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2 **ATTACHMENT “A”**

3 **ORDINANCE NO. 2024-05**

4  
5 **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF**  
6 **HUNTINGTON PARK, CALIFORNIA, ADDING CHAPTER**  
7 **21 (RENT STABLIZATION) TO TITLE 8 (BUILDING**  
8 **REGULATIONS) OF THE HUNTINGTON PARK**  
9 **MUNICIPAL CODE ESTABLISHING RENT**  
10 **STABILIZATION REGULATIONS**

11 **WHEREAS**, the increasing housing rent burden and poverty faced by many  
12 residents in the City of Huntington Park threatens the health, safety, and welfare of its  
13 residents by forcing them to choose between paying rent and providing food, clothing,  
14 and medical care for themselves and their families; and

15 **WHEREAS**, according to a report by the California Housing Partnership  
16 Corporation (2022), in Los Angeles County, lower-income renters are likely than higher  
17 income renters to spend more than half of their income on housing; and in 2019, 87%  
18 of deeply low-income households (earning less than or equal to 15% of local area  
19 median income or “AMI”) and 72% of very low-income households (earning less than or  
20 equal to 30% of AMI) are severely cost burdened, while 2% of moderate-income  
21 households experience this level of cost burden; and

22 **WHEREAS**, the City’s 2021-2029 Housing Element states that across the City’s  
23 10,617 renter households, 6,679 (62.9%) spend 30% or more of gross income on  
24 housing costs, compared to other local regions; additionally, 3,357 renter households  
25 in the City (31.6%) spend 50% or more of gross income on housing costs, compared to  
26 28.9% regionally; and

27 **WHEREAS**, pursuant to the City’s police power, as granted broadly under Article  
28 XI, section 7 of the California Constitution, to make and enforce local ordinances and  
regulations within their jurisdiction, as long as they do not conflict with state law; and

**WHEREAS**, the Costa-Hawkins Rental Housing Act, California Civil Code  
section 1954.50, *et seq.*, limits the applicability of local rent stabilization policies,  
including prohibiting local jurisdictions from applying rent stabilization to certain  
residential rental properties, and this Ordinance intends to comply with such limitations,  
and all other applicable state and federal laws; and

**WHEREAS**, rent control ordinances have long been held to be a valid exercise  
of a city’s police power to regulate the health and safety of its residents.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE  
CITY OF HUNTINGTON PARK AS FOLLOWS:**

**SECTION 1.** The City Council hereby finds that the foregoing recitals are true and correct and are incorporated herein as substantive findings of this Ordinance.

**SECTION 2.** The City Council hereby approves adding Chapter 21 (Rent Stabilization) to Title 8 (Building Regulations) to the Huntington Park Municipal Code to read as follows:

## CHAPTER 21 RENT STABILIZATION

8-21.0 Intent and purpose.

The City Council of the City of Huntington Park finds:

- (a) The continued rise in rental rate has contributed to a housing affordability crisis, with the majority of renters in Huntington Park being “rent-burdened,” paying over 30% of their income towards rent.
- (b) A significant percentage of residents face difficulty maintaining affordable, stable and adequate housing.
- (c) The purpose of these provisions is to promote long-term stability in the rental market by limiting unreasonable rent increases while allowing landlords a fair and reasonable return on investment. This Chapter establishes guidelines for permissible rent increases, the application process for rent adjustments, and protections for both tenant and landlords.

### 8-21.1 Definitions.

- (a) "City" refers to the City of Huntington Park.
- (b) "Covered Rental Unit" shall mean any residential unit rented to tenants unless explicitly exempt pursuant to Section 8-21.2 (Applicability and exemptions).
- (c) "Department" means the Community Development Department of the City of Huntington Park, or other department designated by the city council to administer the provisions of this chapter.
- (d) "Director" means the Director of Community Development of the City of Huntington Park or designee.
- (e) "Rental Agreement" shall refer to an agreement between a landlord and a tenant for the use or occupancy of a rental unit.
- (f) "Landlord" shall mean any property owner or any other person legally entitled to offer any rental unit for rent or entitled to receive collect rent for the use and occupancy of a rental unit.
- (g) "Tenant" shall mean any individual who leases a rental unit from a Landlord. This includes but is not limited to a tenant, subtenant, lessee, sublessee, or any other

1 person entitled under the terms of a rental agreement to the occupancy of a rental  
2 unit.

3 (h) "Capital Improvement" shall mean significant additions or upgrades that materially  
4 extend the life of the property, distinct from routine maintenance or repairs  
covered by insurance.

5 (i) "Rent" shall mean the amount paid by a Tenant for the use of a rental unit,  
6 including access to housing services.

7 (j) "Rental Unit" shall refer to any dwelling unit as defined under California Civil Code  
8 Section 1940(c), located in the jurisdictional boundaries of the City of Huntington  
9 Park and that is used or occupied for human habitation in consideration of  
payment of rent.

10 (k) "Rent ceiling" refers to the maximum allowable rent which a landlord may charge  
11 on any controlled rental unit.

#### 12 8-21.2 Applicability and exemptions.

13 (a) This Chapter shall not apply to any residential units expressly exempt pursuant to  
14 any provision of state or federal law, and those specifically exempt as follows:

15 I. Any rental unit that has a certificate of occupancy or equivalent permit for  
16 residential occupancy issued after February 1, 1995. For this purpose,  
17 certificate of occupancy is the certificate first issued before the property is  
used for any residential purpose; or

18 II. Any rental unit that is alienable separate from the title to any other dwelling  
unit, including single family residences, condominiums, and townhomes.

19 III. Any rental unit, space, or resident covered under the provisions of the state  
20 Mobilehome Residency Law, Civil Code section 798, et seq., as applicable.

21 IV. Any rental unit that is a subdivided interest in a subdivision, as specified in  
22 California Business and Professions Code section 11004.5(b), (d), and (t).

23 V. Any rental unit for which the Landlord receives federal, state, or local  
24 housing subsidies, including, but not limited to federal housing assistance  
vouches issued under Section 8 of the United States Housing act of 1937  
(42 U.S.C Sec. 1437f).

25 VI. Residential real property containing no more than two rental units in which  
26 the owner occupies one of the units as the owner's principal place of  
27 residence since the beginning of the tenancy, so long as the owner  
continues in occupancy. For purposes of this subsection:

28 (i) The term "owner" means a natural person who owns at least a 25  
percent ownership interest in the residential real property.

(ii) An exemption under this subsection shall expire by operation of law when the owner ceases to reside on the property as their principal place of residence. It shall be the owner's responsibility to inform the Department of the change in occupancy and enroll the rental unit in the City's Covered Rental Unit registry as required by this Chapter within 6 months of the change in owner occupancy.

(b) Any person with an ownership interest in a Rental Unit may claim an from this Chapter by filing an application with the Department in a form approved by the City.

#### 8-21.3. Permissible Rent increases.

(a) Annual Rent Cap: Rent increases on covered rental units are capped at 3% per year or 100% of the Consumer Price Index (CPI) for the Los Angeles-Long Beach-Anaheim region, whichever is lower.

(b) Frequency: Rent on covered rental units may only be increased once during a 12-month period.

(c) Initial Rent Ceiling: Landlords may set market rent when a rental unit becomes vacant, but subsequent rent increases must follow the annual rent cap guidelines.

(d) No Banking of Increases: Landlords may not bank unused rent increases from previous years for future use. This chapter will be enforceable prospectively.

#### 8-21.4 Capital improvement pass-throughs.

(a) 50% Pass-Through: Landlords may pass through 50% of capital improvement costs to tenants in covered rental units provided:

I. The improvement benefits tenants directly, such as upgrades in plumbing, roofing, or heating systems.

II. Costs are amortized over a minimum period of 5 years.

III. Capital improvements cannot include regular maintenance or repairs from wear and tear, repairs covered by homeowner's insurance or be the result of landlord's failure to perform regular maintenance.

IV. Landlords notify tenants at least 30 days in advance and provide detailed documentation on costs.

V. Approval Required: The Department must approve any capital improvement pass-throughs before they can be passed to tenants.

VI. Application Process: The landlord must apply to the Department for recovery of capital improvement costs, on a form approved by the Department, within 6 months of completing the capital improvement.

1 8-21.5 Landlord application for rent adjustment.

- 2 (a) Fair Return: If a landlord believes that the permissible rent increase under Section  
3 4 prevents them from receiving a fair and reasonable return on investment on a  
4 covered rental unit, they may file an application for a rent adjustment with the  
Community Development Department.
- 5 (b) Criteria for Adjustment: The landlord must provide detailed financial records  
6 demonstrating that the rent limitations are causing a net operating income to fall  
below acceptable levels.
- 7 (c) Review and Approval of Application for Rent Adjustment: The Community  
8 Development Department shall consider the following factors as well as any other  
9 relevant factors in reviewing the application and making its determination:
- 10 I. The landlord's income and expenses relative to the covered rental  
property's net operating income
  - 11 II. Changes in property taxes to be paid by a landlord.
  - 12 III Changes in the CPI.
  - 13 IV. The history of any prior hearings of determinations on an application for a  
14 rent adjustment by a landlord.
  - 15 V. The addition of capital improvements on a rental property.
  - 16 VI. The need for repairs caused by circumstances other than ordinary wear  
17 and tear.
- 18 (d) Tenant Notice: Landlords must provide at least 30 days' notice to tenants of any  
19 approved rent increase beyond the cap. The landlord must provide notice to tenant  
via personal service or certified mail return receipt requested.

20 8-21.6 Security deposits.

- 21 (a) Until July 1, 2024, Section 1950.5 of the California Civil Code limited the amount  
22 of security deposits to two times the monthly rent for unfurnished units or three  
23 months' rent for furnished units.
- 24 (b) After July 1, 2024, the law limits security deposits to one month's rent. For  
25 landlords who own no more than two residential rental properties that collectively  
26 include no more than four total units for rent, the limit is two times the monthly  
rent, but only if the landlord is a natural person or a limited liability company in  
which all members are natural persons.

27 8-21.7 Termination of Tenancy: Just Cause; No-Fault; Relocation Assistance;  
28 and Buyout Offers and Notices.

1 (a) Just Cause Evictions: Landlords may only evict tenants for specific reasons,  
2 including:

3 I. Nonpayment of rent.

4 II. Material breach of the lease.

5 III. Illegal activities or property damage.

6 IV. Assigning or subletting the premises in violation of the Tenant's lease.

7 (b) Notice to Cure Just Cause Evictions. Before a Landlord issues a notice to  
8 terminate a Tenancy for just cause that is a curable lease violation, the Owner  
9 shall first give notice of the violation to the Tenant with an opportunity to cure  
10 the violation pursuant to paragraph (3) of Section 1161 of the Code of Civil  
11 Procedure. If the violation is not cured within the time period set forth in the  
12 notice, a three-day (3-day) notice to quit without an opportunity to cure may  
13 thereafter be served to terminate the Tenancy.

12 (c) No-Fault Evictions: Includes any of the following:

13 I. Landlord's intent to occupy the Covered Rental Unit by the Landlord or their  
14 spouse, domestic partner, children, grandchildren, parents, or grandparents.

15 II. Withdrawal of the Covered Residential Unit from the rental market for an  
16 anticipated period of at least 24 months, as affirmed by the Landlord in a  
17 written affidavit submitted to the City.

17 III. The Landlord complying with any of the following: (i) an order issued by a  
18 government agency or court relating to the habitability that necessitates  
19 vacating the Covered Rental Unit; (ii) an order issued by a governmental  
20 agency to vacate the Covered Residential Unit; or (iii) a local ordinance that  
21 necessitates vacating the Covered Residential Unit.

20 IV. Intent to demolish or to substantially remodel the Covered Residential Unit.

21 (d) Relocation Assistance: For termination for no-fault termination, the Landlord  
22 must either: (i) provide relocation assistance equivalent to two (2) months' rent  
23 for no-fault eviction due to reasons; or (ii) waive in writing the payment of Rent  
24 for the final two (2) months of the Tenancy, prior to the Rent becoming due.

25 I. If a Landlord issues a notice to terminate a Tenancy for no-fault, the Landlord  
26 shall notify the Tenant of the Tenant's right to relocation assistance or Rent  
27 waiver, and all other rights pursuant to this Section.

27 (e) When terminating a Tenancy either for just cause or no-fault, a Landlord must  
28 comply with all of the following: (i) The Landlord must serve a written notice in  
accordance with Civil Code sections 1946 through 1946.5, to the Tenant that  
states that, in addition to any information required by federal or State law, the  
Landlord will terminate the Tenancy, and that indicates at least one at-fault or

no-fault just cause reason as provided in this Section; and (ii) The Landlord has not accepted and will not accept Rent or any other consideration in return for the continued use of the Covered Rental Unit beyond the term of the terminated Tenancy in compliance with Civil Code sections 1945 through 1946.5; and (iii) The Landlord qualifies the termination as at-fault or no-fault just cause, as specified in Section; and (iv) The Landlord has submitted to the City, within five (5) days after service of the notice of termination on the Tenant, a true and accurate copy of the Landlord's written notice of termination, and proof of such service, signed under penalty of perjury, on the Tenant, through the City's Rental Registry progress. The Landlord shall maintain proof of service to the City as evidence that the Landlord has complied with this section; and (v) The Landlord must provide the notice in the language that the Owner and Tenant used to negotiate the terms of the Tenancy, in addition to English.

- (f) Buyout Offers and Notices: A Landlord must inform a Tenant of certain rights before offering any form of compensation in exchange for a Tenant's agreement to voluntarily vacate a Covered Rental Unit. The information must be given in writing to each Tenant in a unit with respect to which buyout offer is made, on a form approved by the City. The Landlord must retain a copy of the form along with a record of when it was given to the Tenant for at least five (5) years after it is signed. The disclosures should include: (i) the right to refuse the offer; (ii) the right for the Tenant to consult a lawyer; (iii) a 30-day right for the Tenant to rescind its acceptance of the Landlord's buyout offer; (iv) a statement that the Tenant may visit the Department to compare its offer to other buyout offers in the Tenant's neighborhood and other relevant information; (v) the form must include a place for the Landlord to sign, together with a date of the Landlord's signature, verifying that the required notice was provided to the Tenant, a place for the Tenant to sign, verifying that he or she received the notice; (vi) the form must include the amount of relocation fees required under paragraph (d) of Section 8-21.7; (vii) any other information deemed necessary by the Director.

#### 8-21.8 Tenant petition for rent adjustments.

- (a) Petition Process: Tenants in a covered rental unit may file a petition with the Department if they believe a rent increase is not in compliance with this Chapter, is unjustified or if housing services have been reduced (e.g., decreased maintenance, utilities not provided).
- (b) Tenant's Burden of Proof: Tenants must provide evidence that the rent increase violates the ordinance or that services have been reduced.
- (c) Prohibition Against Retaliation: No landlord shall retaliate against a tenant by raising rent, reducing services, failing to perform necessary repairs, threatening eviction, or initiating eviction proceedings because the tenant has exercised their legal rights under this ordinance, including but not limited to: reporting habitability concerns or violations to local authorities; joining or organizing tenant associations; participating in a rent stabilization program; requesting repairs or maintenance; filing complaints about rent increases or unsafe conditions; or exercising any other right protected under local, state, or federal law.

1 (d) Presumption of Retaliation: if landlords take any adverse action, such as rent  
2 increases, eviction threats, or reductions in services, within 190 days of a tenant  
3 engaging in a protected activity, it shall be presumed that the landlord's actions  
4 are retaliator. The landlord may rebut this presumption by providing clear and  
5 convincing evidence of a legitimate, non-retaliatory reason for the action.

6 (e) Remedies for Retaliation: Tenants who are victims of retaliation are entitled to:  
7 Reinstatement of rental terms prior to the retaliatory action (e.g., reversal of rent  
8 increase or restoration of services); damages, including but not limited to  
9 emotional distress and relocation expenses, where applicable; civil penalties to  
10 deter further retaliatory actions; Attorney's fees and court costs, if successful in  
11 proving retaliation.

#### 8 8-21.9 Rental unit registration.

9 (a) Rental Registry Required. No Landlord shall demand or accept rent for a Covered  
10 Rental Unit without first registering the Covered Rental Unit and serving on the  
11 Tenant or displaying in a conspicuous place, proof of registration.

12 (b) Registration Process.

13 I. Within 60 days after the effective date of this Chapter for the initial  
14 registration, and on or before December 30th of each subsequent year, a  
15 landlord must register with the Department each Rental Unit that is rented  
16 or available for rent for a term exceeding 30 consecutive days by filing a  
17 rental registration in a form approved by the City. The Landlord shall provide  
18 the Rent amount and Tenancy information for every Rental Unit on the  
19 rental registration form. Registration is complete only when any and all fees  
20 under this Chapter have been paid and all of the following information is  
21 provided: ownership information; property information; year built; certificate  
22 of occupancy date or the date the final permit was issued by the City; the  
23 number of total Rental Units in the rental property; the number of bedrooms  
24 and bathrooms for each Rental Unit; Tenant information, including names  
25 and move-in dates; the amount of rent in effect at the time of registration  
26 and the date and amount of the last rent increase; and description of the  
27 housing services.

28 II. After the initial Rental Unit registration, the Landlord shall: (i) update the  
rental registration annually; (ii) update the rental registration within 30 days  
of the start of a new tenancy; (iii) update the rental registration if there is  
any subsequent change in the tenancy or ownership (i.e., change in  
ownership or management or change in owner's or manager's contact  
information).

III. A Landlord of a Rental Unit which is not registered with the City because of  
a claim of exemption, shall provide the City, on a form approved by the City  
and accompanied by supporting documentation, a written declaration  
stating the facts upon which the Landlord bases a claim of exemption from  
this Chapter. If a Landlord fails to submit a written declaration and  
supporting documents by December 30, 2024, and December 30 of each



1 year thereafter, the Rental Unit shall be deemed to be subject to the  
2 provisions of this Section. If a Landlord declares that the Rental Unit is not  
3 subject to the registration requirements of this Section because the Rental  
4 Unit is vacant, the Landlord shall provide a certification to the Department  
5 declaring that the Rental Unit is and shall remain vacant, and the Rental  
6 Unit shall be secured against unauthorized entry.

7 IV. For every Rental Unit for which a Landlord is required to register pursuant  
8 to this Section, the Landlord shall post a notice in form provided by the City,  
9 providing information about this Chapter and the Department's contact  
10 information. Notices must be posted in a conspicuous location in the  
11 common area, at the entry or entries to the building(s) or units, or other  
12 similar location(s) as necessary to provide Tenants a reasonable  
13 opportunity to view the notice. If there is no common area or similar location,  
14 this requirement may be satisfied by mailing the notice to each Tenant of  
15 the building, by certified mail, return receipt requested. The notice shall be  
16 written in English and Spanish, and in any other languages as required by  
17 the City.

18 V. Failure to Register: Landlords who fail to register their units may not  
19 enforce rent increases or evictions.

#### 20 8-21.10 Enforcement and compliance.

##### 21 (a) Penalties for Non-Compliance:

22 I. Civil Penalty: Any person violating any of the provisions, or failing to comply with  
23 any of the requirements, of this chapter may be liable for a civil penalty not to  
24 exceed \$1,000 for each violation.

25 II. Criminal Penalty: Any person violating any of the provisions or failing to comply  
26 with any of the requirements of this chapter shall be guilty of a misdemeanor and  
27 punished by a fine of not more than \$1,000, or by imprisonment in the county jail  
28 for a period of not more than six months, or by both.

III. Each violation of any provision of this Chapter, and each day during which any  
such violation is committed, permitted or continued, shall constitute a separate  
offense.

(b) Rent Increases Ineffective: Any rent increase imposed without following the  
proper registration or notice procedures is considered void.

(c) Appeals Process: Tenants or landlords may appeal decisions made under this  
Chapter to a hearing officer within 30 days.

(d) The above remedies are not exclusive and do not preclude the city or any tenant  
from seeking other remedies or penalties provided by applicable law.

#### 8-21.11 Administrative review and appeals.

- 1 (a) Administrative Review: The Director's decision on a rent adjustment application,  
2 tenant petition for adjustment or a pass-through cost recovery application will be  
3 issued in a notice of decision.
- 4 I. The Director shall review and evaluate applications pursuant to this Chapter and  
5 issue a notice of decision in accordance with adopted procedures and  
6 regulations.
- 7 II. The Director may request documents, interview witnesses and affected parties,  
8 and gather necessary evidence to review and make appropriate conclusions and  
9 findings.
- 10 III. The Director's decision may be appealed to a hearing officer in accordance with  
11 the following procedures as set forth herein.
- 12 (b) Appeals Process: Parties may file an appeal and request a hearing with the City  
13 Clerk no later than 30 calendar days after the Director issues a notice of decision.  
14 Appeals will be heard by a hearing officer. If the filing deadline falls on a weekend,  
15 holiday, or other day when city hall is officially closed, the filing deadline will extend  
16 to the following city hall business day.
- 17 (c) Hearing Dates: A hearing on a request for appeal will be scheduled before a  
18 hearing officer for a date no sooner than 15 days and no later than 60 days after  
19 receipt of the request for appeal and proof of service, unless the hearing officer  
20 determines that good cause exists for an extension of time. Upon setting the  
21 hearing date, the hearing officer shall send written notice to the appealing party of  
22 the date, time and place set for the hearing. Within five calendar days of receipt of  
23 the notice of hearing, the appealing party shall deliver a copy of the notice to each  
24 affected tenant or landlord, as applicable, via personal service or certified mail  
25 return receipt requested..
- 26 (d) Public Hearing: Appeals are conducted in a public hearing, and both parties may  
27 present evidence. At the hearing, the hearing officer shall review the record of the  
28 decision and hear testimony of the party requesting the appeal, representatives of  
the department, and any other interested party. The hearing officer may continue  
the hearing and request additional information from the landlord or tenant before  
issuing a written decision.
- (e) Application and Materials: At an appeal hearing, the hearing officer shall consider  
only the administrative record that was the subject of the department's final  
decision.
- (f) Hearing Continuance. The hearing officer may, in his or her discretion, grant a  
continuance of the hearing date upon a request and a showing of good cause. The  
request must be made in writing and be received by the hearing officer at least 5  
business days prior to the hearing date. If the Landlord is requesting an extension,  
the Landlord must personally deliver a copy of the request to the affected  
Tenant(s). If a Tenant is the party requesting an extension, the Tenant must  
personally deliver a copy of the request to the Landlord or Landlord's agent. In no

1 event shall the continuance be longer than 15 calendar days from the originally  
2 scheduled hearing date.

3 (g) Decision and Notice: After the hearing, the hearing officer shall affirm, modify or  
4 reverse the decision and specify the reasons for its decision or refer the matter  
back to the Department for further review.

5 I. Decisions shall be rendered within 30 days of the close of the hearing.

6 II. The hearing officer shall mail the hearing officer's decision to the affected  
7 parties within 10 days after it is rendered.

8 III. The decision of the hearing officer shall be final and not subject to further  
9 appeal.

10 (h) Final Decision. The decision of the hearing officer shall be final and not subject to  
further appeal.

11 (i) Judicial Review of Hearing Officer Decision. Any person directly aggrieved by an  
12 administrative decision of a hearing officer pertaining to a request for appeal of a  
13 Director's decision under this Chapter, may seek judicial review in the court  
14 pursuant to Government Code section 53069.4 and/or Code of Civil Procedure  
sections 1094.5 and 1094.6.

15 (j) Hearing Officer. The City Manager shall establish procedures for the selection of  
16 a Hearing Officer. Hearing Officers shall be selected in a manner that avoids the  
17 potential for pecuniary or other bias. In no event shall the Hearing Officer be the  
18 Director. The compensation, if any, of the Hearing Officer shall be paid by the  
City. Compensation shall not be directly or indirectly conditioned upon whether or  
not decisions of the City are upheld by the Hearing Officer.

19 8-21.12 Administrative Citations.

20 (a) Any Landlord or Tenant who violates any provisions of this Chapter, or  
21 Department's procedures and guidelines, is subject to an administrative citation  
and fine as provided for in Chapter 5 of Title 1 of the municipal code.

22 8-21.13 Additional remedies.

23 (a) Tenant Legal Rights: Tenants may bring a civil lawsuit against landlords for  
24 violations of the ordinance. Remedies may include injunctive relief, damages, and  
attorneys' fees.

25 (b) Eviction Defense: A tenant may use a landlord's failure to comply with the  
26 ordinance as a defense to eviction.

27 8.21.14 Notices to tenants.

28 (a) Landlords must provide to each tenant, prior to, or at the time of agreeing to  
rent or lease a rental unit, a notice of tenant rights and under this chapter. The

1 Department shall publish a form notice of tenant rights in English and any other  
2 frequently spoken languages.

3 (b) Landlords must provide the form notice in the following circumstances:

4 I. When entering into a rental agreement, by including a copy of the form  
5 notice as an exhibit or attachment to the written rental agreement.

6 II. When renewing a rental agreement.

7 8.21.15 Implementation and rulemaking.

8 (a) The City Manager and City Attorney shall take all necessary steps to implement  
9 this ordinance, including the creation of forms, public information, and  
10 administrative procedures.

11 **SECTION 3.** If any action, subsection, line, sentence, clause, phrase, or word  
12 of this Ordinance is for any reason held to be invalid or unconstitutional, either facially  
13 or as applied, by a decision of any court of competent jurisdiction, such decision shall  
14 not affect the validity of the remaining portions of this Ordinance, and each and every  
15 individual section, subsection, line, sentence, clause, phrase, or word without regard  
16 to any such decision.

17 **SECTION 4.** This ordinance shall become effective thirty (30) days after  
18 approval by the City Council.

19 **SECTION 5.** The City Clerk shall certify to the adoption of this Ordinance and  
20 shall cause the same to be published or posted as prescribed by law.

21 **PASSED, APPROVED and ADOPTED this 18<sup>th</sup> day of November, 2024.**

22 \_\_\_\_\_  
23 Karina Macias, Mayor

24 **ATTEST:**

25 \_\_\_\_\_  
26 Eduardo Sarmiento, CMC  
27 City Clerk  
28