020\)](#)

Introduced: 2/3/2020

Last Amended: 7/27/2020

Status: 8/12/2020-Read second time. Ordered to consent calendar.

Is Urgency: Y

Is Fiscal: N

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Calendar:

8/24/2020 #39 ASSEMBLY CONSENT CALENDAR 1ST DAY SENATE BILLS

Summary:

Current law prohibits any vehicle, other than an authorized emergency vehicle, from being equipped with a siren. Current law requires an emergency vehicle to be equipped with a siren that meets requirements set forth by the Department of the California Highway Patrol. This bill would authorize an emergency vehicle to be equipped with a "Hi-Lo" audible warning sound and would authorize the "Hi-Lo" to be used solely for the purpose of notifying the public of an immediate need to evacuate.

Text History:

A-07/27/2020
A-03/16/2020
I-02/03/2020

Text History:

Text Version	Analysis
Amended 7/27/20	Clarifying language added, should not change the County's position.

Vote Events:

08/10/2020 ASM. TRANS. (Y:15 N:0 A:0) (P)
 06/11/2020 SEN. Consent Calendar (Y:39 N:0 A:1) (P)
 05/29/2020 SEN. TRANS. (Y:12 N:0 A:2) (P)

Organization: Solano**Position:** Support**County Action:** 4/10/2020 A-3/16/2020 to: Support

4/10/2020 Submitted Support Letter to Sen Transportation Committee

7/20/2020 Submitted Support Letter to Asm Transportation Committee

Support

California Peace Officers' Association
 California Police Chiefs Association
 California State Sheriffs' Association
 Los Angeles County Sheriff
 Solano County Board of Supervisors

Oppose

None

Housing

[ACA 1](#) ([Aguiar-Curry D](#)) Local government financing: affordable housing and public infrastructure: voter approval.

Current Text: Amended: 3/18/2019 [html](#) [pdf](#)**Current Analysis:** 05/21/2019 [Assembly Floor Analysis \(text 3/18/2019\)](#)**Introduced:** 12/3/2018**Last Amended:** 3/18/2019**Status:** 8/19/2019-Read third time. Refused adoption. Motion to reconsider made by Assembly Member Aguiar-Curry.**Is Urgency:****Is Fiscal:** N

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Calendar:

8/24/2020 #16 ASSEMBLY MOTION TO RECONSIDER

Summary:

The California Constitution prohibits the ad valorem tax rate on real property from exceeding 1% of the full cash value of the property, subject to certain exceptions. This measure would create an additional exception to the 1% limit that would authorize a city, county, city and county, or special district to levy an ad valorem tax to service bonded indebtedness incurred to fund the construction, reconstruction, rehabilitation, or replacement of public infrastructure, affordable housing, or permanent supportive housing, or the acquisition or lease of real property for those purposes, if the proposition proposing that tax is approved by 55% of the voters of the city, county, or city and county, as applicable, and the proposition includes specified accountability requirements.

Text History:

A-03/18/2019

I-12/03/2018

Text History:

Text Version	Analysis

Vote Events:

08/19/2019 ASM. THIRD READING (Y:44 N:20 A:15) (F)

05/16/2019 ASM. APPR. (Y:11 N:7 A:0) (P)

03/27/2019 ASM. L. GOV. (Y:5 N:2 A:1) (P)

Attachments:[SC ACA 1 Fact Sheet](#)**Organization:** Solano**Position:** Support**CSAC/League Positions:** League Position: Support

CSAC Position: Support

County Action: 3/11/2019 - A 3/11/2019 to: Considered by Leg Comm

3/26/2019 - A 3/11/2019 to: Support

Support

American Planning Association, California Chapter
 Association of California HealthCare Districts
 California Association of Councils of Governments (CALCOG)
 California Association of Housing Authorities
 California Association of Sanitation Agencies
 California Coalition for Rural Housing
 California Contract Cities Association
 California Housing Consortium
 California Housing Partnership
 California Labor Federation
 California Library Association
 California Parks & Recreation Society
 California Professional Firefighters
 California Special Districts Association
 California State Association of Counties
 California State Association of Electrical Workers
 California State Council of Laborers
 California State Pipe Trades Council
 California Transit Association
 California YIMBY
 City of Camarillo
 City of Gustine
 City of Laguna Beach (prior version)
 City of Lodi
 City of Manteca
 City of Moorpark
 City of San Luis Obispo
 County of Santa Clara
 Davis
 East Bay for Everyone
 East Bay Municipal Utility District
 East Bay Regional Parks District
 Greater Merced Chamber of Commerce
 Housing California
 International Union Of Elevator Constructors, Local 18
 International Union Of Elevator Constructors, Local 8
 International Union of Operating Engineers, Cal-Nevada Conference
 League of California Cities
 Midpeninsula Regional Open Space District
 Non-Profit Housing Association of Northern California
 Professional Engineers in California Government
 San Diego Housing Federation
 San Mateo County-City/County Association Of Governments
 Santa Clara Valley Water District
 Silicon Valley At Home (Sv@Home)
 Solano Transportation Authority
 Southern California Association of Non-Profit Housing
 SPUR
 The Two Hundred
 Urban Counties of California
 Ventura Council of Governments
 Western States Council Sheet Metal, Air, Rail And Transportation

Oppose

Howard Jarvis Taxpayers Association
 Valley Industry and Commerce Association (VICA)

Juvenile Justice

AB 901 (Gipson D) Juveniles.**Current Text:** Amended: 9/6/2019 [html](#) [pdf](#)**Current Analysis:** 07/29/2020 [Senate Floor Analyses \(text 9/6/2019\)](#)**Introduced:** 2/20/2019**Last Amended:** 9/6/2019**Status:** 7/29/2020-From committee: That the measure be returned to Senate Floor for consideration. (Ayes 4. Noes 0.) (July 29)**Is Urgency:** N**Is Fiscal:** Y

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Calendar:

8/13/2020 #33 SENATE ASSEMBLY BILLS - THIRD READING FILE

Summary:

In a county that has not elected to participate in a truancy mediation program, current law authorizes the county superintendent of schools to petition the juvenile court on behalf of a pupil for proper disposition of a case. In a county that has not established a school attendance review board, existing law authorizes the school district to notify the district attorney or probation officer, as specified, that available community resources cannot resolve the problem of truancy or insubordination. This bill would repeal the authority of the county superintendent of schools to petition the juvenile court on behalf of a pupil, as described above, in a county that has not elected to participate in a truancy mediation program.

Text History:

A-09/06/2019
A-08/13/2019
A-06/20/2019
A-05/16/2019
I-02/20/2019

Text History:

Text Version	Analysis

Vote Events:

07/29/2020 SEN. ED. (Y:4 N:0 A:3) (P)
09/11/2019 SEN. ED. (Y:5 N:0 A:2) (P)
08/30/2019 SEN. APPR. (Y:5 N:2 A:0) (P)
08/19/2019 SEN. APPR. (Y:5 N:0 A:2) (P)
07/10/2019 SEN. ED. (Y:6 N:0 A:1) (P)
07/02/2019 SEN. PUB. S. (Y:5 N:1 A:1) (P)
05/29/2019 ASM. THIRD READING (Y:42 N:27 A:11) (P)
05/16/2019 ASM. APPR. (Y:11 N:4 A:3) (P)
03/26/2019 ASM. PUB. S. (Y:6 N:1 A:1) (P)

Attachments:

[SC AB 901 Fact Sheet](#)

Organization: Solano

Position: Oppose

CSAC/League Positions: League Position: Watch

CSAC Position: Pending

County Action: 5/6/2019 - I 2/20/2019 to: Considered by Leg Comm

6/4/2019 - A 5/16/2019 to: Oppose

Support

Oppose

PSPS

[SB 862](#) (Dodd D) Planned power outage: public safety.

Current Text: Amended: 5/20/2020 [html](#) [pdf](#)

Current Analysis: 06/19/2020 [Senate Floor Analyses](#) (text 5/20/2020)

Introduced: 1/16/2020

Last Amended: 5/20/2020

Status: 6/29/2020-Referred to Com. on U. & E.

Is Urgency: N

Is Fiscal: Y

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary:

Current law defines the terms "state of emergency" and "local emergency" to mean a duly proclaimed existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by, among other things, fire, storm, or riot. This bill would additionally include a deenergization event, as defined, within a sudden and severe energy shortage constituting a state of emergency and a local emergency.

Text History:

A-05/20/2020

A-03/05/2020

I-01/16/2020

Text History:

Text Version	Analysis
Amended 5/20/20	Adds clarifying language to the bill. <i>Should not change the County's position.</i>

Vote Events:

06/25/2020 SEN. Senate 3rd Reading (Y:40 N:0 A:0) (P)

06/18/2020 SEN. APPR. (Y:7 N:0 A:0) (P)

06/09/2020 SEN. APPR. (Y:7 N:0 A:0) (P)

05/14/2020 SEN. E. U., & C. (Y:12 N:0 A:1) (P)

Organization: Solano

Position: Support

County Action: 4/10/2020 A-3/5/2020 to: Support

4/10/2020 Submitted Support Letter to Sen Energy, Utilities and Communication Committee

Support

Association of Regional Center Agencies
 California Association of Public Authorities for In-Home Supportive Services
 California Community Choice Association
 California State Association of Counties
 California State Sheriffs' Association
 City of San Jose
 Coalition of California Welfare Rights Organizations, Inc.
 County Welfare Directors Association of California
 Disability Rights California (sponsor)
 Elsinore Valley Municipal Water District
 Health Officers Association of California
 Marin Clean Energy
 Marin County Board of Supervisors
 Napa County Board of Supervisors
 National Association of Social Workers, California Chapter (NASW-CA)
 Rural County Representatives of California (RCRC)
 Solano County Board of Supervisors
 TURN - The Utility Reform Network
 Western Manufactured Housing Communities Association

Oppose

San Diego Gas and Electric

Public Health

AB 3224 (Rodriguez D) Local health department workforce assessment.

Current Text: Amended: 5/4/2020 [html](#) [pdf](#)

Current Analysis: 08/07/2020 [Senate Health](#) (text 5/4/2020)

Introduced: 2/21/2020

Last Amended: 5/4/2020

Status: 8/11/2020-From committee: Do pass and re-refer to Com. on APPR. (Ayes 8. Noes 0.) (August 10). Re-referred to Com. on APPR.

Is Urgency: N

Is Fiscal: Y

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Calendar:

8/17/2020 9 a.m. - John L. Burton Hearing Room (4203) SENATE APPROPRIATIONS, PORTANTINO, Chair

Summary:

Would require the State Department of Public Health to contract with an appropriate and qualified entity to conduct an evaluation of the adequacy of the local health department infrastructure, and to make recommendations for future staffing, workforce needs, and resources, in order to accurately and adequately fund local public health, as specified. The bill would also require the department to convene an advisory group to oversee the process of selecting an entity to conduct the evaluation and to

provide oversight of, and technical assistance to, that entity. The bill would require the department to report the findings and recommendations of the evaluation to the appropriate policy and fiscal committees of the Legislature on or before July 1, 2022.

Text History:

A-05/04/2020

I-02/21/2020

Text History:

Text Version	Analysis
Amended 5/4/20	Bill was amended from directing local health departments assessments of sexually transmitted diseases to be about Local Health Department Workforce Assessment – bill would require the Department of Public Health to contract with local health department infrastructure for future staffing and workforce needs and would require an advisory group to provide oversight of entity. <i>Should not change the County's position.</i>

Vote Events:

08/10/2020 SEN. HEALTH (Y:8 N:0 A:1) (P)

06/10/2020 ASM. THIRD READING (Y:76 N:0 A:3) (P)

06/03/2020 ASM. APPR. (Y:18 N:0 A:0) (P)

05/18/2020 ASM. HEALTH (Y:15 N:0 A:0) (P)

Organization: Solano

Position: Support

County Action: 5/14/20 support letter received and uploaded to portal

8/5/2020 Submitted Support Letter to Sen Health Committee

Support

American Congress of Obstetricians & Gynecologists
 - District IX
 California Academy of Family Physicians
 California Hospital Association
 California Pan-Ethnic Health Network
 California State Association of Counties
 County Health Executives Association of California
 County of Humboldt
 County of Los Angeles
 County of San Bernardino
 County of Santa Clara
 Health Officers Association of California
 Madera County Department of Public Health
 Monterey County Health Department
 Nurse - Family Partnership
 Service Employees International Union, California
 Sierra County Department of Public Health
 Solano County
 Solano County Health and Social Services
 Departmenten

Oppose

California Right to Life Committee

Water

SB 204 (Dodd D) State Water Project: contracts.

Current Text: Amended: 5/17/2019 [html](#) [pdf](#)

Current Analysis: 05/23/2019 [Senate Floor Analyses \(text 5/17/2019\)](#)

Introduced: 2/4/2019

Last Amended: 5/17/2019

Status: 7/10/2019-Failed Deadline pursuant to Rule 61(a)(10). (Last location was W.,P. & W. on 6/6/2019)(May be acted upon Jan 2020)

Is Urgency: N

Is Fiscal: Y

Desk	Policy	Fiscal	Floor	Desk	2 year	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary:

Would require the Department of Water Resources to provide at least 10 days' notice to the Joint Legislative Budget Committee and relevant policy and fiscal committees of the Legislature before

holding public sessions to negotiate any potential amendment of a long-term water supply contract that is of projectwide significance with substantially similar terms intended to be offered to all contractors. The bill would require the department, before the execution of a specified proposed amendment to a long-term water supply contract and at least 60 days before final approval of such an amendment, to submit to the Joint Legislative Budget Committee and relevant policy and fiscal committees of the Legislature certain information regarding the terms and conditions of a proposed amendment of a long-term water supply contract and to submit a copy of the long-term contract as it is proposed to be amended.

Text History:

A-05/17/2019
 A-04/25/2019
 A-03/18/2019
 I-02/04/2019

Text History:

Text Version	Analysis

Vote Events:

05/23/2019 SEN. Senate 3rd Reading (Y:37 N:0 A:1) (P)
 05/16/2019 SEN. APPR. (Y:5 N:1 A:0) (P)
 05/06/2019 SEN. APPR. (Y:5 N:0 A:1) (P)
 03/12/2019 SEN. N.R. & W. (Y:6 N:0 A:3) (P)

Organization: Solano

Position: Support

CSAC/League Positions: League Position: Watch

CSAC Position: Watch

Support

California Delta Chambers & Visitors Bureau
 California Indian Environmental Alliance
 California Sportfishing Protection Alliance
 California Water Impact Network
 Clean Water Action
 Confederates Villages of Lisjan
 Contra Costa County
 Delta Counties Coalition
 Environmental Water Caucus
 Fathers and Families of San Joaquin
 Foothill Conservancy
 Friends of the River
 Friends of the Swainson’s Hawk
 Golden Gate Salmon Association
 Greater Stockton Chamber of Commerce
 Habitat 2020
 Indivisible CA-43
 Little Manila Rising
 Local Agencies of the North Delta
 Lower Sherman Island Duck Hunters Association
 North Delta Cares
 Pacific Coast Federation of Fisherman’s Association
 Planning and Conservation League
 Restore the Delta
 San Francisco Baykeeper
 San Joaquin County
 San Joaquin County Hispanic Chamber of Commerce
 San Joaquin Pride Center
 Save California Salmon
 Save Our Sandhill
 Save the California Delta Alliance
 Sierra Club California
 Sierra Club Loma Prieta Chapter
 Social Eco Education
 South Delta Water Agency
 Southern California Watershed Alliance
 Stockton
 Stockton Unified School District
 The Bay Institute
 Vox Pop Foundation
 West Delta Chapter CA Striped Bass Association
 Weston Ranch Community Association

Oppose

Alameda County Water District
 Antelope Valley-East Kern Water Agency
 Association of California Water Agencies
 Burbank Chamber of Commerce
 California Chamber of Commerce
 Calleguas Municipal Water District
 Camrosa Water District
 Central City Association of Los Angeles
 Central Coast Water Authority
 Coachella Valley Water District
 Cucamonga Valley Water District
 Desert Water Agency
 Dudley Ridge Water District
 Eastern Municipal Water District
 Elsinore Valley Municipal Water District
 Foothill Municipal Water District
 Inland Empire Utilities Agency
 Jurupa Community Services District
 Kern County Water Agency
 Las Virgenes Municipal Water District
 Mesa Water District
 Metropolitan Water District of Southern California
 Mojave Water Agency
 Ontario Business Council
 San Bernardino Valley Water Conservation District
 San Gabriel Valley Municipal Water District
 Santa Clara Valley Water District
 Santa Clarita Valley Water Agency
 Simi Valley Chamber of Commerce
 Southwest California Legislative Council
 Southwest Riverside County Association of Realtors®
 State Water Contractors, Inc.
 Temecula Valley Chamber of Commerce
 Three Valleys Municipal Water District
 Upper San Gabriel Valley Municipal Water District
 Valley Ag Water Coalition
 Valley Industry and Commerce Association (VICA)
 VCEDA
 Water Department City of Compton
 Western Growers Association
 Western Municipal Water District