

ORDINANCE NO. 2023_____

AN URGENCY ORDINANCE OF THE CITY OF CULVER CITY,
CALIFORNIA, ESTABLISHING COMMERCIAL TENANT
EVICTION PROTECTIONS DURING THE GRACE PERIOD FOR
THE REPAYMENT OF RENT ACCRUED DURING THE
EVICTION MORATORIUM PERIOD ESTABLISHED UNDER THE
COVID-19 LOCAL EMERGENCY.

NOW, THEREFORE, the City Council of the City of Culver City, California, **DOES**
HEREBY ORDAIN as follows:

SECTION 1. FINDINGS. The City Council of the City of Culver City hereby
finds, determines and declares that:

A. On March 14, 2020, the City Manager, under the authority of Culver City
Municipal Code (CCMC) Section 3.09.020, as the Director of Emergency Services, issued a
Proclamation of Local Emergency in relation to the arrival of the COVID-19 virus in the Culver
City community, which was ratified by the City Council on March 18, 2020.

B. On March 16, 2020, the City Manager, under the authority of CCMC
Section 3.09.020, as the Director of Emergency Services, issued a Public Order enacting City
measures to protect members of the public and City workers from undue risk of COVID-19 and
on March 20, 2020 issued a First Supplement to Public Order. Section 2 of the March 20
Order included, among other things, the following order ("Commercial Tenant Eviction
Moratorium" or "CTEM"):

*"[N]o landlord shall evict a commercial tenant in the City of
Culver City during this local emergency period if the tenant is
able to show an inability to pay rent due to circumstances
related to the COVID-19 pandemic. These circumstances
include:*

- 1 A. *loss of income due to a COVID-19 related workplace*
2 *closure;*
3 B. *child care expenditures due to school closures;*
4 C. *health care expenses related to being ill with COVID-19;*
5 D. *expenses or loss of income due to caring for a member*
6 *of the tenant's household who is ill with COVID-19; or*
7 E. *reasonable expenditures that stem from government-*
8 *ordered emergency measures.*

9 *Nothing in this Section 2 shall be construed to mean that the*
10 *commercial tenant will not still be obligated to pay lawfully*
11 *charged rent as provided below. Tenants will have up to six*
12 *months following the expiration of the local emergency*
13 *period to repay any back due rent. Commercial tenants may*
14 *use the protections afforded in this Section 2 as an*
15 *affirmative defense in an unlawful detainer action. The*
16 *moratorium on evictions imposed by this subsection shall*
17 *remain in effect during the pendency of the local emergency*
18 *period, but will not apply in cases where eviction is*
19 *necessary to address an imminent and objectively verifiable*
20 *threat to the health and safety of tenant or tenant's*
21 *employees, landlord or landlord's employees, or neighboring*
22 *businesses or residents."*

23 **C.** The Commercial Tenant Eviction Moratorium also provided the City
24 Manager the authority to promulgate rules and implementation measures (collectively,
25 "Implementation Measures") with regard to the Commercial Tenant Eviction Moratorium, which
26 were issued on March 27, 2020.

27 **D.** Since March 2020, various orders were issued by the State of California
28 and the Los Angeles County Department of Public Health, as well as neighboring communities,
29 designed to protect both residential and commercial tenants from eviction during the COVID-
30 19 pandemic.

31 **E.** The Commercial Tenant Eviction Moratorium was updated on eight
32 occasions: March 20, April 7, April 28, May 19 (Revised May 26), August 4, September 17
33 and November 12, 2020; and February 25, 2021; and the related Implementation Measures

1 were updated on April 29, May 20, May 26, May 27, August 4, September 17 and November
2 12, 2020; and February 25 and March 10, 2021.

3 **F.** On March 14, 2022, the City Council discussed the status of the CTEM
4 and provided direction to the City Manager: (1) to terminate the Moratorium Period of the
5 CTEM July 31, 2022 or the termination of the Local Emergency, whichever occurs earlier; (2)
6 to retain the 12-month grace period for the repayment of Back Rent; and (3) to establish
7 additional repayment options for tenants to select, including a 24-month or 30-month
8 graduated payment plan for the repayment of Back Rent. The selected repayment plan would
9 be superseded by any repayment plan agreed upon in writing as between a landlord and
10 tenant. The City Council also confirmed landlords may not charge late fees or penalties on
11 any Back Rent owed.
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13 **G.** On April 29, 2022, the City Manager issued a public order terminating the
14 CTEM Moratorium Period on July 31, 2022 or the termination of the Local Emergency (as
15 determined by resolution of the City Council), whichever occurs earlier, consistent with the City
16 Council's March 14th direction. The April 29 Public Order also established the foregoing grace
17 period/repayment options for Back Rent, as further detailed in the related Implementation
18 Measures issued by the City Manager on April 29, 2022.
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20 **H.** Pursuant to the April 29 Public Order and April 29 Implementation
21 Measures, commercial tenants were required to provide their landlord with written notice
22 selecting either the 12-month, 24-month or 30-month grace period/repayment options as set
23 forth in Section 8 of the April 29 Implementation Measures. If a tenant failed to provide written
24 communication to the Landlord selecting one of the grace period/repayment options on or
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1 before July 31, 2022, the tenant automatically became subject to the 12-month grace period
2 for repayment of Back Rent.

3 **I.** On July 31, 2022, the CTEM Moratorium Period terminated, and landlords
4 and tenants have been subject to the requirements of the Implementation Measures for the
5 payment of current rent due and Back Rent accrued during the Moratorium Period.

6 **J.** On February 27, 2023, the City Council directed the City Manager to
7 return to City Council with (1) a resolution terminating the COVID-19 local emergency, effective
8 April 1, 2023; and (2) a proposed urgency ordinance establishing commercial tenant eviction
9 protections during the grace period for the repayment of rent accrued during the Moratorium
10 Period established under COVID-19 local emergency.

11 **K.** On March 27, 2023, the City Council adopted Resolution No. 2023-R018
12 terminating the COVID-19 local emergency, effective April 1, 2023.

13 **L.** With the termination of the COVID-19 local emergency, the public orders
14 establishing the Commercial Tenant Eviction Moratorium, including the Implementation
15 Measures, will no longer be enforceable.

16 **M.** Commercial tenants have relied on eviction protection during the grace
17 periods/repayment schedules they selected under the Implementation Measures, provided
18 they are in compliance with the requirements of the Implementation Measures.

19 **N.** Despite the State, County and local emergencies terminating, many
20 commercial tenants are still in an economic recovery from the significant economic impacts to
21 their businesses since March 2020.

22 **O.** Based on the foregoing, the City Council finds it to be necessary for the
23 immediate preservation of the public's health, safety and general welfare, to continue to protect
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1 commercial tenants from eviction during the grace periods established under the CTEM for the
2 repayment of rent accrued during the Moratorium Period under the COVID-19 local
3 emergency, provided tenants are in compliance with the requirements set forth therein.

4 **SECTION 2. EVICTION PROTECTIONS.** Based on the findings set forth in
5 Section 1, the City Council hereby determines that eviction protections for commercial tenants
6 who are in compliance with the requirements of applicable grace periods for the repayment of
7 rent accrued during the Moratorium Period established under the COVID-19 local emergency
8 are warranted, and hereby establishes the regulations set forth in this Ordinance, which shall
9 remain in effect through and including January 31, 2025.

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11 **SECTION 3. DEFINITIONS.** For purposes of this Ordinance, the following
12 definitions shall apply:

13 **A. “Affected Tenant”** means a Commercial Tenant who was unable to pay
14 their Rent during the Moratorium Period due to circumstances related to
15 the COVID-19 pandemic and either (1) on or before July 31, 2022
16 provided Written Communication to their Landlord of their selection of the
17 Grace Period options described in Section 6 of this Ordinance; or (2) failed
18 to provide their Landlord with Written Communication on or before July 31,
19 2022 of their selection of one of the Grace Period options; thereby,
20 automatically becoming subject to the 12-Month Grace Period described
21 in Section 6 of this Ordinance.

22 **B. “Back Rent”** means that portion of Rent owed by an Affected Tenant that
23 qualified for deferral during the Moratorium Period and remained unpaid
24 upon expiration of the Moratorium Period.

25 **C. “Commercial Property”** means real property, including any part, portion,
26 or unit thereof, and any related facilities, space, or services, except the
27 following:
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1 a. Any dwelling unit as defined in Civil Code Section 1940.

2 b. Any dwelling unit in any mobilehome park, as defined in Health and
3 Safety Code Section 18214.

4 c. Any recreational vehicle as defined in Civil Code Section 799.24.

5 Commercial Property may include but is not limited to retail, office,
6 industrial, manufacturing, assembly, warehousing, hotels, motels, and
7 special uses such as gas stations, theaters, bowling alleys, health care
8 facilities, nursing facilities, child care centers, and schools.

9 **D. “Commercial Tenant”** means any individual, agency, association,
10 branch, corporation, estate, group, partnership, or other entity or
11 organization entitled by Lease or by sufferance, to the use or occupancy
12 of a Commercial Property, provided that such person holds a valid
13 business license issued by the City of Culver City, unless exempt from
14 business license requirements under the Culver City Municipal Code.
15 Effective June 1, 2020, “Commercial Tenant” shall not include a multi-
16 national company, publicly traded company, or a company that employed
17 200 or more employees on March 20, 2020. Effective March 1, 2021,
18 “Commercial Tenant” shall not include a multi-national company, publicly
19 traded company, or a company that, together with that company’s parent,
20 subsidiary, affiliated, and related companies, employed 200 or more
21 employees on March 20, 2020. For the purpose of this definition, a “multi-
22 national company” and “publicly traded company” shall include that
23 company’s parent, subsidiary, affiliated, and related companies.

24 **E. “Grace Period”** means the period of time for the repayment of Back Rent
25 selected by, or automatically applied to, the Affected Tenant on or before
26 July 31, 2022, as described in Section 6 of this Ordinance.
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1 F. ***“Implementation Measures”*** means the *Tenth Amended Rules and*
2 *Implementation Measures Regarding Commercial Tenant Eviction*
3 *Moratorium* issued by the City Manager on April 29, 2022.

4 G. ***“Landlord”*** means an owner, lessor, or sublessor who receives or is
5 entitled to receive Rent for the use and occupancy of a Commercial
6 Property and the agent, representative, or successor of any of the
7 foregoing.

8 H. ***“Lease”*** means the written or oral agreement setting forth the terms and
9 conditions of the Commercial Tenant’s use or occupancy of the
10 Commercial Property.

11 I. ***“Moratorium Period”*** means March 20, 2020 through and including July
12 31, 2022.

13 J. ***“Notice of Termination”*** means any notice, including notice given under
14 Code of Civil Procedure Section 1161, informing a Commercial Tenant of
15 the termination of its tenancy for nonpayment of Rent.

16 K. ***“Rent”*** means the sum of all monetary payments and all nonmonetary
17 consideration demanded or received by a Landlord from a Commercial
18 Tenant for the use or occupancy of the Commercial Property, including the
19 Commercial Tenant’s access to and use of services provided by the
20 Landlord related to the use or occupancy of the Commercial Property.
21 Rent includes, without limitation, the fair market value of goods accepted,
22 labor performed, or services rendered.

23 L. ***“Written Communication”*** includes mail, email or text communications to
24 the Landlord or the Landlord’s representative with whom the Affected
25 Tenant has previously corresponded by mail, email or text.

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1 **SECTION 4. APPLICABILITY.**

2 **A.** This Ordinance applies to Affected Tenants of every Commercial Property
3 located in the City of Culver City who accumulated Back Rent during the
4 Moratorium Period and Landlords of Affected Tenants.

5 **B.** This Ordinance shall apply to every Notice of Termination, eviction notice,
6 and unlawful detainer action for non-payment of Rent brought under Code of
7 Civil Procedure Sections 1161 and 1161.1, seeking to recover occupancy of a
8 Commercial Property occupied by an Affected Tenant, regardless of the date
9 it is served or filed, if the Commercial Property has not been permanently
10 vacated as of the effective date of this Ordinance.

11 **C.** This Ordinance shall not apply in cases where eviction is necessary to
12 address an imminent and objectively verifiable threat to the health and safety
13 of the Affected Tenant, or the Affected Tenant's employees, the Landlord or
14 the Landlord's employees, or neighboring businesses or residents. In such
15 cases, the Landlord must give written notice to the Affected Tenant and to the
16 Office of Cultural and Economic Development – Economic Development
17 Division of the City of Culver City, describing in detail the nature of the
18 imminent threat, the reason eviction is necessary to address the threat, and
19 the steps taken by Landlord to avoid eviction. The Economic Development
20 Division may request additional documentation and may order suspension of
21 the eviction process if it determines, in its reasonable discretion, that the
22 eviction is unnecessary.

23 **D.** This Ordinance does not in any way diminish, nullify or supersede provisions,
24 including but not limited to, Force Majeure provisions, in the Affected Tenant's
25 Lease that entitle the Affected Tenant to additional protections, rights and
26 benefits regarding the payment of Rent and such provisions continue to be
27 fully enforceable by the Affected Tenant according to their terms.
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1 E. This Ordinance does not in any way preclude a Landlord from seeking
2 payment, by other lawful means, of Rent or Back Rent.

3 F. This Ordinance does not apply to Rent that became due prior to March 20,
4 2020 or after July 31, 2022.

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6 **SECTION 5. PROHIBITIONS.**

7 A. No landlord shall evict an Affected Tenant until the applicable Grace Period
8 set forth in Section 6 of this Ordinance has expired, provided the Affected
9 Tenant is in compliance with Section 6.C of this Ordinance.

10 B. A Landlord may not use the eviction process to seek Back Rent from an
11 Affected Tenant until the applicable Grace Period set forth in Section 6 of this
12 Ordinance has expired, provided the Affected Tenant is in compliance with
13 Section 6.C of this Ordinance.

14 **SECTION 6. GRACE PERIOD FROM EVICTION FOR NONPAYMENT OF**
15 **BACK RENT AFTER MORATORIUM PERIOD EXPIRES.**

16 A. Nothing in this Ordinance shall relieve an Affected Tenant of liability for
17 unpaid Rent or Back Rent.

18 B. A Landlord may take such actions as allowed by State and local law to collect
19 any Back Rent that remains unpaid, except that during the applicable Grace
20 Period set forth in Section 6.C, below, a Landlord shall not seek recovery of
21 possession of the Commercial Property for the nonpayment of Back Rent
22 from an Affected Tenant, provided the Affected Tenant is in compliance with
23 Section 6.C below.

24 C. In order to qualify for the protections of the Commercial Tenant Eviction
25 Moratorium during the applicable Grace Period, an Affected Tenant must
26 have, by July 31, 2022, selected and must be in compliance with the
27 requirements of the applicable Grace Period set forth in Sections 6.C.1
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through 6.C.3, unless a different agreement for repayment of Back Rent was reached between a Landlord and Affected Tenant, as set forth in Section 6.C.4.

1. 12-Month Grace Period: Under this 12-Month Grace Period, the Affected Tenant must repay Back Rent in full no later than July 31, 2023.

a. No monthly minimum payments are required, and Back Rent must be fully paid no later than July 31, 2023.

b. A Landlord may have cause to evict an Affected Tenant based on the unpaid Back Rent only after July 31, 2023.

c. After July 31, 2023, the Landlord may take such actions as allowed by State and local law to seek recovery of possession of the Commercial Property for nonpayment of Back Rent still owed.

2. 24-Month Graduated Repayment Plan: Under this 24-Month Grace Period, the Affected Tenant must repay Back Rent according to the following 24-month repayment schedule (Month 1 commencing August 1, 2022 and Month 24 ending July 31, 2024):

- Months 1 through 4: 1% of Back Rent each month.
- Months 5 through 6: 2% of Back Rent each month
- Months 9 through 12: 3% of Back Rent each month
- Months 13 through 16: 5% of Back Rent each month
- Months 17 through 20: 6% of Back Rent each month
- Months 21 through 24: 8% of Back Rent each month

The following Table provides, **as an example only**, the 24-month repayment schedule in the case of Back Rent in the amount of \$100,000:

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24 Month Repayment Plan		
Month	Repayment Rate	Amount Due
1	1%	\$1,000
2	1%	\$1,000
3	1%	\$1,000
4	1%	\$1,000
5	2%	\$2,000
6	2%	\$2,000
7	2%	\$2,000
8	2%	\$2,000
9	3%	\$3,000
10	3%	\$3,000
11	3%	\$3,000
12	3%	\$3,000
13	5%	\$5,000
14	5%	\$5,000
15	5%	\$5,000
16	5%	\$5,000
17	6%	\$6,000
18	6%	\$6,000
19	6%	\$6,000
20	6%	\$6,000
21	8%	\$8,000
22	8%	\$8,000
23	8%	\$8,000
24	8%	\$8,000
Total Paid		\$100,000

3. 30-Month Graduated Repayment Plan: Under this 30-Month Grace Period, the Affected Tenant must repay Back Rent according to the following 30-month repayment schedule (Month 1 commencing August 1, 2022 and Month 30 ending January 31, 2025):

- Months 1 through 4: 2% of Back Rent each month
- Months 5 through 9: 3% of Back Rent each month
- Months 10 through 16: 4% of Back Rent each month
- Months 17 through 20: 5% of Back Rent each month
- Months 21 through 22: 4% of Back Rent each month
- Months 23 through 27: 3% of Back Rent each month
- Months 28 through 30: 2% of Back Rent each month

The following Table provides, **as an example only**, the 30-month repayment schedule in the case of Back Rent in the amount of \$100,000:

30 Month Repayment Plan		
Month	Repayment Rate	Amount Due
1	2%	\$2,000
2	2%	\$2,000
3	2%	\$2,000
4	2%	\$2,000
5	3%	\$3,000
6	3%	\$3,000
7	3%	\$3,000
8	3%	\$3,000
9	3%	\$3,000
10	4%	\$4,000

11	4%	\$4,000
12	4%	\$4,000
13	4%	\$4,000
14	4%	\$4,000
15	4%	\$4,000
16	4%	\$4,000
17	5%	\$5,000
18	5%	\$5,000
19	5%	\$5,000
20	5%	\$5,000
21	4%	\$4,000
22	4%	\$4,000
23	3%	\$3,000
24	3%	\$3,000
25	3%	\$3,000
26	3%	\$3,000
27	3%	\$3,000
28	2%	\$2,000
29	2%	\$2,000
30	2%	\$2,000
Total Paid		\$100,000

4. Other Written Agreement for Repayment of Back Rent: If, no later than July 31, 2022, a Landlord and Affected Tenant mutually agreed, in writing, to an alternative plan for the payment of Back Rent ("Alternate Agreement"), the Alternate Agreement shall supersede the requirements

1 set forth in Sections 6.C.1 through 6.C.3 above. By mutual agreement of
2 a Landlord and Affected Tenant, the Alternate Agreement also may waive
3 portions of what an Affected Tenant owes in Back Rent, and may grant an
4 Affected Tenant additional time to pay Back Rent beyond any Grace
5 Periods set forth in Sections 6.C.1 through 6.C.3 above. An Affected
6 Tenant will qualify for the protections of the Commercial Tenant Eviction
7 Moratorium only as long as the Affected Tenant adheres to the repayment
8 schedule set forth in the Alternate Agreement.

9 **5. *Written Communication:*** In order for an Affected Tenant to receive
10 protection from eviction during the applicable Grace Period, on or before
11 July 31, 2022, an Affected Tenant must have selected, by written
12 communication to the Landlord, one of the Grace Period options, set forth
13 in Section 6.C.1 through 6.C.3, above, or entered into an Alternate
14 Agreement with Landlord.

15 **6. *Default to 12-Month Grace Period:*** If an Affected Tenant failed to
16 provide written communication to the Landlord selecting one of the
17 repayment options set forth in Section 6.C.1 through 6.C.3 on or before
18 July 31, 2022, then the Affected Tenant will automatically be subject to the
19 12-month Grace Period repayment provisions set forth in Section 6.C.1.

20 **7. *Payments Due:*** Payments due under a Grace Period set forth in
21 Sections 6.C.2 or 6.C.3 above must be made on or before the 1st of each
22 month the payment is due, unless otherwise mutually agreed in writing.

23 **8. *Forfeiture of Eviction Protections:*** If at any time during the repayment
24 plans set forth in Sections 6.C.2 through 6.C.4 above, an Affected Tenant
25 fails to make a payment timely, then the Affected Tenant will forfeit any
26 protection from eviction afforded during the applicable Grace Period.

27 **9. *No Late Fees or Interest:*** No late fees or interest shall be charged to the
28 Affected Tenant on Back Rent owed.

- 1 D. Without limiting a Landlord's rights, as described in Sections 4.E or 6.B
2 above, an Affected Tenant will have the applicable Grace Period set forth in
3 Section 6 to pay all Back Rent, before being subject to eviction for
4 nonpayment of Back Rent, provided any payment requirements under the
5 applicable Grace Period are satisfied.
- 6 E. During the applicable Grace Period, the Landlord may collect Rent as it
7 accrues for each rental period but may not terminate the tenancy of an
8 Affected Tenant for nonpayment of Back Rent, provided any payment
9 requirements under the applicable Grace Period are satisfied. During the
10 applicable Grace Period, the Landlord may terminate the tenancy of an
11 Affected Tenant for nonpayment of Rent accruing during the applicable Grace
12 Period.
- 13 F. If during the Moratorium Period the Landlord exercised a legal right to draw
14 upon the Affected Tenant's deposit under Civil Code Section 1950.7 for
15 payment of Rent, then the Affected Tenant may elect to have payment of
16 Back Rent during the applicable Grace Period allocated to the deposit to
17 restore the amount drawn down by the Landlord, in which case such amount
18 shall be credited to the Back Rent owed.
- 19 G. Upon an Affected Tenant's failure to make payment timely, pursuant to the
20 repayment schedules established in Sections 6.C.2, 6.C.3 or 6.C.4 above, if
21 applicable, the Landlord may take such actions as allowed by State and local
22 law to seek recovery of possession of the Commercial Property for the
23 nonpayment of Back Rent.

24 **SECTION 7. INSPECTION AND COPYING OF RECORDS.** Landlords must
25 retain for a period of at least one year after expiration of the applicable Grace Period all
26 records and documents pertaining to every Notice of Termination that is given and every
27 unlawful detainer proceeding that is commenced or prosecuted during the Moratorium Period
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1 and must permit inspection and copying of such records and documents by the Economic
2 Development Division or its agents. For every Notice of Termination that is given and every
3 unlawful detainer proceeding that is commenced or prosecuted based on an Affected Tenant's
4 failure to pay Rent during the applicable Grace Period for payment of Back Rent, the relevant
5 records and documents must be retained for a period of at least one year after expiration of the
6 applicable Grace Period.

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8 **SECTION 8. RETALIATION AND HARASSMENT PROHIBITED.** Retaliatory
9 action against a Commercial Tenant for filing a complaint with the City, or exercising any other
10 legal right, is prohibited under California law.

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12 **SECTION 9. ENFORCEMENT AND ADMINISTRATIVE FINES.**

13 **A. *Affirmative Defense.*** Each Landlord that seeks to terminate a tenancy of
14 an Affected Tenant must comply with the requirements of this Ordinance. Non-compliance
15 with any applicable provision of this Ordinance shall constitute an affirmative defense against
16 an unlawful detainer action under California Code of Civil Procedure Sections 1161 and
17 1161.1, as amended. An Affected Tenant's failure to comply with applicable requirements and
18 make timely payments, as set forth in this Ordinance, shall not constitute an affirmative
19 defense against an unlawful detainer action under California Code of Civil Procedure Sections
20 1161 and 1161.1, as amended.

21 **B. *Administrative Citations.*** The City's Enforcement Services Division is
22 authorized to take appropriate steps to enforce this Ordinance, including conducting
23 investigations of possible violations by a Landlord. The City, in its sole discretion, may choose
24 to enforce the provisions of this Ordinance through the administrative citation process set forth
25 in Chapter 1.02 of the CCMC. Notwithstanding any provision in Chapter 1.02 to the contrary,
26 each violation of any provision of this Interim Ordinance may be subject to an administrative
27 fine of up to \$1,000. Each separate day, or any portion thereof, during which any violation of
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1 such Interim Ordinance occurs or continues, constitutes a separate violation. The City's
2 decision to pursue or not pursue enforcement of any kind shall not affect a Tenant's rights to
3 pursue civil remedies or assert an affirmative defense against an unlawful detainer action
4 under California Code of Civil Procedure Sections 1161 and 1161.1, as amended.

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6 **SECTION 10. URGENCY MEASURE.** Based on the findings set forth in Section
7 1, the City Council finds and declares this Ordinance to be necessary for the immediate
8 preservation of the public health, safety and welfare and upon that basis has determined that
9 an urgency measure, pursuant to Government Code Section 36937(b) and Culver City Charter
10 Section 614, is warranted and shall take effect immediately upon adoption by a four-fifths vote
11 of the City Council.

12
13 **SECTION 11. ENVIRONMENTAL DETERMINATION.** The City Council finds
14 that this Ordinance is not subject to the California Environmental Quality Act ("CEQA")
15 pursuant to CEQA guidelines, California Code of Regulations, Title 14, Chapter 3,
16 §15060(c)(2) [the activity will not result in a direct or reasonably foreseeable indirect physical
17 change in the environment] and §15060(c)(3) [the activity is not a project as defined in §15378]
18 because it has no potential for resulting in physical change to the environment, directly or
19 indirectly.

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21 **SECTION 12. EFFECTIVE DATE.** Pursuant to Culver City Charter Section 614
22 and Government Code Section 36937(b), this Ordinance shall be introduced and adopted at
23 one and the same meeting and shall become effective immediately. This Ordinance shall be
24 of no further force or effect after January 31, 2025, unless extended in accordance with Culver
25 City Charter Section 614 and Government Code Section 36937(b).
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1 **SECTION 13. SEVERABILITY.** The City Council hereby declares that, if any
2 provision, section, subsection, paragraph, sentence, phrase or word of this Interim Ordinance
3 is rendered or declared invalid or unconstitutional by any final action in a court of competent
4 jurisdiction or by reason of any preemptive legislation, then the City Council would have
5 independently adopted the remaining provisions, sections, subsections, paragraphs,
6 sentences, phrases or words of this Interim Ordinance and as such they shall remain in full
7 force and effect.

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9 **SECTION 14. PUBLICATION.** Pursuant to Sections 616 and 621 of the City
10 Charter, prior to the expiration of fifteen (15) days after the adoption, the City Clerk shall cause
11 this Interim Ordinance, or a summary thereof, to be published in the Culver City News and
12 shall post this Interim Ordinance or a summary thereof in at least three places within the City.

13
14 APPROVED and ADOPTED this _____ day of _____ 2023.

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17 _____
ALBERT VERA, Mayor
City of Culver City, California

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19 ATTEST:

20 APPROVED AS TO FORM:

21
22 _____
JEREMY BOCCHINO
City Clerk

23 _____
HEATHER BAKER
City Attorney