

Ordinance amending and restating in its entirety Chapter 8.70 Property Owner Obligations with Respect to Tenants Displaced from Unsafe or Substandard Units of the South San Francisco Municipal Code.

WHEREAS, the City of South San Francisco City Council adopted Chapter 8.70 of the Municipal Code in 2019 in an effort to assist tenant households who are required to be displaced from their residential rental units as a result of conditions rendering the units uninhabitable; and

WHEREAS, tenants displaced due to uninhabitable or unsafe conditions are often required to do so immediately and suffer a financial burden because of the acute lack of resources available for locating and securing suitable relocation housing. Additional hardship is often caused by lack of safe and decent comparably sized and located housing at an affordable rent; and

WHEREAS, recognizing this hardship, both the State of California and local jurisdictions throughout the state have attempted to adequately address the matter legislatively but the urgent need for safe and affordable housing in the City persists; and

WHEREAS, through its application of Chapter 8.70 since 2019, the City has identified modifications required to adequately and efficiently implement the original intent of providing relocation assistance to residential tenants displaced due to uninhabitable or unsafe conditions; and

WHEREAS, the City has surveyed other jurisdiction's procedures, gained feedback from the Anti-Displacement Community Advisory Committee, and learned from implementation of the 2019 ordinance to develop amendments to Chapter 8.70 by which relocation assistance determinations will be made with more clarity, assistance is provided to tenants in a manner that attempts to avoid homelessness, and the appeals process will be streamlined to better serve the City and its residents while preserving limited City resources; and

WHEREAS, if a landlord is obliged under this Chapter or any State or federal law to provide relocation assistance greater than that which is provided in this Chapter, the greatest amount of relocation assistance shall be made available to the displaced tenants; and

WHEREAS, the City of South San Francisco City Council now desires to repeal and replace Chapter 8.70 of the South San Francisco Municipal Code as set forth below.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SOUTH SAN FRANCISCO DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. FINDINGS

The City Council finds that the foregoing recitals are true and correct and are incorporated into the Ordinance by this reference.

SECTION 2. REPEAL AND REPLACEMENT OF CHAPTER 8.70

Chapter 8.70 (“PROPERTY OWNER OBLIGATIONS WITH RESPECT TO TENANTS DISPLACED FROM UNSAFE OR SUBSTANDARD UNITS”) of the South San Francisco Municipal Code is hereby amended and replaced in whole to read as follows:

8.70.010. Title.

This Chapter shall be known as “Residential Tenant Relocation.”

8.70.020. Definitions.

For purposes of this Chapter, the following words and phrases shall have the following meaning:

“Comparable housing” shall mean a unit comparable to the existing rental housing unit if both units are reasonably comparable in size, number of bedrooms and bathrooms, accessibility, price, location, proximity to services and institutions upon which the displaced tenant depends, amenities, including the allowance for pets should the tenant have pets and which complies with all applicable laws and regulations.

“City” shall mean the City of South San Francisco.

“Director” shall mean the Director of Economic and Community Development Department or designee.

“Displacement event” shall mean any action pursuant to subsection 8.70.030(a) requiring a tenant to vacate their rental housing unit.

“Displaced tenant” shall mean any tenant who vacates a rental housing unit in the City of South San Francisco for any of the reasons set forth in Section 8.70.030. A tenant deemed displaced pursuant to a displacement event is a displaced tenant.

“Hotel” shall have the same meaning as set forth in the City of South San Francisco Municipal Code Section 20.620.040.

“Landlord” shall mean any owner, lessor, sublessor, or any other person entitled to receive rent for the use and occupancy of a rental housing unit, or any agent, representative or successor of any of the foregoing.

“Motel” shall have the same meaning as set forth in the City of South San Francisco Municipal Code Section 20.620.040.

“Permanent relocation” shall mean the relocation of a displaced tenant for more than thirty (30) days from their rental housing unit.

“Relocation determination” shall mean a decision, order, or determination issued by the City regarding relocation benefits pursuant to this Chapter.

“Rental housing unit” shall mean any structure that a person uses as a place of permanent or customary abode within City limits, including, but not limited to, a single-family dwelling, a unit in multifamily or multipurpose dwelling, a unit of a condominium or cooperative housing project, a mobile home, a garage or shed, hotel, motel, or short-term vacation rental where the person resides for at least thirty-one (31) consecutive days in the same room or space, or any other unit or property that is considered to be real property under State law. A rental housing unit is any structure that is actually rented for residential purposes regardless of whether the structure is decent, safe, or sanitary and regardless of whether the actual residential use is legally permitted or conforming under any applicable laws or regulations.

“Short-term vacation rental” shall have the same meaning as set forth in the City of South San Francisco Municipal Code Section 20.620.040.

“Temporary relocation” shall mean the relocation of a displaced tenant for thirty (30) days or less from their rental housing unit.

“Tenant” shall mean any tenant, subtenant, lessee, sublessee, or any other person occupying a rental housing unit.

8.70.030. Displaced Tenants.

- (a) A tenant is deemed displaced if they are required to vacate their rental housing unit in any of the following circumstances:
 - (1) The landlord asserts they must or are required to temporarily recover possession of a rental housing unit in order to comply with housing, health, building, fire or safety laws of the State of California or the City; or
 - (2) A rental housing unit has been rendered uninhabitable, necessitating the tenant(s) to no longer dwell within it; or
 - (3) A tenant is required to vacate a rental housing unit upon the order of any government officer or agency including, but not limited to, the City.
- (b) A landlord's obligations under this Section shall be self-executing; nonetheless, the City may issue a relocation determination to the landlord to compel performance. No person shall fail to comply with any such City relocation determination.
- (c) Where a rental housing unit is otherwise habitable but lacks adequate cooking facilities, the City may issue a relocation determination requiring the landlord to provide a meal per diem to the tenant(s) pursuant to subsection 8.70.060(a)(2).
- (d) Notwithstanding subsection 8.70.030(a), a tenant shall not be deemed displaced in the following circumstances:
 - (1) The displacement is the result of an earthquake or other natural disaster, terrorist attack, or other incident occurring or substantially initiated outside of the property

from which relocation is required, the vacation is required within six months of such event, the landlord demonstrates to the satisfaction of the Director that the displacement was not caused by the acts or the negligence of the landlord or by a preexisting condition in the building in violation of applicable building, housing, fire, or other health and safety codes. However, to the extent that any person, other than the landlord, causes tenant relocation due to an incident occurring or substantially initiated from outside the property from which relocation is required, such person shall be responsible for the provision of relocation benefits as required by this Chapter.

- (2) The landlord demonstrates to the satisfaction of the Director that a tenant or their guest or invitee was entirely or primarily responsible for causing the condition in the rental housing unit that necessitated the displacement. In such cases where the rental housing unit is occupied by other non-responsible tenants or is located in a multi-unit building, those non-responsible tenants shall be deemed displaced and the landlord remains responsible to provide relocation benefits to the other non-responsible displaced tenants.
- (3) Where a tenant elects to remain in their rental housing unit following a displacement event pursuant to subsection 8.70.030(a); however, the tenant shall not be considered to have remained in their rental housing unit where a displacement event has occurred and they access the unit on a limited basis to retrieve personal belongings.
- (4) The landlord demonstrates to the satisfaction of the Director that a tenant interfered, obstructed, or delayed their ability to conduct necessary repairs to restore their rental housing unit to habitable status.

8.70.040. Notice to Displaced Tenants.

- (a) Where the City orders a tenant to vacate a unit pursuant to subsection 8.70.030(a), the City shall estimate the projected duration of the required vacancy. That estimate will determine whether a permanent relocation fee or temporary relocation per diem payments are due to the displaced tenant(s) and shall provide notice to the landlord and all affected tenants of the relocation requirements and responsibilities pursuant to this Chapter. The notice may include a copy of this Chapter and the City Council's resolution establishing applicable rates and fees.
 - (1) Failure by the City to supply or attempt to supply any of the information or notices provided for in this Chapter shall not affect the validity of any notice, order, or action, nor shall any such failure impact any landlord's obligation to abate any conditions or provide relocation assistance to displaced tenants as required under this Chapter.
 - (2) The landlord shall facilitate provision of tenant notification by providing forwarding contact information for affected tenants to the City.
- (b) Within twenty-four (24) hours of a displacement event, the landlord shall provide notice on a form approved by the City as described herein to all affected tenants. The landlord shall send a copy of all such notices to the City at the same time the notices are provided to the affected tenants. The landlord shall provide the notice to the affected tenants on a form

approved by the City which shall include the following:

- (1) The estimated relocation period;
- (2) The relocation requirements and responsibilities established by this Chapter;
- (3) The tenant's entitlement to a permanent relocation fee or temporary relocation per diem payments;
- (4) The tenant's right to re-occupancy; and
- (5) A copy of this Chapter.

8.70.050. Landlord Compliance with City Orders.

- (a) Upon the occurrence of a displacement event, the landlord shall promptly obtain any required permits and/or approvals from the City and/or other regulatory agency who has jurisdiction over the required work, promptly commence the necessary work to restore the affected unit(s) to a habitable condition, diligently work towards completion of the work and return all displaced tenants to their units.
- (b) Where the City estimated required vacancy duration equates to a temporary relocation pursuant to Section 8.70.040, the landlord shall ensure the vacancy does not exceed the temporary relocation period. Should the landlord determine a longer relocation period is necessary to return the rental housing unit to a habitable condition, the landlord shall request an extension of the relocation period from the City in writing supported by good cause. Where the extension requested results in an estimated displacement period beyond thirty (30) calendar days from the date of displacement but not greater than sixty (60) days of displacement, then a landlord may submit a written request to the City to extend the period of temporary relocation as soon as predictable but in no even less than 7 calendar days prior to the expiration of the estimated displacement period pursuant to Section 8.70.040. The City may, at its sole discretion, approve an extension of the temporary relocation in writing based on a landlord's demonstrated progress in completing the work causing displacement. Any City-approved extension of the temporary relocation shall not exceed thirty (30) additional calendar days, shall be considered a temporary relocation and per diem payments to the displaced tenant shall be made in accordance with Section 8.70.060.
- (c) If the landlord or the City determines that the actual relocation period will be longer than estimated pursuant to Section 8.70.040, the landlord must notify the displaced tenant as soon as the determination is made, promptly prepay the displaced tenant either the additional temporary relocation per diem payments owed pursuant to Section 8.70.060 or, where a temporary relocation is determined to be a permanent relocation, provide a permanent relocation fee to the displaced tenant pursuant to Section 8.70.070 within two (2) working days after such determination is made. If the displaced tenant has previously received temporary relocation payments and the relocation is subsequently determined to be permanent, the landlord shall pay the displaced tenant the difference between the total temporary relocation payments already received by the displaced tenant and the permanent

relocation fee required under Section 8.70.070. Such payments shall be made within two (2) working days after the determination that the relocation is permanent.

- (d) The landlord shall furnish proof of compliance with this Chapter to the Director upon the Director's or their designee's request therefor.

8.70.060. Temporary Relocation Per Diem Payments.

- (a) If it is anticipated that a displaced tenant will be subject to a temporary relocation, the landlord shall pay the displaced tenant relocation payments in the per diem amounts set by the City Council. The per diem amount shall be calculated to include compensation for the following:
 - (1) Temporary relocation to a motel or hotel accommodation which is safe, sanitary, located in South San Francisco and contains standard amenities such as a telephone;
 - (2) Meals, if the temporary accommodation lacks cooking facilities; and
 - (3) Accommodations for lawful pets, if the temporary accommodation does not accept pets,
- (b) The temporary relocation per diem payments required by this Section shall be paid to the displaced tenant within twenty-four (24) hours of any displacement event, or at least twenty (20) days prior to the vacation date set forth in any order or notice to vacate, whichever is later. Such temporary relocation per diem payments shall be prepaid by the landlord to the displaced tenant in weekly increments by check, money order, or electronic payment in the manner elected by the displaced tenant.
- (c) If a displaced tenant's actual displacement is shorter than the period the landlord has paid for pursuant to subsection 8.70.060(b), the displaced tenant must repay any overpaid amount to the landlord within thirty (30) days of receiving written notice from the landlord of the overpayment. The landlord must make a good faith effort to monitor the necessity of the displaced tenant's continued displacement and provide them with advance notice of any changes to the anticipated relocation period.
- (d) In lieu of providing temporary relocation per diem payments in accordance with this Section, the landlord may provide the displaced tenant with comparable housing for the period of the temporary relocation in a safe and sanitary hotel/motel located in the City or within reasonable proximity to the City.

8.70.070. Permanent Relocation Fee.

If it is anticipated that the displaced tenant will be subject to a permanent relocation, the landlord shall pay the displaced tenant the amount of the permanent relocation fee established by City Council resolution by check, money order, or electronic payment in the manner elected by the displaced tenant no later than ten (10) days before the expected vacation date of the rental housing unit specified in any notice or order to vacate provided to the displaced tenant pursuant to Section 8.70.030(a), whichever date is earliest in the event of multiple notices. If less than ten (10) days' advance notice of vacation is given, or no vacation date is specified in such notice or order, then the payment by the landlord to the displaced tenant shall be made within twenty-four (24) hours after the notice to vacate is posted and mailed.

- (a) In lieu of providing the permanent relocation fee required by this Section, the landlord may offer to relocate the displaced tenant into comparable housing. If the displaced tenant

agrees to accept such offer, in their sole discretion, then the landlord shall be liable only for the actual costs of relocating the displaced tenant.

- (b) A landlord's offer to provide comparable housing pursuant to this Section shall not be revocable by the landlord once the displaced tenant moves into such comparable housing.
- (c) Where a landlord elects to provide comparable housing and the displaced tenant is required to vacate their rental housing unit prior to relocating to the comparable housing, the landlord must provide the temporary relocation per diem payments in accordance with Section 8.70.060 to the displaced tenant until such time the displaced tenant is housed in comparable housing.
- (d) The landlord shall pay all costs associated with the comparable housing, including rent, even if the comparable housing is more expensive than the displaced tenant's rental housing unit. The displaced tenant shall remain responsible to pay rent to the landlord for the tenant's rental housing unit during the period of displacement.
- (e) Nothing in this Chapter shall limit the amount of the permanent relocation fee that the City Council may require under Government Code Section 65863.7.

8.70.080. Counseling Fee and Immediate Vacation Fee.

- (a) For each rental housing unit from which tenants are displaced, the landlord shall pay a fee to the City established by City Council resolution to be used by the City to pay for counseling or other assistance required by displaced tenants as a result of displacement. Such counseling fee shall be due to the City at the same time as the first temporary relocation per diem payment or permanent relocation fee is due to the displaced tenant.
- (b) Where a displaced tenant is required to vacate their rental housing unit with fewer than thirty (30) days' advance notice as a result of a displacement event, the landlord shall pay an additional immediate vacation fee established by City Council resolution to the displaced tenant by check, money order, or electronic payment in the manner elected by the displaced tenant. Such immediate vacation fee shall be due to the tenant within twenty-four (24) hours of when any displacement event occurs and the landlord shall provide proof of payment of the immediate vacation fee to the displaced tenants to the City within twenty-four (24) hours of payment. Where the City has not received such proof within that time period, the City may, but is not obligated to, provide a three (3)-night hotel voucher to the displaced tenant. If such assistance is provided by the City, the value of such voucher shall be deducted from the immediate vacation payment due from the landlord pursuant to this Section and shall constitute a debt from the landlord to the City which is recoverable pursuant to Section 8.70.120.

8.70.090. Right to Re-occupancy.

- (a) The displacement and relocation of a tenant pursuant to this Chapter shall not terminate the tenancy of the displaced tenant and they shall retain all rights of tenancy that existed prior to the displacement. The displaced tenant shall have the right to reoccupy their rental

housing unit upon the unit being rendered habitable under the same terms and conditions that applied to the tenancy prior to the displacement.

- (b) Where it is not possible for a tenant to reoccupy their rental housing unit, then the displaced tenant shall have the right to rent comparable housing owned by the landlord under the same terms and conditions that applied to the tenancy of the rental housing unit from which they were displaced.
- (c) The displaced tenant must inform the landlord in writing of their current address during the period of displacement.
- (d) The landlord shall provide thirty (30) days' prior notice to the displaced tenant of the availability of their rental housing unit. If it is not possible for the landlord to provide such notice, then the rental housing unit must be held vacant for a period at least thirty-five (35) days after the mailing of the notice of availability at no cost to the displaced tenant. The notice shall provide that, within seven (7) days of receipt of notice of availability, a displaced tenant wishing to reoccupy their rental housing unit must notify the landlord in writing.
- (e) If a displaced tenant is required to pay a security deposit to reoccupy their rental housing unit, the landlord shall allow sufficient time for the displaced tenant to obtain a refund of any deposit for housing acquired during the displacement.
- (f) The displaced tenant's right to reoccupy a rental housing unit is in addition to their entitlement to relocation payments under this Chapter, and the exercise of this right by a displaced tenant shall not affect their eligibility for such payments.

Section 8.70.100. Relocation Determination Appeals.

- (a) A landlord or tenant who disputes a relocation determination may submit an appeal in writing together with the appeal fee listed in the City's fee schedule. The appeal shall set forth the factual basis for disputing the relocation determination, be received by the Director within ten (10) days of the relocation determination, and copies provided to the non-appealing displaced tenant(s) or landlord.
- (b) The Planning Commission shall appoint a three-member subcommittee that shall serve as the Appeals Panel to hear appeals filed pursuant to this Section.
- (c) A timely appeal shall not automatically stay the relocation determination. However, the Director may consider a written request to stay the relocation determination on appeal. If the Director rejects such a request, then the Appeals Panel may consider a written request to stay the relocation determination as soon as practicable. The Appeals Panel may choose to make any preliminary inquiries necessary, including holding a preliminary in-person or telephonic hearing, to receive preliminary facts. Where the Director rejects a landlord's written request to stay a relocation determination and the Appeals Panel reverses the relocation determination, the City shall reimburse the landlord any actual relocation benefits provided by the landlord to the displaced tenants after the date the Director rejected the written stay request. The landlord may not recover any other costs, such as attorney's fees or other costs from the City.

- (d) Upon receipt of a timely and complete written appeal and appeal fee, the appeal shall be processed in the following manner:
- (1) The Director shall schedule a hearing before the Appeals Panel within forty-five (45) days of the date of the appeal unless the Director determines that good cause exists for an extension of time;
 - (2) The Director shall provide at least fifteen (15) days' notice of the time and place of the hearing unless the Director determined that the matter is urgent, in which case at least five (5) calendar days' notice of the hearing shall be provided to the appellant and any non-appealing displaced tenants or landlord (collectively, "parties").
 - (3) The Director shall provide documentary evidence and potential witness names to be relied on by the City at least five (5) calendar days prior to the hearing to the parties and the Appeals Panel.
 - (4) The City and the parties, including, but not limited to, a displaced tenant(s) may testify and present evidence relating to the relocation determination but the formal rules of evidence shall not apply. The failure of appellant to appear at the hearing shall constitute a waiver and the appeal shall be denied.
 - (5) The relocation determination and any additional report submitted by the Director shall constitute prima facie evidence of the respective facts contained in those documents.
 - (6) The Appeals Panel shall issue a written decision to uphold, modify or reverse the relocation determination within fifteen (15) calendar days of the close of the hearing. The written decision shall include findings supporting the decision. A copy of the Appeals Panel decision shall be provided to the parties. The Appeals Panel decision shall constitute a final decision not subject to further appeal.
 - (7) If the Appeals Panel upholds the relocation determination, then landlord shall provide any additional relocation benefits due to the to the displaced tenant and/or the City within ten (10) calendar days after issuance.

Section 8.70.110. Retaliation Barred.

- (a) No landlord shall take any retaliatory action against any tenant for exercising rights granted under this Chapter including, but not limited to, the following:
- (1) Engage in conduct that violates subdivision (a) of Section 484 of the California Penal Code.
 - (2) Engage in conduct that violates Section 518 of the California Penal Code.
 - (3) Use, or threaten to use, force, willful threats, or menacing conduct constituting a course of conduct that interferes with the tenant's quiet enjoyment of the premises in violation of Section 1927 of the California Civil Code that would create an apprehension of harm in a reasonable person. Nothing in this paragraph requires a tenant to be actually or constructively evicted in order to

obtain relief.

- (4) Commit a significant and intentional violation of Section 1954 of the California Civil Code.
 - (5) Threaten to disclose information regarding or relating to the immigration or citizenship status of a tenant, occupant, or other person known to the landlord to be associated with a tenant or occupant. This paragraph does not require a tenant to be actually or constructively evicted in order to obtain relief.
- (b) An oral or written warning notice, given in good faith, regarding conduct by a tenant, occupant, or guest that violates, may violate, or violated the applicable rental agreement, rules, regulations, lease, or laws, is not a violation of this Section. An oral or written explanation of the rental agreement, rules, regulations, lease, or laws given in the normal course of business is not a violation of this Section.
 - (c) This Section does not enlarge or diminish a landlord's right to terminate a tenancy pursuant to existing state or local law; nor does this Section enlarge or diminish any ability of local government to regulate or enforce a prohibition against a landlord's harassment of a tenant.

Section 8.70.120. Remedies.

- (a) Any landlord who fails to provide relocation assistance as required by this Chapter or who violates this Chapter shall be subject to injunctive relief and be liable in a civil action to the tenant to whom such assistance is due for damages in the amount of the temporary relocation per diem payments and/or the permanent relocation fee the landlord has failed to pay, a civil penalty in the amount of five hundred dollars (\$500) and reasonable attorneys' fees and costs as determined by the court to the prevailing party. The court may also award punitive damages in a proper case as defined by Civil Code Section 3294. Any person may enforce the provisions of this Chapter by means of a civil action.
- (b) An administrative citation's fine amount shall be doubled, when the citation is issued in connection with a landlord's commencement of construction work without first obtaining all necessary governmental permits and that work necessitated the displacement of a tenant.
- (c) Any person violating any of the provisions of or failing to comply with the requirements of this Chapter, including failure to comply with a relocation determination issued by the City pursuant shall be guilty of an infraction which shall be punishable by a fine not exceeding two hundred fifty dollars (\$250), or a misdemeanor and upon conviction shall be punished by a fine of not greater than five hundred dollars (\$500) or by imprisonment in the County Jail for not more than six (6) months, or by both such fine and imprisonment.
- (d) Failure to comply with a relocation determination shall be considered a strict liability offense; accordingly, the prosecution shall not be required to prove criminal intent or that the violator meant to violate any provision of this Chapter.
- (e) Any person convicted of violating any provision of this Chapter shall be required to reimburse the City its full investigative costs.
- (f) If a landlord fails or refuses to provide relocation benefits required by this Chapter, and

the City chooses to pay such benefits to displaced tenants in its sole discretion in the landlord's place, the City shall have the right to recover such monetary outlays, plus any administrative fees and costs incurred by the City, from the landlord as restitution in any criminal case filed pursuant to this Chapter or in any appropriate civil or administrative proceeding. The City may also record a lien or a special assessment on the property containing the rental housing unit(s). The form of such lien or special assessment and the manner of enforcement and collection shall be authorized by state or local law. Alternatively, the City may include the unreimbursed amount in any other lien placed on the property by the City to secure payment of enforcement costs. The landlord shall reimburse the City within five (5) days of receipt of billing from the City for such monetary outlays, fees, and costs.

- (1) If the landlord does not make full and timely payment to the City in accordance with this subsection, the City is entitled to recover an additional amount equal to the sum of one-half the amount paid by the City on the landlord's behalf, but not to exceed ten thousand dollars (\$10,000), as a penalty for failure to make timely payment.
- (g) No landlord shall attempt to secure from a tenant any waiver of any provision of this Chapter. Any agreement, whether written or oral, whereby any provision of this Chapter is waived, shall be deemed against public policy and shall be void.
- (h) Any contractual term which violates this Chapter, whether written or oral, shall be deemed against public policy and shall be void.
- (i) The remedies provided in this Chapter are not exclusive, and nothing in this Chapter shall preclude any person from seeking any other remedies, penalties, or procedures provided by law.

8.70.130. Administrative Regulations.

The Director shall have the authority to adopt administrative regulations, consistent with the legislative purpose, to implement the provisions of this Chapter.

SECTION 3. Compliance with the California Environmental Quality Act.

Based on all of the information at the _____ City Council meetings, both written and oral, including without limitation the public comment, staff reports, minutes, and other relevant materials (hereafter the "Record"), the City Council finds that under CEQA Guidelines Section 15061, addition of this Ordinance does not constitute a project under CEQA as it will not result in any direct or indirect physical change to the environment and therefore review under CEQA is not required pursuant to CEQA Guidelines Section 15060.

SECTION 4. Severability.

If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed the Ordinance, and each and every section, subsection, sentence,

